

31/03/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.कल्याण ४

दस्त क्रमांक : 5387/2024

नोंदणी

Regn 63m


गावाचे नाव : वडवली

(1) विवेकाचा प्रकार	करारनामा
(2) मोबदला	3474000
(3) वाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3279000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: विभाग क्र. 34/97 दर 47400 चौ. मी. मोजे वडवली येथील सर्व्हे नं. 21,22,हिस्सा नं. 4/1 या जागेवरील आशापुरा गॅलॅक्सी बिल्डींग नं. ए-1 या इमारतीमधील सदनिका क्र. 906,नववा मजला,क्षेत्र 50.20 चौ.मी.कारपेट. बाल्कनी क्षेत्र 9.69 चौ. मी.((Survey Number : सर्व्हे नं. 21,22, हिस्सा नं. 4/1. .))
(5) क्षेत्रफळ	1) 50.20 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:-मेंसर्स आशापुरा इस्टेट तर्फे भागीदार जीवराज थानजी पटेल - - वय:-58; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस नं. 302, मिरज आर्कड, नेहरू रोड, गणेश मंदिर समोर, डोंबिवली पूर्व, ब्रॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-AATFA1269Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रदीप रामानुग्रह शुक्ला - - वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बी-302, अमिषा वेणू, तिसरा मजला, मासाचा पाडा, काशी गाव, अमिषा गार्डन जवळ, मीरा रोड पूर्व, ब्रॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AXJPS9368R 2): नाव:-मीरा प्रदीप शुक्ला - - वय:-43; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बी-302, अमिषा वेणू, तिसरा मजला, मासाचा पाडा, काशी गाव, अमिषा गार्डन जवळ, मीरा रोड पूर्व, ब्रॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-401107 पॅन नं:-CYDPS5652K 3): नाव:-सुरज प्रदीप शुक्ला - - वय:-24; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बी-302, अमिषा वेणू, तिसरा मजला, मासाचा पाडा, काशी गाव, अमिषा गार्डन जवळ, मीरा रोड पूर्व, ब्रॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-NSDPS7956D
(9) दस्तऐवज करून दिल्याचा दिनांक	31/03/2024
(10) दस्त नोंदणी केल्याचा दिनांक	31/03/2024
(11) अनुक्रमांक,खंड व पृष्ठ	5387/2024
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	243200
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शरा	

मुल्याकनामाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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


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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made, executed and entered into at Dombivli on this 31st day of March, 2024

BETWEEN

M/S. ASHAPURA ESTATES, a Partnership Firm, having its office at 302, Mirage Arcade, Nehru Road, Opp. Ganesh Mandir, Dombivli (E) 421201., holding **PAN-AATFA1269Q**, through its partner **MR. JIVRAJ BHANJI PATEL** hereinafter called and referred as **PROMOTERS/DEVELOPERS** (which expression shall unless it be repugnant to the context of meaning thereof shall mean and include the partners for the time being, survivors and surviving partners of the said firm and their heirs, executors, administrators and assigns) of the **First Part**;

AND

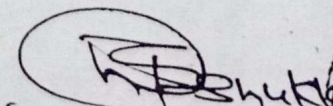
MR. PRADEEP RAMANUGRAH SHUKLA, Age 48 years,
Occupation- Service PAN- AXJPS9368R

MRS. MEERA PRADEEP SHUKLA, Age 43 years, Occupation –
Housewife , PAN – CYDPS5652K,

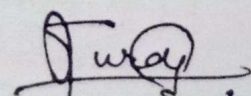
MR. SURAJ PRADEEP SHUKLA, Age 24 years, Occupation- Service
PAN- NSDPS7956D All Residing at – All Residing at – B-302, Amisha Avenue, 3rd Floor, Masacha Pada, Kashi Gaon, Near Amisha Garden, Mira Road (E). Thane. 401107., hereinafter called the **PURCHASER/ ALLOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the **Other Part**; The Purchaser/Allottee whether singular or plural, masculine or feminine, Partnership Firm, Body Corporate or any other association of people for the sake of brevity is referred to as the **Purchaser/Allottee** as singular masculine;

WHEREAS vide Sale Deed dated 23.07.2014, registered with the office of Sub-Registrar of Assurance Kalyan-5, on 23.07.2014, at Sr.No.4963/2014, Promoters/Developers herein purchased from Smt. Kasubai Mahadu Bhoir & 12 Others, all that piece and parcel of land bearing S.No.21,

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admeasuring 9050 Sq.Mtrs., lying, being and situate at village Vadavali, Tal. Kalyan, Dist. Thane, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane (hereinafter called and referred to for the sake of brevity as the **SAID LAND-I**);

AND WHEREAS vide Development Agreement dated 20.10.2011, duly registered with the Office of Joint Sub-Registrar of Assurances, Kalyan-2, on 01.11.2011, at Sr.No.10880/2011, and Power of Attorney dated 20.11.2011, authenticated by the Office of Joint Sub-Registrar of Assurances, Kalyan-2, Smt. Shantabai Dharma Bhoir and Others, assigned to the Promoters/Developers herein, the development rights in respect of all that piece and parcel of land bearing S.No.22/4/1, admeasuring 2150 Sq.Mtrs., lying, being and situate at village Vadavali, Tal. Kalyan, Dist. Thane, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane and Sub-District Kalyan (hereinafter called and referred to for the sake of brevity as the **SAID LAND-II**);

AND WHEREAS in pursuance of the aforesaid registered Sale Deed & Development Agreement recited hereinabove, the Promoters/Developers have sole and exclusive right to collectively develop the Said Land-I & Said Land-II, being all that piece of N.A. land bearing **S.No.21, admeasuring 9050 Sq.Mtrs., and S.No.22, H.No.4/1, admeasuring 2150 Sq.Mtrs.,** thus totally admeasuring **11200 Sq.Mtrs.,** or thereabout, lying, being and situate at village **Vadavali**, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane and Sub-District Kalyan, and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter called and referred to for the sake of brevity as the **SAID PROPERTY**);

AND WHEREAS the Promoters/Developers have sole and exclusive right to construct a multi-storied building in and over the said property, and

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Sandeep Paranjpe, Dombivli (E), and Structural Engineer Mr. J.N. Chaudhari (M/s. Aarna Structural Consultants), and approved by the Kalyan Dombivli Municipal Corporation, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (RERA), and the rules made thereunder being The Maharashtra Real Estate (Regulation And Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest And Disclosures on Website) Rules 2017 (MAHARERA) (hereinafter called and referred to for the sake of brevity as **THE SAID ACT & THE SAID RULES**);

AND WHEREAS the Developers/Promoters have made full and true disclosure of the nature of its title to the said property and the Purchaser/ Allottee after going through the entire disclosures, the future course of development and also verifying the site of the building and the work of construction and its progress thereof, amenities and nature and scope thereof and after being satisfied about the same has offered to purchase/acquire and the Developers/Promoters have agreed to sell/allot a residential/commercial unit being **Flat No. 906** on the **9th** Floor, in the Building No. **A1**, of the project to be known as **ASHAPURA GALAXY**, situated at Vadavli, Tal. Kalyan, Dist. Thane. to be constructed on the said property, and more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter called and referred to for the sake of brevity as the **SAID UNIT**);

AND WHEREAS the carpet area of the said Unit is **50.20 Sq.Mtrs.**, alongwith an Exclusive Area totally admeasuring **9.69 Sq.Mtrs.** being **Open** and/or **Enclosed Balcony** admeasuring **9.69 Sq.Mtrs.**, **Open Terrace** admeasuring **— Sq.Mtrs.**, For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area

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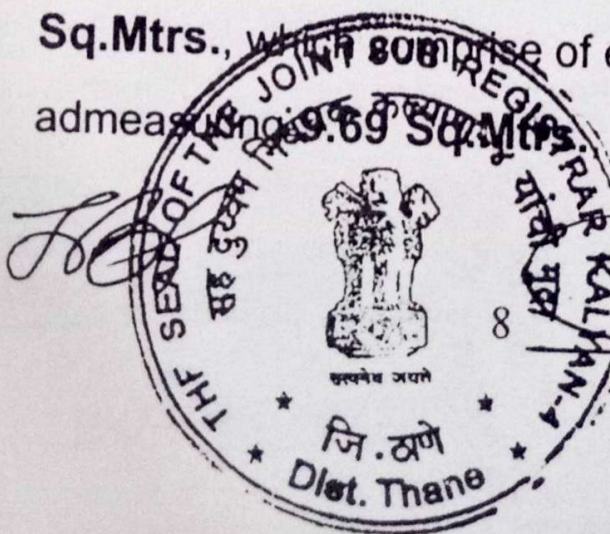
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4. (A) The Purchaser/Allottee hereby agrees to purchase from the Developers/Promoters and Developers/Promoters hereby agree to sell/allot to the Purchaser/Allottee **Flat No. 906**, having **Carpet** area admeasuring **50.20 Sq.Mtrs.**, on the **9th** Floor, in the Building No. **A1** of the project known as **ASHAPURA GALAXY**, situated at Vadavli, Tal. Kalyan, Dist. Thane. to be constructed on the said property, as shown on the floor plan hereto annexed and more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter called and referred to for the sake of brevity as the **SAID UNIT**) for a total price or consideration of **₹34,74,000/- (Rupees Thirty Four Lakh Seventy Four Thousand Only)** inclusive of proportionate price of the common areas and facilities appurtenant to the said Unit.

(B) The Purchaser hereby agrees to purchase from the Developers/Promoters, and the Developers/Promoters agree to allot to the Purchaser **No Mechanical Stack Parking** in the **Stilt** at or for a consideration of ₹ /- (**Rupees** **Only**). The Developers/Promoters agree to allot the designated parking space to the Purchaser in the said Project as per availability, at the entire discretion of the Developers/Promoters and shall issue separate allotment letter in respect of such parking space designated for the Purchaser, at the time of handing over possession of the said Unit to the Purchaser.

(C) Thus the total aggregate consideration amount for the said Unit Without Mechanical Stack Parking space is **₹34,74,000/- (Rupees Thirty Four Lakh Seventy Four Thousand Only)**

(D) In addition to the area mentioned above, the Promoters have also proposed to provide **Exclusive Areas** admeasuring **9.69 Sq.Mtrs.**, which comprise of exclusive open or enclosed balcony admeasuring **9.69 Sq.Mtrs.** and/or Open Terrace admeasuring



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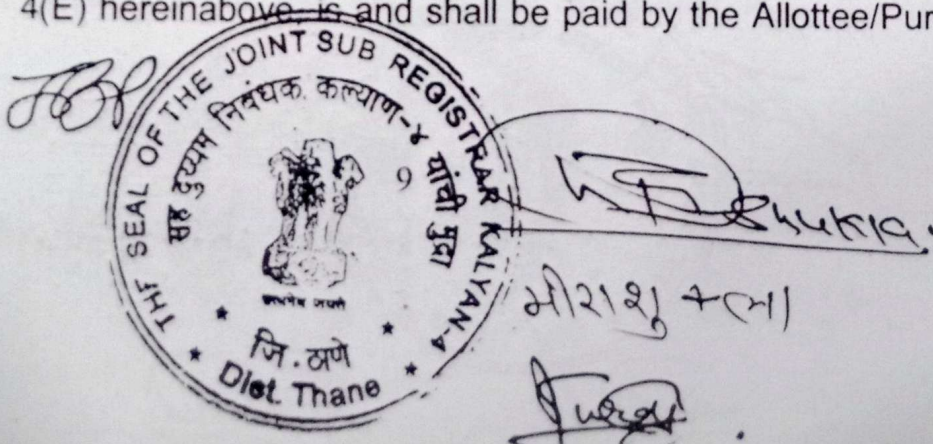
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— Sq.Mtrs., appurtenant to the said Unit for exclusive use of the Purchaser/Allottee, which shall be fused to the said Unit and the same shall be subject to the final approval from sanctioning body at the time of obtaining the final Occupancy Certificate from sanctioning authority. The said areas are shown in the typical floor plan of the said Unit annexed hereto.

(E) The Purchaser/Allottee hereby agrees to pay to the Promoters the agreed amount of consideration of ₹34,74,000/- (**Rupees Thirty Four Lakh Seventy Four Thousand Only**) in the following manner:

- a) 5% at the time of booking.
- b) 15% to be paid upon the execution of Agreement.
- c) 15% on completion of Plinth work.
- d) 5% on completion of First & Second Slab.
- e) 5% on completion of Third & Fourth Slab.
- f) 5% on completion of Fifth & Sixth Slab.
- g) 5% on completion of Seventh & Eighth Slab.
- h) 5% on completion of Ninth & Tenth Slab.
- i) 5% on completion of Eleventh & Twelfth Slab.
- j) 5% on completion of Thirteenth Slab.
- k) 10% on completion of internal & external brick work.
- l) 5% on completion of internal & external plastering.
- m) 5% on completion of tiling, flooring, electrification work.
- n) 5% on completion of plumbing & colouring work
- o) 5% at the time of possession.

(F) The part-payment of the sale consideration of the said unit paid by the Allottee/Purchaser to the Promoters/Developers on or before the execution of this agreement or anytime thereafter in excess of the respective installments as mentioned in Clause 4(E) hereinabove is and shall be paid by the Allottee/Purchaser



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non-observance of any of the terms and conditions of this agreement by the Allottee, nor shall the same in any manner prejudice the rights of the Promoters.

47. This agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, framed there under and any other provisions of Law Applicable thereto.

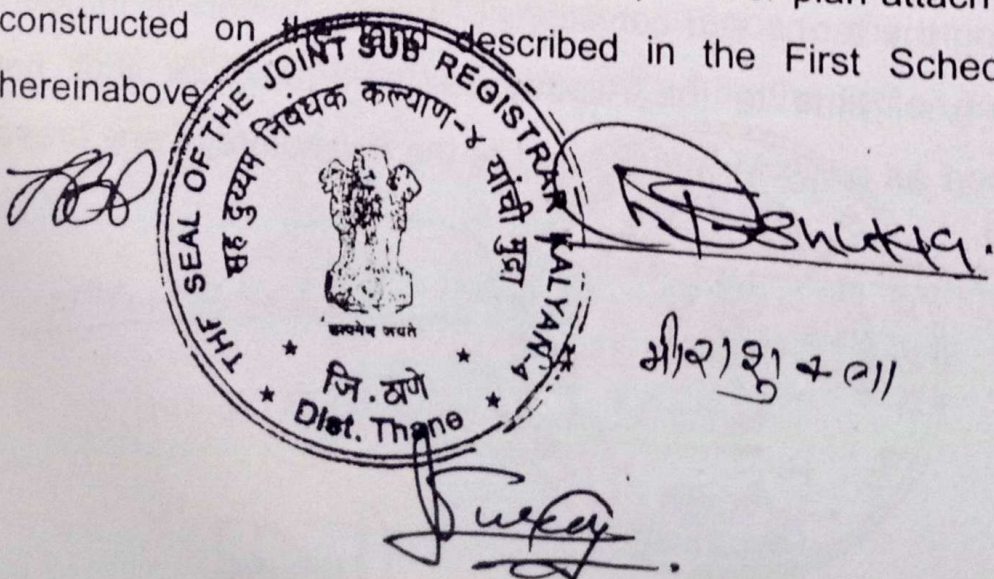
THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the "Said property")


ALL THAT piece and parcel of N.A. land bearing **S.No.21**, admeasuring **9050 Sq.Mtrs.**, and **S.No.22/4/1**, admeasuring **2150 Sq.Mtrs.**, thus totally admeasuring **11200 Sq.Mtrs.**, or thereabout, lying, being and situate at village **Vadavali**, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivli Municipal Corporation and within the Registration District Thane and Sub-District Kalyan, and bounded as follows:

- On or towards the East : Property S.No. 20 & S. NO. 22, H.NO. 4/2
On or towards the West : Property S.No. 2,3, S. No. 22, H. No. 3 & 5
On or towards the North : Property S. No. 19
On or towards the South : Property S. No. 22, H. No. 3 & Village Rd.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the "Said UNIT")

ALL THAT piece and parcel of Flat No.906, having **Carpet** area admeasuring **50.20 Sq.Mtrs.**, on the **9th Floor**, alongwith **Exclusive Areas** admeasuring **9.69 Sq.Mtrs.**, which comprise of exclusive open or enclosed balcony admeasuring **9.69 Sq.Mtrs.** and/or Open Terrace admeasuring **— Sq.Mtrs.**, appurtenant to the said Unit, in the Building No. **A1** of the project known as **ASHAPURA GALAXY**, situated at Vadavli, Tal. Kalyan, Dist. Thane. as per floor plan attach herewith, to be constructed on the land described in the First Schedule mentioned hereinabove




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 registration number :
P51700045776

Project ASHAPURA GALAXY , Plot Bearing / CTS / Survey / Final Plot No.: S No 21 and S No 22 (A/1) at Vadavaki
Blk., Kalyan, Thane, 421102;

1. Ashapura Estates having its registered office / principal place of business at Tehsil: Kalyan, District: Thane, Pin: 421201.
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 (1) 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 09/06/2022 and ending with 30/06/2026 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

KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN

APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

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To,
M/s. Ashapura Estates through partner Mr. Hemchand Nakarani
& Mr. Virsen Premji Wadiya & Other.
P.O.A. - M/s. Ashapura Estates through partner
Mr. Virsen Premji Wadiya & Mr. Jivraj Bhanji Patel.
Architect - Mr. Sandeep Paranjpe, Dombivli (E).
Structural Engineer - Mr. J.N. Chaudhari (M/s.Aarna Sturctural
Consultants)

With reference to your application dated 12/02/2021 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work / Building on Survey No. 21 & Survey No. 22, Hissa No. 4/1, Village Vadavali, the Commencement Certificate/ Building Permit is granted under Section 45 of the said Act, subject to the following conditions:

1. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street in future.
2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
3. The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue unless the work is not commenced within the valid period.
4. This permission does not entitle you to develop the land which does not vest in you.

Office No. KOMC/TPD/BP/KD/2021-22/85

Office Stamp

Date : 16/03/2022.

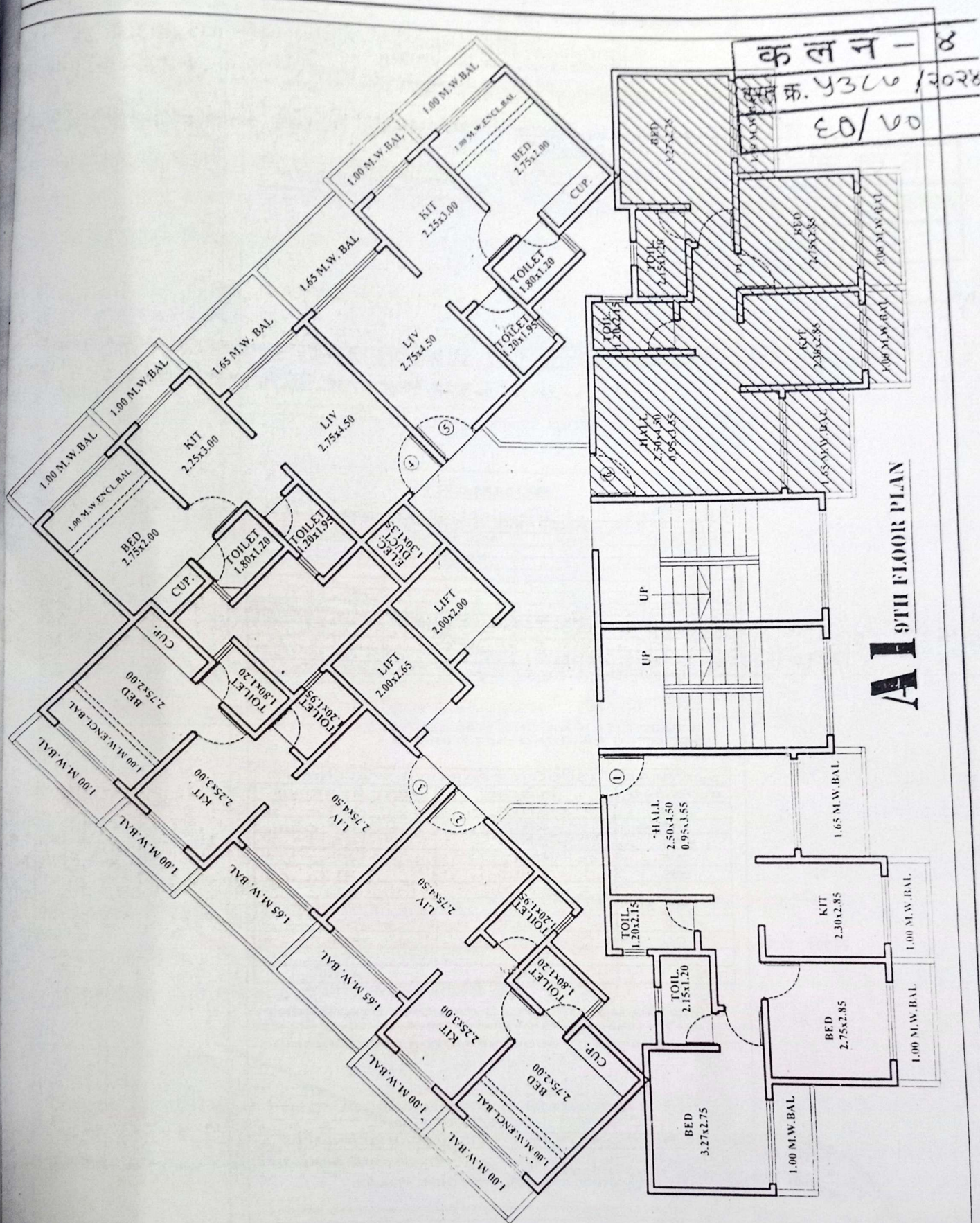
Yours faithfully,

[Signature]
for Assistant Director of Town Planning
Kalyan Dombivali Municipal Corpoation, Kaiyan.

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A 9TH FLOOR PLAN

SOLD FLAT NO.906 ON 9TH FLOOR IN THE A-1 BUILDING OF THE PROJECT KNOWN AS "ASHAPURA GALAXY" AT VADVALI, TAL.KALYAN

PURCHASER: Mr.PRADEEP R. SHUKLA.
 AND

Sign.

PURCHASER: Mr.S. MEERA P. SHUKLA.
 AND

Sign.

PURCHASER: Mr.SURAJ P. SHUKLA.

Sign.

FOR, M/S ASHAPURA ESTATES

Sign.

PARTNER: Mr.JIVRAJ B. PATEL

