

सूची क्र.2

द्य्यम निबंधक : सह दु.नि. कल्याण 3

दस्त क्रमांक : 18381/2023

नोदंणी: Regn:63m

गावाचे नाव: डोंबिवली (नवी)

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

6500000

(3) बाजारभाव(भाडेपटटंयाच्या (ग) _{वाबतितपटटाकार} आकारणी देतो की पटटेदार ते

3359000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :. इतर माहिती: मौजे नवी डोंबिवली येथील सिटी सर्व्हें नं 2617 ते 2626 व 3083/3,या जमीन मिळकतीवरील "रुद्र हाईट्स" या इमारतीमधील निवासी सदनिका क्र 203,दुसरा मजला,बी विंग,क्षेत्र 47.65 चौ मी कारपेट + 7.66 चौ मी बाल्कनी(रेरा नं. पी51700027142)((C.T.S. Number: 2617 to 2626 & 3083/3;))

(5) क्षेत्रफळ

1) 47.65 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे ए. एस. डी. एंटरप्रायझेस तर्फे भागीदार सुभाष चंद्रकांत म्हात्रे वथ:-64; पत्ता:-प्लॉट नं: 2, माळा नं: पहिला मजला, इमारतीचे नाव: सद्गुरू कृपा, ब्लॉक नं: -, रोड नं: राम मंदिर कॉर्नर, डोंविवली पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-421202 पॅन नं:-ABOFA1028M

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-वृषाली सुजित म्हादे वय:-37; पत्ता:-प्लॉट नं: रूम नं 501 , माळा नं: -, इमारतीचे नाव: शिवकृपा को-ऑप हौसिंग सोसायटी, ब्लॉक नं: -, रोड नं: साबे रोड, दिवा पूर्व , महाराष्ट्र, THANE. पिन कोड:-400612 पॅन नं:-CKMPM8260L

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/12/2023

(10)दस्त नोंदणी केल्याचा दिनांक

19/12/2023

(11)अनुक्रमांक,खंड व पृष्ठ

18381/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुलक

455000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

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(14)शेरा

ज सह द्य्यम निबंधक वर्ग-२ कल्याण कं-3

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



AGREEMENT FOR SALE

Dombivli on this 19 the day of the month of December 2023 by and between

M/S. A. S. D. ENTERPRISES, a Partnership Firm, carrying on business of property development and having its Registered Office at Flat No. 2, First Floor, Sadguru Krupa, Ram Mandir Corner, Dombivli (West), Taluka Kalyan, District Thane, through its PARTNER MR. SUBHASH CHANDRAKANT MHATRE, Age 64 years, occupation business, hereinafter called and referred to as the "PROMOTERS/DEVELOPERS" (which expression shall unless the context of meaning, thereof otherwise requires and repugnant thereto and with all of its grammatical variations and cognate expressions shall mean and include all of the partners for the time being constituting the said firm and their respective legal heirs, successors in interest, assigns, executors and administrators) Party of the First Part:

AND

MRS. VRUSHALEE SUJIT MHADE, Age 37 years, occupation Service/Housewife, residing at Room No. 501, Shivkrupa CHS, Sabe Road, Diva (East)-400 612, hereinafter called and referred to as the "PURCHASER" (which expression shall unless the context of meaning thereof otherwise requires and representative and thereto? 3 and with all of its grammatical variations and cognate expressions shall mean and include all of his/her/their legal heirs, legal representatives and successors in interest and executors and administrators) Party of the Second Rantis and

WHEREAS,

A) Shri. Murari Baban Joshi & Others are the absolute owners, obsiers pssessors of the Non-Agricultural land bearing City Survey Numbers 2617 to 2626 & City Survey Number 3083/3, totally admeasurement 80 Sq. Meters, Revenue Village Navi Dombivli, within the limits of Kalyan-Dombivli Municipal Corporation and within the Registration Sub-District Kalyan, Registration District Thane and more particularly described in THE FIRST SCHEDULE-A OF THE PROPERTY, hereinafter called and referred to as the "SAID ENTIRE PROPERTY".

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offered a RESIDENTIAL FLAT bearing No. 203, on 2nd Floor, in Wing-B, admeasuring 47.65 Sq. Meters Carpet area and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area 7.66 Sq. Meters (balcony area to be enclosed at the time of obtaining building completion certificate & upon obtaining permission from K.D.M.C. with balcony premium paid by the Promoters), Dry balcony area _____ Sq. Meters, Cupboard area _____ Sq. Meters and exclusive open terrace area _____ Sq. Meters appurtenant to the said Flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat, in the Building called "RUDRA HEIGHTS" (herein after referred to as the said "premises") being constructed on the said property.

- S) The Purchasers after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress, the facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he/she/they shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and or further alterations in the scheme of construction as may be permitted by the K. D. M. C./concerned town planning authorities from time to time and accordingly has granted his/her/their express and irrevocable consent and confirmation for the same.
- T) The Promoters shall/have follow the requisite procedure under the provisions of the Real Estate (Regulation & Redevelopment) Acts 2016 with the Real Estate Regulatory Authority.
- U) On demand from the Purchasers, the Promoters have given inspection to the Purchasers of all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules 2017(hereinafter referred to as the "SAID ACT") and the Rules and Regulations made thereunder;

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- Property as shown in the records of rights in respect thereof & the documents referred to hereinabove as well as the terms & conditions & the Promoters have brought to the knowledge of the Purchasers herein & the Purchasers is/are aware that during the course of completion of the construction, the Developers will acquire additional FSI/TDR as per the rules & regulations of the Municipal Corporation & will further avail, use & consume additional FSI thereby constructing additional wings, floors, flats & units in the said scheme of construction as per the Promoters may deem fit & proper & will get the plans amended, revised, modified as the Promoters may deem fit & proper & further shall also acquire additional adjacent land & carry out the development on such amalgamated property as the Promoters may deem fit & proper and the Purchaser has accorded his/her/their express & irrevocable consent for the same.
- GG) Purchasers have examined & approved the building floor plans, the nature & quality of construction fittings, fixtures, facilities & amenities provided/to be provided thereto as per the general specifications as well as the restricted & common facilities & amenities.

HH) The Purchasers have seen the site of the building & the construction work of the said building being in progress & is satisfied with the quarty of the work & has approved the same.

- II) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoters Developers while developing the said building and upon observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.
- JJ) The Promoters/Developers have accordingly commenced construction of the said building /s in accordance with the said plans.
- KK) The Flat Purchaser/s has/have applied to the Promoters/Developers for allotment of the RESIDENTIAL FLAT bearing No. 203, on 2nd Floor, in Wing-B, admeasuring 47.65 Sq. Meters Carpet area and "Carpet Area" means

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the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area 7.66 Sq. Meters (balcony area to be enclosed at the time of obtaining building completion certificate & upon obtaining permission from K.D.M.C. with balcony premium paid by the Promoters), Dry balcony area ____ Sq. Meters, Cupboard area ____ Sq. Meters and exclusive open terrace area ____ Sq. Meters appurtenant to the said Flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat, in the Building called "RUDRA HEIGHTS", being constructed by the Promoters/ Developers on the Said Property, hereinafter referred to as the "SAID FLAT/ SAID PREMISES", more particularly described in THE SECOND SCHEDULE OF THE PROPERTY.

LL) Relying upon the said application, declaration and agreement, the Promoters/Developers agreed to sell the Purchaser the Said Flat at the price and on the terms and conditions hereinafter appearing.

MM) Purchaser/s has/have inspected the said building plans and all concerned documents in respect of the property and the building and agreed to admeasuring 47.65 on Meters Carpet area and "Carpet Area" means the net excluding the area covered by the external walls, area to be enclosed at the time of obtaining building completion certificates, upon obtaining permission from K.D.M.C. with balcony premium paid by the Promoters), Dry balcony area — Sq. Meters, Sq. Meters and exclusive open terrace area — Sq. Meters, but includes the area covered by the internal partition walls of the Flat, in the Building sailed RUDRA HEIGHTS", being constructed on the Said Property at and for the price/consideration of Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only) in addition to other payments mentioned in this agreement.

NN)Prior to the execution of this agreement, the Purchaser/s has/have paid to the Promoters/Developers, the sum of Rs. 5,85,000/- (Rupees Five Lakhs Eighty Five Thousand Only) being part payment of the consideration of the Said Flat/Shop agreed to be sold by the Promoters/Developers to the Purchaser/s as an advance money (the payment and receipt whereof the

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Promoters/ Developers hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoters/Developers balance amount of sale price in the manner hereinafter appearing.

- OO) The Promoter has registered the said Project under the provisions of the Maharashtra Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority, Mumbai under the Serial No. P51700027142 dated 19.11.2020.
- PP) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

- 1. The Promoters/Developers shall construct the Multi Storled building on the said plot of land in accordance with the plans, designs, specifications approved by the concerned local authorities and which has been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters/Developers may consider necessary or as may be required by the concerned local authority/the Government to be made in them or and of them, provided that the Promoters/ Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Said Flavor, the Purchaser, see
 - 2. The Purchaser/s hereby agree to purchase from the Promoters Developers and the Promoters/Developers hereby agree to sell to the Purchaser's the Said Flat i. e. the RESIDENTIAL FLAT bearing No. 203, on 2nd 100 in Wing-B, admeasuring 47.65 Sq. Meters Carpet area and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area 7.66 Sq. Meters (balcony area to be enclosed at the time of obtaining building completion

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THE FIRST SCHEDULE-B OF THE PROPERTY

(SAID PROPERTY)

All that pieces and parcel of Non-Agricultural land bearing City Survey Numbers 2617 to 2626 & City Survey Number 3083/3, totally admeasuring 1456.73 (admeasuring 1419.72 Sq. Meters' as shown in the K.D.M.C. sanctioned plan) out of 1680 Sq. Meters, Revenue Village Navi Dombivli, within the limits of Kalyan-Dombivli Municipal Corporation and within the Registration Sub-District Kalyan, Registration District Thane and bounded as

On or towards East

Shivam Tower Building & Shiv Mandir

On or towards West

: Budhaji Tower Building

On or towards North

: Songya Mhatre Building

On or towards South

: Road

THE SECOND SCHEDULE OF THE PROBERTY (SAID PREMISES)

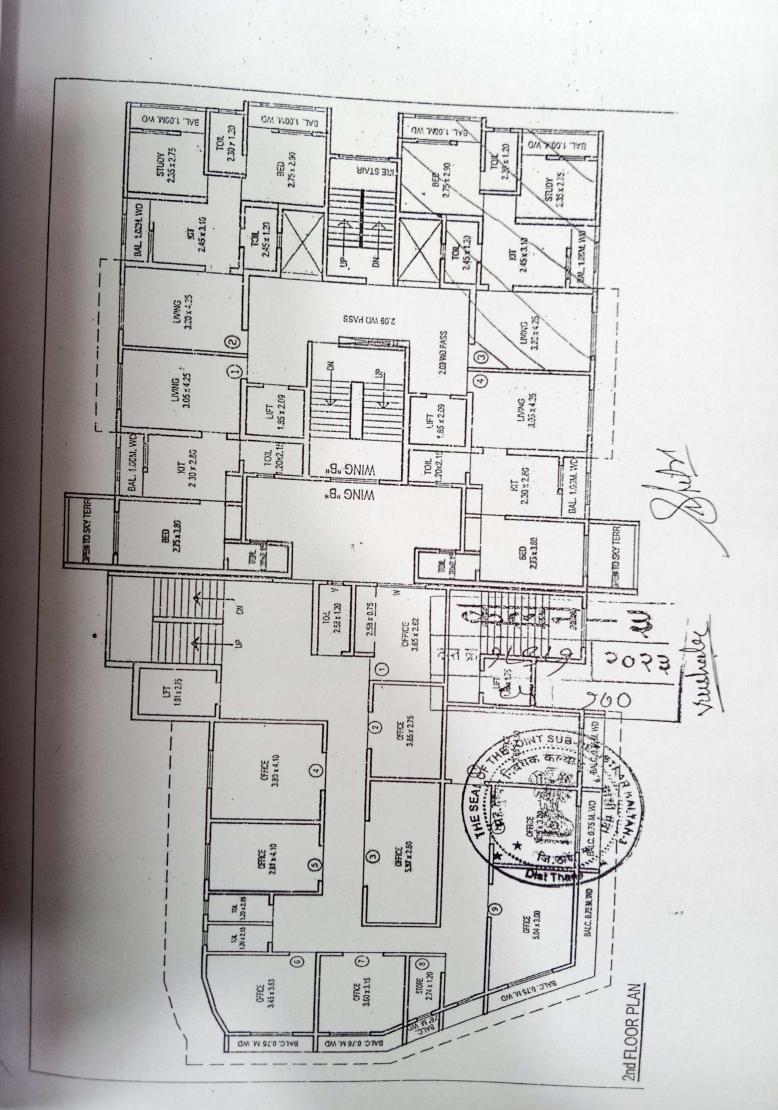
RESIDENTIAL FLAT bearing No. 203, on 2nd Floor, in Wing-B, admeasuring 47.65 Sq. Meters Carpet area and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls areas under services shafts, exclusive balcony area 7.66 Sq. Meters (balcony to be enclosed at the time of obtaining building completion certificate & upon obtaining permission from K.D.M.C. with balcony premium paid by the Promoters), Dry balcony area ____ Sq. Meters, Cupboard area ___ Sq. Moters and exclusive open terrace area ____ Sq. Meters appurtenant to the said Flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat, in the Building called "RUDRA HEIGHTS", being constructed on Non-Agricultural land bearing City Survey Numbers 2617 to 2626 & City Survey Number 3083/3, totally admeasuring 1456.73 (admeasuring 1419.72 Sq. Meters as shown in the K.D.M.C. sanctioned plan) out of 1680 Sq. Meters, Revenue Village Navi Dombivli, within the limits of Kalyan-Dombivii Municipal Corporation and within the Registration Sub-District Kalyan, Registration District Thane and bounded as follows:

Shivam Tower Building & Shiv Mandir On or towards East

On or towards West Budhaji Tower Building Songya Mhatre Building On or towards North

On or towards South Road

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

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

Project: RUDRA HEIGHTS, Plot Bearing / CTS / Survey / Final Plot No.: 2617 TO 2626, 3083/3 at DOMBIVLI, Kalyan, Thane, 421202;

- 1. A.S.D. Enterprises 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 (I) 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 19/11/2020 and ending with 30/12/2023 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.



Dated: 04/05/2023 Place: Mumbai 表現 年、9 L3 L9 マロマミ の 9 の Signature valid Digitally Signed

Digitally Signed by
Mr. Arun Appasaheb Nadagoudar
(Secret Strickerse, MahaRERA)
Date:04-05-2023 11:33:45

Signature and seal of the Authorized Officer
Range Maharashka Real Estate Regulatory Authority

Dist Thane