



22/03/2021

सूची क्र.2

दुय्यम निबंधक : सह.डु.नि. उल्हासनगर 4

दस्त क्रमांक : 2433/2021

नोंदणी :

Regn:63m

गावाचे नाव : शिरगाव

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	2300000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1978000
(4) मू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:कुळगांव-बदलापूर इतर वर्णन ; इतर माहिती: , इतर माहिती: विभाग क्र. 11/29,मौजे शिरगांव,सर्व्हे नं. 150,प्लॉट नं. 2 व सर्व्हे नं. 153,एकुण क्षेत्र 4424 चौ. मी. यावरील आकाशगंगा या इमारतीमधील निवासी सदनिका क्र. 104,पहिला मजला,बी विंग,क्षेत्र 35.76 चौ. मी. कारपेट((Survey Number : 150 ;))
(5) क्षेत्रफळ	1) 35.76 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. आशिष गोळे प्रमोटर्स अँड बिल्डर्स तर्फे प्रोप्रा. श्री आशिष वामन गोळे यांचे तर्फे कु. मु. व क. ज देणार म्हणुन श्री सोमनाथ दशरथ सुरोशे - वय:-43; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: गोळेवाडी, कुळगांव, बदलापूर पूर्व, ता. अंबरनाथ, जि. ठाणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-ADOPG4721F
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-वैभव बाळाराम सावंत - वय:-24; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रुम नं. 16, बिल्डींग नं. 19, म्हाडा नगर परिषद कॉलनी, कुळगांव बदलापूर पूर्व, ता. अंबरनाथ, जि. ठाणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-HBGPS6469M 2): नाव:-ओंकार बाळाराम सावंत - वय:-21; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रुम नं. 16, बिल्डींग नं. 19, म्हाडा नगर परिषद कॉलनी, कुळगांव बदलापूर पूर्व, ता. अंबरनाथ, जि. ठाणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-JUHPS6319L 3): नाव:-उषा बाळाराम सावंत - वय:-42; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रुम नं. 16, बिल्डींग नं. 19, म्हाडा नगर परिषद कॉलनी, कुळगांव बदलापूर पूर्व, ता. अंबरनाथ, जि. ठाणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-BZKPS1689F
(9) दस्तऐवज करून दिल्याचा दिनांक	22/03/2021
(10)दस्त नोंदणी केल्याचा दिनांक	22/03/2021
(11)अनुक्रमांक,खंड व पृष्ठ	2433/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	92000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	23000
(14)शेरा	



सह. दुय्यम निबंधक वर्ग-२
उल्हासनगर-४.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

Ward No. : 11/29
Village : SHIRGAON
Residential Flat no. : 104, First floor
Area : 35.76 Sq. Mtrs. Carpet (RERA area)
Govt. Rate : @ Rs. 45,600/- Per. Sq. Mtrs
Actual Value : Rs. 23,00,000/-
Govt. Value : Rs. 19,78,000
Stamp Duty : Rs. 92,000/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made, entered, and executed on this 22nd day of March, 2021 at Badlapur, Taluka Ambernath, Dist- Thane.

By and Between

M/S. ASHISH GOLE PROMOTERS AND BUILDERS, a Proprietary firm, and doing its business as Builders, Developers and having its office address at Golewadi, Kulgaon, through its Proprietor **SHRI ASHISH WAMAN GOLE** herein after called and referred to as 'THE DEVELOPERS / PROMOTER/DEVELOPER' (which expression shall unless repugnant to the context or meaning thereof means and includes the directors and all sub-Proprietors, administrators and assigns) OF THE FIRST PART.

AND

Mr. Vaibhav Balaram Sawant, (Aadhar no. 2754 3095 1934), aged about 24 yrs, Occupation Service, residing at Room no. 16, Building no. 19, MHADA Nagar Parishad colony, Nr. Siddhanath Apana Bazar, Badlapur East., (PAN- HBGPS6469M),

Mr. Omkar Balaram Sawant, (Aadhar no. 4729 9910 4848), aged about 21 yrs, Occupation Service, residing at Room no. 16, Building no. 19, MHADA Nagar Parishad colony, Nr. Siddhanath Apana Bazar, Badlapur East., (PAN- JUHPS6319L),

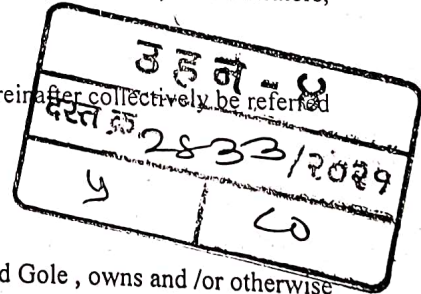
Smt. Usha Balaram Sawant, (Aadhar no. 9326 6195 8431), aged about 42 yrs, Occupation Housewife, residing at Room no. 16, Building no. 19, MHADA Nagar Parishad colony, Nr. Siddhanath Apana Bazar, Badlapur East., (PAN- BZKPS1689F),

Hereinafter called the "Allottee"/Purchaser/s (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoters/Developers and Allottee / Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:-

The 1) Mrs. Nirmala Ravindra Karale 2) Mr. Waman Govind Gole, owns and /or otherwise is well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 150, Plot No. 2, area admeasuring about 424 sq.mts and Survey No. 153, area admeasuring about 4000 sq.mts respectively, Village-Shirgaon, Taluka Ambernath, District Thane within the limits of the Registration District Thane, Sub Registration District Ambernath and also within the limits of Kulgaon Badlapur Municipal Council and more particularly described in the scheduled herein under written and the said plot herein after for the sake of brevity called and referred to as 'the project land '). The said Properties are more particularly described in the Schedule- I hereunder written.



[Handwritten signatures and names]
Sawant: 8502091
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AND WHEREAS, By an agreement dated 15th November, 2017, The Land Owner 1) Mrs. Nirmala Ravindra Karale, and on dated 07th December, 2017, the Land Owner 2) Mr. Waman Govind Gole agreed to sale the Development Rights in respect of the said property i.e. Survey No. 150, Plot no. 2, area admeasuring about 424 sq.mts and Survey No. 153, area admeasuring about 4000 sq.mts respectively and more particularly described in the SCHEDULE hereunder written.

AND WHEREAS as per the above recited deed, agreement M/s Ashish Gole Promoters & Builders i.e the developers / builders herein have been put in possession of the project land as on date of the execution of the said agreements.

AND WHEREAS the Builders/Developers are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS in pursuance of the above said Deed of Conveyance , M/s ASHISH GOLE PROMOTERS & BUILDERS, through its proprietor decided to develop the above said property more particularly described in the schedule herein under written and to construct thereon a building in accordance with the requisite permissions and conditions from the local authority at their own cost and expenses and to dispose of the commercial shops & offices and residential flats / units in the building to be constructed on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof.

AND WHEREAS the said land is being converted to non- agriculture uses by the order of the Collector Thane Vide its office order No.MH/K-1/T-3/NAP/RK/KV-237/2017, dated 09/08/2017.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Builders/Developers herein above mentioned by and under the virtue of the above referred agreements and deed and with the intention to carry out the scheme of construction known as **AKASHGANGA** (hereinafter referred as "said Project" and described in **Schedule-II** and shown in Annexure below), got and obtain the necessary building plans and works commencement certificate approved from the Kulgaon Badlapur Municipal Council vide their permission No K.B.N.P./NRV/BP/0293/201/2017-2018 Unique No. 291 dated 08/01/2018. And KBMC sanctioned Re-approval vide its order no. K.B.N.P./NRV/BP/1684/75/2020-2021, Unique No.75 Dt. 25/02/2021.

AND WHEREAS in pursuance to the sanctioned plans and permission and subject to the terms, conditions stipulations and compliances laid down by the said local authorities, which are to be performed by the Builders/Developer, the builders herein have become entitled to commence work of construction of the said project / buildings as shown on the plan annexed hereto.

AND WHEREAS the Builders/Developer has completed all the legal formalities with respect to the title and interest in respect of the project land on which the said project is to be constructed. The Promoters/Developers and Developer herein have exclusive right to sell the Shops/ Offices and Apartments/ Construction Units in the said project to be constructed by the Developer on the project land and is fully competent to enter into agreement/s, Deeds, with the Allottee/s / Purchasers, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS the Builders/Developers herein has appointed 1) Shri. Satish Oak, Architects Add. - Kulgaon, Badlapur (E) and 2) STRUC-TECH CONSORTIUM, Add.: Sanjevani apt. above monginis shop, Near Railway station at Badlapur (E) and they have accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the Promoters/Developers herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if Builders/Developers so decide.

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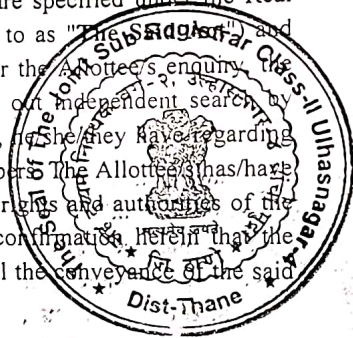
AND WHEREAS the Builders/Developers has proposed to construct on the project having 2 Buildings, viz. A wing & B wing, Comprises Total 11 Shops, 3 Offices and 46 Residential Units in A wing AND, 24 Residential Units in B wing, in the said Project, and particularly on the project land.

AND WHEREAS the Builders/Developers has decided to form an Association of Apartments / Co-Operative Housing society of all Premises purchasers of the buildings/project.

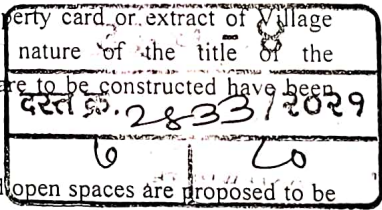
THE PROMOTERS/BUILDERS shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, Hotel, Restaurant and for other non-residential purpose and the purchaser herein along with the other purchasers shall not raise any objection for such non-residential use of the premises sold by the promoters to the intending purchasers.

AND WHEREAS the Allottee has offered to purchase a Residential Flat bearing Residential Premises number 104 on the First floor, B Wing (herein after referred to as the said "Apartment") in the Building called AKASHGANGA (herein after referred to as the said "Building") being constructed in the first phase of the said project, by the Promoters/Developers.

AND WHEREAS The Allottee/s herein has demanded from the Builders/Developers and the has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder: written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The Act") and rules and regulations made by State of Maharashtra there under. After the Allottee's enquiry, Promoters/Developers herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, if they have regarding the marketable title and rights and authorities of the Promoters/Developers. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Builders/Developer herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.




AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/Developers, authenticated copies of Property card or extract of Village Forms or any other relevant revenue record showing the nature of the title of the Builders/Developer to the project land on which the Apartments are to be constructed have been annexed hereto and marked.



AND WHEREAS, the plan of the construction of the buildings and open spaces are proposed to be provided and is sanctioned by Kulgaon Badlapur Municipal Council, vide its order no. K.B.N.P./NRV/BP/0293/201/2017-2018, Unique No.201 Dt. 08/01/2018, and KBMC sanctioned Re-approval vide its order no. K.B.N.P./NRV/BP/1684/75/2020-2021, Unique No.75 Dt. 25/02/2021. The authenticated copies of the plans of the Layout of the said project as approved by the concerned Local Authority have been annexed hereto and marked.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked.

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32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

33. STAMP DUTY AND REGISTRATION FEES:

The above flat cost is inclusive of Stamp Duty & Registration Fees. The requisite Stamp Duty & Registration Fee for the above said flat will be borne by the Builders/Developers, M/s. Ashish Gole Promoters & Builders.

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.



SCHEDULE - I

ALL THAT PIECE AND PARCEL OF N.A. LAND lying and situated at Village Shirgaon, Tal. Dist. Thane, bearing Survey No. 150, Plot No. 2, area admeasuring about 1424 sq.mts and Survey No. 153, area admeasuring about 4000 sq.mts respectively. Within the limits of the Kulgaon Badlapur Municipal Council, within the Sub registration district Ulhasnagar, Registration district Thane and bounded as follows:

- On or towards East : Hrushikesh CHS
- On or towards West : Mr. Kishor Salunkhe's Property
- On or towards South : Nala
- On or towards North : 50 ft. Road

together with all easement rights and benefits etc

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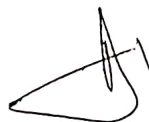
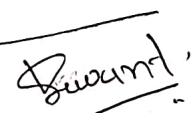

The Builder/Developer is developing and constructing the project by name "AKASHGANGA" on above mentioned property, in wings like A and B etc. Map of land piece on which these wings are to be constructed is demarked on separate sheet in this agreement.

SCHEDULE - II

(Description of premises to be purchased by Purchaser)

In a proposed project named as "AKASHGANGA" to be developed and constructed on the property mentioned Schedule I, the Purchaser herein agreed to purchase and Builder/Developer herein agreed to sale Residential Premises No. 104, on the First floor, wing 'B', the said premise is admeasuring carpet area (Excluding areas of balconies and terraces & F.B) about 35.76 sq. mtrs (RERA carpet area) (Subject to fluctuation of area not more than 5%) on 1st floor in building as per terms and conditions mentioned in this agreement to sale.

Exclusive Facility	* Terrace area 3.67 Sq. mtrs.
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   जय शंकर