



31/03/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.कल्याण 4

दस्त क्रमांक : 5367/2024

नोंदणी :

Regn 63m

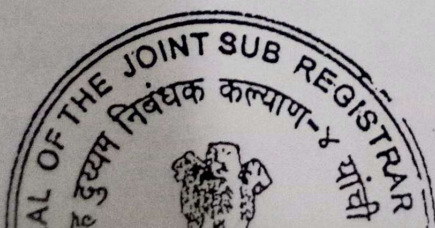
गावाचे नाव : वडवली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3474000
(3) बाजारभावा (माडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3357000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन :; इतर माहिती: विभाग क्र. 34/97 दर 47400 चौ. मी. मीजे वडवली येथील सच्छे नं. 21,22, हिस्सा नं. 4/1 या जागेवरील आशापुरा गॅलॅक्सी बिल्डींग नं. ए-1 या इमारतीमधील सदनिका क्र. 1106, अकरावा मजला, क्षेत्र 50.20 चौ.मी. कारपेट. बाल्कनी क्षेत्र 9.69 चौ. मी. (( Survey Number : सच्छे 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:- मेसर्स आशापुरा इस्टेट तर्फे भागीदार जीवराज भानजी पटेल - - वय:-58; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: ऑफिस नं. 302, मिरज आर्कड, नेहरू रोड, गणेश मंदिर समोर, डोंबिवली पूर्व, ब्लॉक 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:- अंबुज राम शुक्ला - - वय:-38; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: बी-302, अमिषा वेणू, तिसरा मजला, मासाचा पाडा, काशी गाव, अमिषा गार्डन जवळ, मीरा रोड पूर्व, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-CXZPS4589J 2): नाव:- आशिष कुमार शुक्ला - - वय:-41; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: बी-302, अमिषा वेणू, तिसरा मजला, मासाचा पाडा, काशी गाव, अमिषा गार्डन जवळ, मीरा रोड पूर्व, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AWIPS7228N 3): नाव:- अमन आशिष शुक्ला - - वय:-20; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: बी-302, अमिषा वेणू, तिसरा मजला, मासाचा पाडा, काशी गाव, अमिषा गार्डन जवळ, मीरा रोड पूर्व, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-QXHPS0903J
(9) दस्तऐवज करून दिल्याचा दिनांक	31/03/2024
(10) दस्त नोंदणी केल्याचा दिनांक	31/03/2024
(11) अनुक्रमांक, खंड व पृष्ठ	5367/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	243200
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



प्रभाष

9 सह.दुय्यम निबंधक कल्याण - 4

## AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made, executed and entered into at Dombivli on this 31<sup>st</sup> 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. AMBUJ RAM SHUKLA**, Age 38 years, Occupation- **Service**

PAN- **CXZPS4589J**

**MR. ASHISH KUMAR SHUKLA**, Age 41 years,

Occupation – **Service**, PAN – **AWIPS7228N** ,

**MR. AMAN ASHISH SHUKLA**, Age 20 years, Occupation – **Service**,

PAN – **QXHPS0903J** , All Residing at – B-302, Amisha Avenue, 3<sup>rd</sup> 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.496/2014 Thane 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 Developers/Promoters have sole and exclusive right to construct a multi-storied buildings in and over the said property, and



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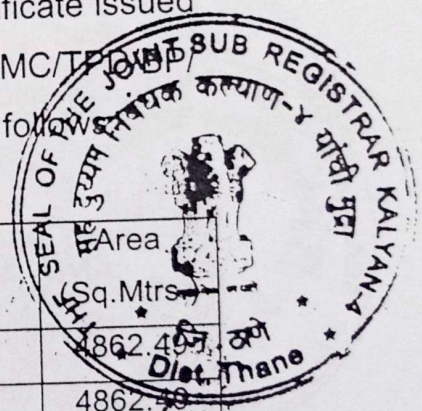
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excepting the residential units to be allotted to the Owners as mentioned in the Development Agreement recited hereinabove, to dispose of by way of sale all other residential units in the proposed new building to be constructed in and over the said property, on ownership basis and to enter into Agreements with the Purchasers/Allottees of those units and to receive the sale price thereof;

**AND WHEREAS** the Developers/Promoters have entered into standard agreement with Architect Mr. Sandeep Paranjpe of Dombivli (E), registered with the Council of Architects and the Developers/Promoters have appointed a Structural Engineer Mr. J.N. Chaudhari (M/s. Aarna Structural Consultants), for the preparation of the plans, specifications and structural designs of the proposed building to be constructed on the said property, and the Promoters accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building;

**AND WHEREAS** the Developers/Promoters have commenced the construction of a project known as **ASHAPURA GALAXY**, situated at Vadavli, Tal. Kalyan, Dist. Thane. comprising of nine buildings, on the said property in accordance with the plans sanctioned by the Kalyan Dombivli Municipal Corporation vide its Commencement Certificate issued under UDCPR vide Commencement Certificate No.KDMC/TP/100/KD/2021-22/85, dated 16.03.2022, the details whereof are as follows

Sr. No.	Building	Particulars	Area (Sq.Mtrs)
1	A-1	Stilt + First Floor to Twelfth Floor (residential)	4862.49
2	A-2	Stilt + First Floor to Twelfth Floor (residential)	4862.49
3	A-3	Stilt + First Floor (residential)	489.43
4	A-4	Stilt + First Floor (residential)	489.43
5	A-5	Stilt + First Floor (residential)	489.43
6	A-6	Stilt + First Floor (residential)	489.43



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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**);

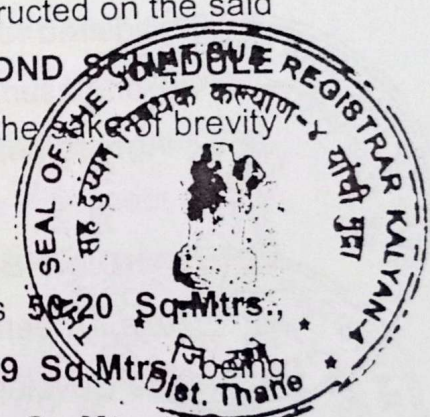
**AND WHEREAS** the Developers/Promoters have made full and true disclosure of the nature of its title to the said property and the Purchaser/ Allottee after going through the entire disclosures, the future course of development and also verifying the site of the building and the work of construction 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. 1106** on the **11<sup>th</sup>** 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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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. 1106**, having **Carpet area admeasuring 50.20 Sq.Mtrs.**, on the **11<sup>th</sup>** 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.



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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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.1106, having **Carpet** area admeasuring **50.20 Sq.Mtrs.**, on the **11<sup>th</sup> 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.

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