



KALYAN DOMBIVLI MUNICIPAL CORPORATION
TOWN PLANNING DEPARTMENT
PART OCCUPANCY CERTIFICATE
APPENDIX 'II'

Outward No. KDMC/TPD/CC/DOM/126.
 Date - 20/06/2023.

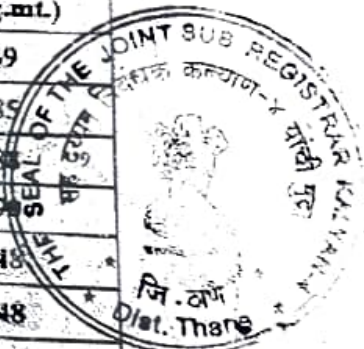
Owner :- Mr. Hemkant Govind Phalask & Others
 J.A. - Mr. Mohit Prakash Bhoir
 Architect - Mr. Aniruddha Dastane, Kalyan (W.)
 Structural Engineer - Mr. Amogh M. Luman, Ghutkopar (E.)

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Ref. No. :- 1) KDMC/TPD/3P/DOM/2021-22/02
 Dt. 03/04/2022
 2) Your application dated 27/03/2023.

The development work on Revenue CTS No. 3651 To 3655 Mouje - New Dombivli completed Building under the supervision of Mr. Aniruddha Dastane, Kalyan (W.), Architect License No. CA98/22773 may be occupied on the following conditions.

Sr.No.	Floor	Wing 'B'	
		Building	Area (Sq.mt.)
1	Ground Floor	04 Shop, 02 Office, Stilt	127.39
2	First Floor	07 Office	209.85
3	Second Floor	06 Office	185.88
4	Third Floor	03 Tenaments	167.98
5	Fourth Floor	03 Tenaments	183.48
6	Fifth Floor	03 Tenaments	183.48
7	Sixth Floor	03 Tenaments	183.48
8	Seventh Floor	03 Tenaments	163.88
9	Total	04 Shop + 15 Office + 15 Tenaments	1405.34



In case of Road widening the Land within the marginal space have to surrendered to KDMC Free of cost.
 The additional work if any found without permission will be demolished without prior intimation.

The affidavit submitted are binding on you and your legal heirs. A set of certified completion certificate is enclosed herewith.
 This condition will be binding upon you.

Yours faithfully,



Director of Town Planning
 Municipal Corporation, Kalyan.

Director, S.D.M.C.
 Director, S.D.M.C.

DESCRIPTION OF PROPOSED

PROPOSED BUILDING ON PLOT BEARING
T.S. NO- 3881 TO 3885, AT HOUSE DOMBIVLI
AL-KALYAN, DIST. THANE.

DATE & STAMP OF APPROVAL

SHEET 1 OF 2

OFFICE OF THE KALYAN DOMBIVLI
MUNICIPAL CORPORATION, KALYAN.

Building Permit No. :-
KDMC/TPD/CC/DOM/126

DATE: 20/06/2023

OCCUPATION GRANTED



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for ASSISTANT DIRECTOR OF
TOWN PLANNING
Kalyan-Dombivli Municipal Corporation

1.80 M WID PASSAGE

REGULATE OF AREA

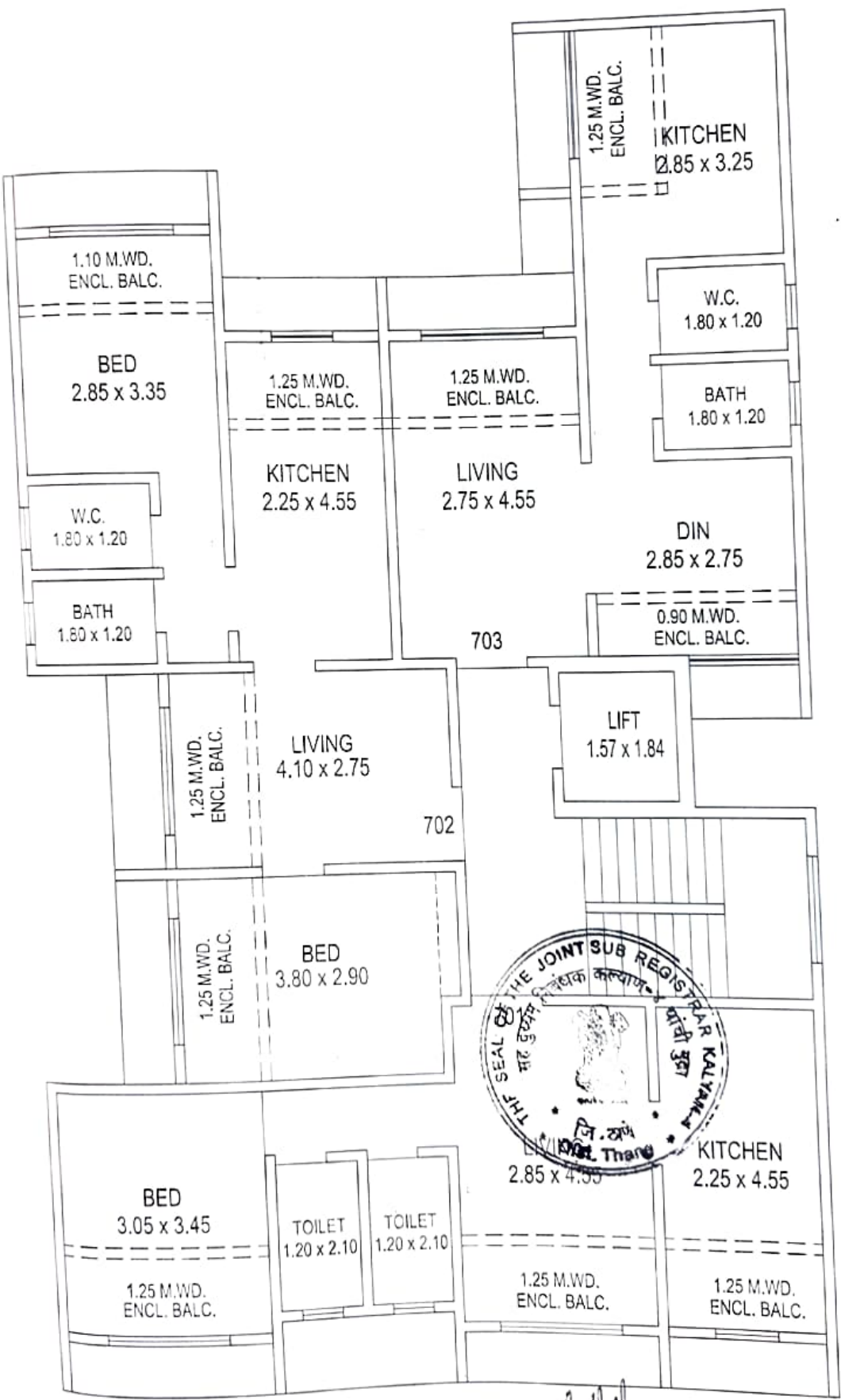
SHOWN THE PLOT LENGTH, BREADTH, AREA, PERCENTAGE OF COVERED AREA, DISTANCE FROM THE DRAINAGE OR SEWER ETC. OF THE PLOT IS AS SHOWN ON SITE AND THE AREA SO WORKED OUT IS AS STATED IN DOCUMENT OF

SCALE

SCALE

NO.	DATE	BY

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7TH FLOOR PLAN. N

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

Registration is granted under section 5 of the Act to the following project under project registration number :

1700029349

Project: **NAKSHATRA ASHVINI**, Plot Bearing / CTS / Survey / Final Plot No.: **CTS NO 3651 TO 3655 at DOMBIVLI, Kalyan, Thane, 421202;**

1. Nakshatra Developer having its registered office / principal place of business at Tehsil: **Kalyan, District: Thane, Pin: 421202.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

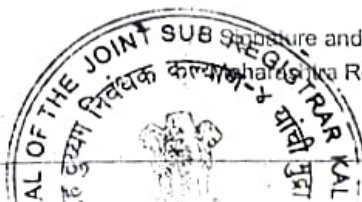
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **18/05/2021** and ending with **31/12/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature Valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 18-05-2021 21:11:44

Dated: 18/05/2021
Place: Mumbai



Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

THIS AGREEMENT made at **DOMBIVLI** on this 30th Day of November in the year **2023**;

Between

M/S NAKSHATRA DEVELOPER, (PAN NO. **AAKFN5516C**), a Partnership firm, having registered office at **Shop no. 11, 1st floor, Balkrishna Apartments, Ghanshyam Gupte Road, Vishnunagar, Dombivli, (West), Taluka - Kalyan, District - Thane**, represented by and through its one of the partners (1) **SHRI JEET SHIRISH SHETHIA (PAN NO. BZKPS6476C)** age - 29 years, occupation - business, having office as above, hereinafter referred to as "**THE PROMOTERS**" of the One Part;

AND

MR. MANOJ SHANKARLAL PUROHIT, age - 33. Years, Occupation - **BUSINESS. (PAN NO. BDMPP3970L)** and

MRS. PRIYANKA MANOJ PUROHIT, age - 37. Years, Occupation - **HOUSEWIFE (PAN NO. HHKPP1292R)**

Having address at **ROOM NO. 6, 2ND FLOOR, SHARAVAN PATIL CHAWL, TUKARAM NAGAR, DOMBIVLI - EAST, THANE, MAHARASHTRA - 421201**. Hereinafter referred to as "**THE ALLOTTEE / PURCHASER**" of the Other Part.

WHEREAS the Promoters are seized, occupied, possessed and well and sufficiently entitled to the property being piece and parcel of non - agricultural land bearing C.T.S. nos. 3651 to 3655, Tikka no. 26, totally admeasuring 494.1 sq. mtrs. in Sanmitra Co - operative Housing Society Ltd., lying and situate at village - Navi Dombivli, Taluka - Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and Sub - Registration District - Kalyan and Registration District - Thane, more particularly mentioned and described in the schedule hereunder written and referred as "**The Project Land** "

AND WHEREAS the said project land was originally allotted to Shri Govind Sukhdev Phalak by the Sanmitra Co - operative Housing Society Ltd., on lease basis and the said original lease hold owner constructed bungalow for himself long back as per the permission issued by the then local authority and after his death his legal heir's names have been recorded on the CTS extract of the said property and they are Shri Hemkant Govind Phalak, Shri Ashok Govind Phalak, Smt. Bharati Ravindra Mahajan and Mrs. Shobha Kedar Jawale and their names are also recorded in the record of Sanmitra Co - operative Housing Society and the said 4 owners have acquired right, title, interest, share and benefit in the project land.

AND WHEREAS the Promoters have acquired development rights of the Project land from owner of the property Shri Hemkant Govind Phalak, Shri Ashok Govind Phalak, Smt. Bharati Ravindra Mahajan and Mrs. Shobha Kedar Jawale by registered development agreement and power of attorney both dated 22.08.2013



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NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoters shall construct the said building consisting of stilt (part) and ground part + 7 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1a The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee **Apartment / Shop / office No. 702**. Of carpet area admeasuring **40.92 sq. mtrs.** Carpet + Encl. balcony **12.99. Sq. mtrs.** Carpet + passage area **0.92 sq. mtrs.** Carpet + Open balcony **08.08 Sq. mtrs.** Carpet, totally admeasuring **62.91 sq. mtrs.** Carpet, on **7TH floor** of the building **NAKSHATRA ASHVINI** (hereinafter referred to as "the **Apartment / shop / office** ") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. 80,00,000/- (Eighty Lakhs Only)** including covered parking space situate at stilt as stack parking at **stilt** being constructed in the said building on the ground floor, the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

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1(b) The total aggregate consideration amount for the **apartment** is thus **Rs. 80,00,000/- (Eighty Lakhs Only)**

The Allottee has paid on or before execution of this agreement a sum of **Rs.17,00,000/- (Rupees Seventeen Lakhs only)** as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of **Rs. 63,00,000/- (Rupees Sixty Three Lakhs Only)** in the following manner :-



Sr. No.	Particulars	Amt of %
1	At the time of Booking of said flat	10%
2	At the time of execution & registration of agreement (not exceeding 30% of the total consideration)	20%
3	After completion of plinth (not exceeding 45% of the total consideration)	15%
4	After completion of first, second & Third slab	10%
5	After completion of fourth, fifth & sixth slab	10%
6	After completion of Seventh & eighth slab (not exceeding 70% of the total consideration)	5%
7	After completion of the walls, internal plaster, flooring & windows & fixing and plumbing work (not exceeding 75% of the total consideration)	5%
8	After completion of sanitary fittings, staircases, lift, wells, lobbies up to the floor level (not exceeding 80% of the total consideration)	5%

SELLER

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First Schedule Above Referred to

All that piece or parcel of non - agricultural land bearing C.T.S. nos. 3651 to 3655, Tikka no. 26, totally admeasuring 494.1 sq. mtrs. in Sanmitra Co-operative Housing Society Ltd., lying and situate at village - Navi Dombivli, Taluka - Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and Sub - Registration District - Kalyan. and Registration District - Thane and bounded as under :

- On or towards the East : Survey no. 113
On or towards the West : Road
On or towards the North : Plot No. 15
On or towards the South : Plot no. 17

**Second Schedule Above Referred to
Common Areas and Facilities**

- i) Staircase
- ii) Passage in front of each flat on the staircase.
- iii) Terrace
- iv) Open space in the compound of the building.
- v) Drainage.
- vi) Underground and overhead water tank.
- vii) Submersible water pumps.
- viii) Power back up to Lift.
- ix) Lift.
- x) Electricity meter box.
- xi) Compound wall
- xii) Main gate

SCHEDULE

Apartment / Shop / office No. 702. Of carpet area admeasuring 40.9254 mtr. Carpet + Encl. balcony 12.99. Sq. mtrs. Carpet + Passage area 0.92 sq. mtrs. Carpet + Open balcony 08.08 Sq. mtrs. Carpet, totally admeasuring 62.91 sq. mtrs. Carpet, on 7TH Floor in the building known as NAKSHATRA ASHVINI.




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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **DOMBIVLI** in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED "PROMOTERS" M/S NAKSHATRA DEVELOPER Through its Partner

SHRI. JEET SHIRISH SHETHIA

In the presence of
 1.

2.



Jeet Shethia

SIGNED AND DELIVERED BY THE WITHIN NAMED "Allottees"

MR. MANOJ SHANKARLAL PUROHIT



Manoj Purohit

MRS. PRIYANKA MANOJ PUROHIT
 In the presence of

1. SHRI CHUNILAL DEVSI DEDHIA

Signature चुनीलाल देवसा देडिया

2. SHRI VIJAY JETSHI LODAYA

Signature *Vijay Jetshi*



Priyanka Purohit



Jeet Shethia
 SELLER

Manoj Purohit
 BUYER