

AGREEMENT FOR SALE

This Agreement is made and entered into at Dombivli

On this _____ day of _____ 2017

BETWEEN

M/s Vastu Ganesh Builders and Developers, a partnership firm, constituted under Indian Partnership Act, 1932, having its Office at:- Shop No.3, Kashi Kung Co-operative Housing Society Ltd, Karve Road, Near Bhagshala Ground, Dombivli (West), Tal. Kalyan, Dist. Thane, hereinafter called and referred to as "Promoter/ Builder" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) being the Party of the First Part.

AND

Shri/Smt. _____

R/at _____

hereinafter called and referred to as the Purchaser/s (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS Shri. Gajanan Nana Mhatre and ShivajiMotiramMhatre were originally seized and possessed of otherwise well and sufficiently entitle to all piece and parcel of land bearing old Survey No. 336, Hissa No. 6/4, New Survey No.8, Hissa No.6/4, Admeasuring 1200.00 Sq.mts, lying, being and situate at MoujeShivajinagar, Tal. Kalyan, within the Registration District Thane, Sub-Registration District Kalyan and more particularly described in the schedule hereunder written and hereinafter together referred to as 'the said property' and severally referred to as 'the said land/s'.

AND WHEREAS It further appears that there was originally an area adm. 0H-06R-0P was belonging to ShriGajanan Nana Mhatre and an area adm. 0H-06R-0P was belonging to ShriShivajiMotiramMhatre.

AND WHEREAS It further appears vide death certificate dated 25th November, 2013 that ShriGajanan Nana Mhatre died intestate on 19th October, 2013.

AND WHEREAS It further appears vide mutation entry no. 739, the legal heirs i.e Bhimabai Gajanan Mhatre, Shri Chatrapati Gajanan Mhatre, Shri Chandrakant Gajanan Mhatre, Indrajit Gajanan Mhatre, Bhagirathi Ananta Thakur, Chandrabhaga Baliram Mhatre, Satish Kalu Bhoir, Leela Dashrath Patil, Rekha Gopal Bhoir of late Gajanan Nana Mhatre have been mutated in the record of right as an absolute owners.

AND WHEREAS It further appears that by and under Development Agreement dated 7th December, 2013, registered in the office of Sub-Registrar of Assurance, Kalyan-5 on 18th January, 2015 at serial no. 305, [1] Smt Bhimabai Gajanan Mhatre, [2] Shri Chatrapati Gajanan Mhatre, [3] Shri Chandrakant Gajanan Mhatre, [4] Shri Indrajit Gajanan Mhatre, [5] Bhagirathi Ananta Thakur, [6] Chandrabhaga Baliram Mhatre, [7] Balkrishna Ramchandra Mhatre, [8] Shivram Ramchandra Mhatre, [9] Azad Ramchandra Mhatre, [10] Himmat Ramchandra Mhatre, [11] Mahavir Ramchandra Mhatre, [12] Sachin Ramchandra Mhatre, [13] Shivaji Motiram Mhatre, [14] Rekha Shivaji Mhatre and [15] Kundha Durv Mhatre had granted the development rights in respect of the said property to [1] Shri Dnyaneshwar Pralhad Mapari, [2] Shri Ranchhod Laxman Gothi & [3] Shri Vinod Chatrapati Mhatre partners of M/s Vastu Ganesh Builders & Developers.

AND WHEREAS in pursuance of the said development agreement the owners i.e [1] Smt Bhimabai Gajanan Mhatre, [2] Shri Chatrapati Gajanan Mhatre, [3] Shri Chandrakant Gajanan Mhatre, [4] Shri Indrajit Gajanan Mhatre, [5] Bhagirathi Ananta Thakur, [6] Chandrabhaga Baliram Mhatre, [7] Balkrishna Ramchandra Mhatre, [8] Shivram Ramchandra Mhatre, [9] Azad Ramchandra Mhatre, [10] Himmat Ramchandra Mhatre, [11] Mahavir Ramchandra Mhatre, [12] Sachin Ramchandra Mhatre, [13] Shivaji Motiram Mhatre, [14] Rekha Shivaji Mhatre and [15] Kundha Durv Mhatre had also executed Power of Attorney dated 7th December, 2013 in favour of [1] Shri Dnyaneshwar Pralhad Mapari, [2] Shri Ranchhod Laxman Gothi & [3] Shri Vinod Chatrapati Mhatre partners of M/s Vastu Ganesh Builders & Developers, registered in the office of Sub-Registrar of Assurance, Kalyan-5 on 18th January, 2015 at serial no. 306.

AND WHEREAS It further appears vide death certificate Shri Satish Kalu Bhoir died intestate on 6th February, 2006, leaving behind him / his wife Smt. Pramila Satish Bhoir, daughter Rani Satish Bhoir & Son Shravan Satish Bhoir as the only legal heirs.

AND WHEREAS It further appear that the TalathiSajaThakurli had not deleted the name of Shri. SatishKaluBhoir as he had expired on 6th February, 2006 and the name of legal heirs of late Shri.SatishKalubhoir, i.e. Smt. PramilaSatishBhoir, Rani SatishBhoir&ShravanSatishBhoir has not been recorded in record of right as they were also the co-owners in respect of the said property.

AND WHEREAS It further appears that [1] LeelaDashrathPatil, [2] RekhaGopalBhoir and [3] PramilaSatishBhoir for herself and as a natural guardian as mother of MitaliSatishBhoir, Rani SatishBhoir, ShravanSatishBhoir were also the co-owners in respect of the said property but due to oversight they have not been made party in the Development Agreement dated 7th December, 2013 and to confirm the said Development Agreement dated 7th December, 2013 A Confirmation Deed dated 22nd September, 2014, dated by and under Confirmation Deed dated 22nd September, 2014, registered in the office of Sub-Registrar Assurance, Kalyan-5 on even date at serial no. 6295 has been executed by [1] LeelaDashrathPatil, [2] RekhaGopalBhoir and [3] PramilaSatishBhoir for herself and as a natural guardian as mother of MitaliSatishBhoir, Rani SatishBhoir, ShravanSatishBhoir in favour of [1] ShriDnyaneshwarPralhadMapari, [2] ShriRanchhodLaxmanGothi& [3] ShriVinodChatrapatiMhatre partners of M/s Vastu Ganesh Builders & Developers.

AND WHEREAS in pursuance of the said confirmation deed dated 22nd September, 2014, [1] LeelaDashrathPatil, [2] RekhaGopalBhoir and [3] PramilaSatishBhoir for herself and as a natural guardian as mother of MitaliSatishBhoir, Rani SatishBhoir, ShravanSatishBhoir had also executed Power of Attorney dated 22nd September, 2014, registered in the office of Sub-Registrar of Assurance, Kalyan-5 on even date at serial no. 6296, in favour of [1] ShriDnyaneshwarPralhadMapari, [2] ShriRanchhodLaxmanGothi& [3] ShriVinodChatrapatiMhatre partners of M/s Vastu Ganesh Builders & Developers.

AND WHEREAS in pursuance of the said Development Agreement dated 7th December, 2013, the Promoter have been put into possession of the said property to develop the same in accordance with the permission and sanctioned plan as well as with further revisions, alterations and modifications.

AND WHEREAS the KalyanDombivli Municipal Corporation has sanctioned and approved building plans, specifications, elevations, sections for development

vide its building permission dated _____ bearing No. KDMC / NRV / BP / DV– 46-148/ 2014-2015 for carrying out construction of multi storied buildings on the captioned property.

AND WHEREAS while sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the building to be constructed thereon upon the due observance and performance of the terms and conditions, the completion and/or occupation certificate in respect of the building shall be granted by the concerned local authority.

AND WHEREAS in pursuance to the sanctioned plans and permissions the Promoter has commenced the construction work of the proposed building on said property.

AND WHEREAS the Promoter have appointed Architect **Sirish Nachane (Landmark Group)** for preparation of the structural design and drawing & RCC design by **K.K.Patel** (RCC Specialist) of the building and the Promoter accepts the professional supervision of the Architect and the structural engineers till the completion of the building.

AND WHEREAS the Promoter proposes to construct on the said property a new multi-storied building as per the sanctioned plans and permissions.

AND WHEREAS as per terms and condition of said Development Agreement the promoter had given the consideration of the landlord i.e. Shivaji Motiram Mhatre and 2 others in form of building “A” Wing (consisting of Ground plus two upper floor i.e. land along with structure and their admeasuring area is approx Plot area 250 Sq. Mts and structure areas 252.34 Sq. Mts and same has been built separately from the building and separate compound to the said structure/ Building of landlord Shivaji Mhatre and the prospective purchaser will never interfere with the said land and said landlord. The prospective purchaser / society will never demand landlord i.e. Shivaji Motiram Mhatre and 2 others to become member of the proposed for “B” wing society. The landlord i.e. Shivaji Motiram Mhatre and 2 others will pay his share of property taxes and other taxes directly to the concerned authority separately.

AND WHEREAS the area given by the promoter to landlord i.e. Shivaji Motiram Mhatre and 2 others in form consideration i.e. land along with structure and their land admeasuring area is approx area 250 Sq. Mts and same area i.e. 250 Sq. Mts of the land / plot has been deducted from the actual / total area i.e. 1200 Sq. Mts. and The promoter undertake to conveyance

remaining land / property / plot area in the name of the society after completion of project (as per Schedule of Property "B").

AND WHEREAS it is agreed between Promoter and landlord i.e. ShivajiMotiramMhatre and 2 others that there will be one optional iron gate between "A" and "B" Wing and it will be open only in case any emergency arise from landlord i.e. ShivajiMotiramMhatre and 2 others and society / prospective purchaser of "B" wing will not compel landlord i.e. ShivajiMotiramMhatre and 2 others to keep the iron gate between "A" and "B" Wing always open and it will be at the discretion of the landlord whether to keep open or not.

AND WHEREAS the land admeasuring area 46.25 sq. meters has been effected in the road and same has been handed over by the promoter through indemnity bond on behalf of landlord to the concern authority i.e. KalyanDombivli Municipal Corporation and same has been mention in building plan, the said area of land admeasuring area 46.25 sq. Meters has been deducted from the actual area of total land / plot i.e. 1200 Sq. meters The promoter undertake to conveyance remaining land / property / plot area in the name of the society after completion of project (as per Schedule of Property "B").

AND WHEREAS the Purchaser has demanded from the Promoter and the Promoter have given the inspection of all the documents of title relating to the said land to the Purchaser and the plans, designs, specifications prepared by the Promoter Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "The Said Act") and the rules made there under.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoter to the said property and copies of property register card, the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto and marked as Annexure "A", "B", "C" & "D" respectively.

AND WHEREAS the Promoter have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "The Said Plans").

AND WHEREAS the Promoter have made a full and true disclosures of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser the inspection of the plans and specifications of the said proposed building, as well as the scope of open and marginal spaces in the said property.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS being satisfied the above recited facts, the purchaser has offered to acquired a Flat / office /Commercial Premises in the building to be constructed in the said property by the Promoter and the Promoter relying upon the said aforesaid representations of the Purchaser as agreed to sell to the Purchaser a Flat / office /Commercial Premises at the price and on the terms and conditions herein after appearing.

AND WHEREASthe parties hereto are desirous of reducing the terms and conditions in writing by executing this agreement as under:

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

1. The Promoter shall construct multi storied building/s on the said property shown in accordance with the designs, specifications and plans approved by the concerned local authority as herein before recited and which the Purchaser/s has seen and approved, with only such variations and modifications as the Builder may consider necessary or as may be required by the KalyanDombivli Municipal Corporation to be made in them and for which the Purchaser hereby gives his/her/its irrevocable consent.
2. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Residential Flat / Shop No., " B" Wing, on..... Floor, admeasuring about..... Sq. Fts. Carpet., (Including the areas of Cupboard, balcony and Flower bed as per the floor plan annexed hereto,) along with open terrace admeasuring Sq.ft. in the building to be known as "**Gajanan Nana Heights**" proposed to be constructed on the said property i.e the "**SAID FLAT / SAID SHOP**" at and for the price and total consideration of Rs. _____/(Rupees.....)
3. The Purchaser/s has/have prior to the execution of his Agreement satisfied himself / herself / themselves / itself about the title of the promoter to the said property and on being satisfied he/she/they agreed to purchase flat/shop / office from the promoter.
4. The Purchase/s has/have paid to the Promoter a sum of Rs./(Rupees.....)

.....Only) on or before the execution of this Agreement as Earnest Money (The payment and receipt whereof the Promoter do hereby admit and acknowledge) and the purchaser/s hereby agree/s to pay to the Promoter the balance amount of Purchase price of Rs./- (RupeesOnly) in the following manner.

S.R. NO.	PARTICULARS	Amount in Percentage
01	At the time of booking of the said Flat / Shop	20%
02	After completion of Plinth	20%
03	After completion of First Slab	05%
04	After completion of Second Slab	05%
05	After completion of Third Slab	05%
06	After completion of Fourth Slab	05%
07	After completion of Fifth Slab	04%
08	After completion of Sixth	04%
09	After completion of Seventh Slab	04%
10	After completion of Eight Slab	04%
11	After completion of Bricks Work	04%
12	After completion of internal &external plaster	08%
13	After completion of Tiling, Flooring and electrical work	08%
14	At the time of possession of the said Flat/ Shop /Office	04 %

5. The Purchaser/s hereby confirm/s that the installment of the balance purchase price payable by the Purchaser/s to the Promoter under these presents as mentioned in the Clause No.4 herein-above and all other amounts payable by the purchaser/s to the Promoter under these presents shall be paid by the purchaser/s on their respective due dates without any delay or default on the part of purchaser/s, as time in respect of the payments of each installment of the balance price and in respect of all other amounts payable by the purchaser/s to the promoter under these presents, is of the essence of the contract. The purchaser/s agree/s to pay to the promoter interest @18% p.a. on the amount becoming due and payable by the purchaser/s to the promoter under the terms of these presents from the date the said amount is due and payable by the purchaser/s to the promoter till the receipt thereof by the promoter.
6. Without prejudice to the right of the promoter to charge interest on all the delayed payments as provided in clause 4 immediately preceding herein

above, on the purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this agreement, (including his/her their/its proportionate share of taxes levied by the concerned local authorities and other outgoing) and / or the purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter shall be fully entitled, at its option to terminate this agreement.

7. PROVIDED FURTHER that upon termination of this agreement as aforesaid the Promoter shall be entitled to forfeit the earnest money and shall refund to the purchaser/s the balance without any interest on the same and upon termination of this agreement the Promoter shall be at liberty to deal with and/or dispose off and/or sell the said flat/ Said Shop to such person/s, at such price and upon such terms and conditions as the Promoter may in its absolute discretion deem fit and the Purchaser/s shall not be entitled to raise any objection in that behalf.
8. By executing this agreement the Purchaser has accorded his/her consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the promoter are entitled to sell, mortgage or create charge on any Flat/Shop/office, etc., which is not hereby agreed to be sold.
9. By executing this agreement, the Purchaser has accorded his/her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, whereby the promoter are entitled to make such alteration s in the structures in respect of the said any Flat/Shop/office etc., agreed to be purchased by purchaser and/or such other alterations or additions in the structure of the building/s as may be necessary and expedient in the opining of the Architect/Engineer.
10. If at any time prior to or even after the execution of the conveyance, the Floor Space Index at present applicable to the said property is increased, such increase shall ensure for the benefit of the Promoter alone without any rebate to the Purchaser/s and the Promoter shall have right to appropriate, utilize and consume all the benefits of any additional FSI and the Promoter shall have right to use TDR for construction on the said property when sanctioned by the KalyanDombivli Municipal Corporation or the concerned authority and to make necessary additions and alterations and put up additional structures / building or raise upper floors as may be

permitted by the KalyanDombivli Municipal Corporation or the concerned authority and the Purchaser/s shall not be entitled to raise any objection or to claim or seek any reduction in the sale price of the said flat/ Said Shop and / or claim any compensation or damages on the ground of inconvenience or any other ground whatsoever from the Promoter.

11. In case the purchaser/s transfers the said Flat/Shop/office to any other person or persons before formation of the society in that case the necessary permission from the Promoter for such transfer shall be obtained otherwise the transfer will not be valid, proper and / or binding on the promoter.
12. The amenities to be provided by the Promoter in the said Flat/Shop/office in the said building are those that are set out in the Annexure "B" annexed hereto.
13. The Promoter shall give possession of the said flat/ Said Shop to the purchaser/s or his/her/nominee/s on or before **August 2018** after completing the building and the same being ready for use and occupation provided all the dues as agreed under the agreement are paid to the promoter and nothing is due and payable in respect thereof. If the promoter fail or neglect to give the possession of the said flat/ Said Shop to the purchaser/s on account of reason beyond their control and their agents as per the provision of the section 8 of Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, by the aforesaid date or the date prescribed in Section 8 of the said Act, then the promoter shall liable on demand to refund the flat/ Shop purchaser/s the amount already received by them in respect of the flat with simple interest at nine percent per annum from the date of the promoter received the same till the date the amounts and interest thereon are repaid, provided that by mutual consent it agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the competent authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by the promoter to the said flat/ Said Shop purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the flat/Shop are situated or were to be situated.

Provided that the promoters shall be entitled to reasonable extension of time for giving delivery of flat/office /commercial premises on the aforesaid

date, if the completion of building in which the flat/office /commercial premises is to be situated is delayed on account of-

- a. Non-availability of steel, cement or other building materials, water or electric supply.
 - b. War, civil commotion or act of God.
 - c. Any notice, order rule, notification of the Government and/ or other public or competent authority.
14. The purchaser shall take the possession of the said flat/ Said Shop within seven days of Promoter giving written notice to the Purchasers intimating that the said flat/ Said Shop is/are ready for use and occupation.
 15. The Purchaser/s shall use the said flat only for the purpose of residence, and Shop for commercial purpose use subject to promoter's conformation.
 16. The Purchaser shall have no right of any kind in the land admeasuring 250 sq.meters together as shown on the plan annexed to these agreement with building "A" wing to the constructed thereon or any part thereof in any manner whatsoever
 17. The Purchaser along with other purchasers of the flats/Shops in the building and other buildings shall join in forming and registering the Co-operative Society to be known by such name as the Promoter may decide and for this purpose he/she/they/it, also from time to time sign and execute the necessary applications and/or other paper and other documents necessary for the formation and the registration of the Co-operative society including the Bye-laws of the society duly fill in and sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser. No objection shall be taken by the Purchaser, if any changes or modifications are made in the draft bye - laws or Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or any other Competent Authority.
 18. On the completion of the said building and on receipt by the promoter of the full payment of all amounts due and payable to him by all the purchasers of all the flats/ Shops in the said building, the Promoter shall Co-operative with the Purchaser/s in forming, registering or incorporating a Society or the rights of the Promoter under this agreement and Conveyance to be executed in pursuance thereof, when the society is

registered and all the amounts dues and payable to the Promoter in respect of the flat/ Shops and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoter shall cause to be transferred to the society all the rights, title and interest of the Promoter the aliquot part of the said property together with building by executing the necessary conveyance of the said property in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement.

19. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said flat/ Shop is/are ready for use and occupation, the purchase shall be liable to bear and pay the proportionate share of outgoing in respect of the said property and building viz. local taxes, betterment charges or such other charge levied by the concerned local authority and/or government, water charges, common lights, repairs and salaries of clerks, bill of collector, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building until the society is formed and the said land and building is transferred to it, the purchaser shall pay to the promoter such proportionate share of outgoing as may be determined by the Promoter provisional monthly contribution of Rs. _____ per carpet sq.ft per month for 1BHK/ 2 BHK / Shop/ office towards the outgoing from the date of the notice as aforesaid. The amount so paid by the purchaser/s to the promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of Co-operative Society as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed the aforesaid deposits less deductions therefrom for the actual expenses incurred on various accounts shall be paid over by the Promoter to the society or the limited company as the case may be. The Purchaser undertakes to pay such proportionate share of outgoing in advance for first year and thereafter regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
20. The Purchaser shall on or before delivery of possession of the said flat / Shop shall pay non refundable and non accountable to the Promoter the requisite amounts towards :
 - a. legal charges.
 - b. for share money, application and entrance fee for the Society
 - c. M.S.E.D. Co. Ltd deposits, Meter Connection, and water connection charges

d. provisional outgoing for municipal taxes, water charges, common electric bill, maintenance charges and such other deposits and expenses in advance

e. formation of the proposed Co-operative Housing Society.

f. Boring charges.

21. If the MSED authorities insist to install the electric Transformer, then the cost of such installation of the Electronic Transformers will be borne and paid by the entire purchaser proportionately.
22. The Purchaser/s shall be liable to pay the proportionate maintenance charges for the maintenance, repairing and cleaning of the common passage.
23. The Promoter hereby declares that the said property is not subject to any Mortgage charge, lien or any other encumbrances whatsoever.
24. The Purchaser shall not store in the said flat/ Shop any goods which are hazardous, combustible and/or dangerous in nature or so heavy as to damage the construction or the structure of the building or are rejected by the concerned local or other authority or authorities, shall not carry out or cause to be carried out heavy package to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrances of the premises and the purchaser shall be liable for the consequences for the breach of this clause.
25. The Purchaser shall not throw dirt, rubbish, rags, garbage other refuse or promote the same to be thrown from the said building in the compound or any portion on the said property or building.
26. The Purchaser shall at his/her/their costs carry out all the internal repairs to the said flat/ Shop and maintain the same in good condition, state and order in which the same was delivered by the promoter and shall not do or suffer to be done anything in or to the building in which the said flat/ Shop, which may be against the rules and regulations and bye-laws of the concerned local authority and/or Public authorities and the purchase shall be responsible to the concerned with the said building and / or then said flat/ Shop and shall be liable for the consequences thereof.
27. The Purchaser from the date of the possession maintain the said flat/ Shop at the purchasers own costs in good tenantable repairs and conditions and shall not do or suffer to be done anything in or to the

building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make addition in or to the said flat/ Said Shop or the Building and outside elevation or any part thereof including fixing box type grills to the windows.

28. The Purchaser shall not at any time demolish or cause to be demolished the said flat/ Shop or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat/ Shop or any part thereof or any alterations in the elevation and outside colour scheme of the said building flat/ Shop and shall keep the partition wall, sewer, drainage pipes in the said flat/ Shop and appurtenances thereto in good and tenantable repairs and conditions of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, RCC slabs, RCC beams, RCC parties or other structural members in the said building without prior written permission of the Promoter and / or the Society, provided that the Promoter may make alterations in the structure of the said building as described in the said plans or any other alterations or additions in the structure of the said building.
29. The Promoter shall not do or cause to be done any act or things, which will render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become due or payable in respect of the insurance.
30. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit(s) is/are payable to KalyanDombivli Municipal Corporation or to the State Government or betterment charges or development tax or security deposit becomes payable to KalyanDombivli Municipal Corporation, M.S.E.D. Co Ltd. or concerned authority for the purpose of giving the water connection, drainage connection and electric connection or any other tax or payment of similar nature becoming payable by the Promoter the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said premises within seven days of the demand [time being the essence of the contract] and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include any escalation and/or increase in betterment charges or charges of any similar nature levied by the KalyanDombivli Municipal Corporation. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by

M.S.E.D. Co Ltd charges and penalties leviable by the KalyanDombivli Municipal Corporation in connection with the enclosing of balconies or otlas. These expenses will be over and above the charges mentioned in the clause 19 herein above.

31. The development and / or betterment charges or other levy by the concerned local authority, government and / or any other public authority in respect of the said property and / or building shall be borne and paid by the Purchaser along with the Purchase of the flats in the building in proportion to the floor area of their respects premises.
32. The Purchaser shall from time to time sign all applications, paper and documents and do all such acts, deeds and things as the Promoter and / or the society may be required for safe guarding the interest of the Promoter.
33. Nothing in this Agreement is intended to be nor shall the same be contained as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said flat/ Shop hereby agreed to be sold to him / her and all open spaces, open and covered parking spaces, recreation spaces, staircase, stilt portion, open chowk, ground floor or any other area in the proposed buildings or any surrounding open spaces of the said building or of the said property, will remain the property of the Promoter until the said land and the said building/s is transferred to the Co-operative housing Society as herein before mentioned.
34. The Purchaser shall not let, sub-let, transfer, assign or part with his/her interest or benefit under this agreement or part with the possession of the said Flat/Shop/office until all the dues payable by the Purchaser had not been guilty of breach or/of non-observance of any of the terms and conditions of this agreement and unless & until prior permission in writing is obtained form the Promoter.
35. The Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the flats therein and for the observance of the building rules, regulations and bye-laws for the time being of the concerned local authorities and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the said flat/ Shop in the building and

shall pay and contribute regularly and punctually towards outgoing in accordance with the terms and conditions of the agreement.

36. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms and conditions of the agreement or forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-observance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
37. All costs, charges and expenses, penalties, sales tax, service tax, value added tax, if any, including stamp duty, registration charges and expenses in connection with preparation and execution of this agreement as well as the conveyance and other documents and formation, registration or incorporation of the Co-operative Housing Society or as the case may be shall be borne and shared and paid by all the Purchasers of the Flat/Shop/office or units and or paid by the Co-operative Society so also the N.A taxes from the date of possession of respective Flat/Shop/office by the Flat/Shop/office Purchaser and/or by the Co-operative Society as the case may be. The Purchaser shall present this agreement as well as the conveyance to the proper registration office for the registration within the time limits prescribed by the registration Act and the promoter shall attend such office and admit the execution thereof.
38. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws, VAT or liable to tax under Service Tax. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale, service or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.
39. All Notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if it is sent to the Purchaser/s by a registered Post A.D. or under Certificate of posting at his/her address mention in cause title.
40. The Purchaser shall permit the Promoter and his/her surveyors and agents with or without workmen and others at all reasonable times, to enter upon the said property and premises or any part thereof to view and examine the state and conditions thereof.

41. The Promoter has received the right to obtain TDR, staircase FSI, FSI of Land going under road widening, if any and to avail the same for the construction of additional floors in the proposed building for which the Purchaser shall not be entitled to raise any objection.
42. The Purchaser/s herein has/have granted his/her/their irrevocable consent to the Promoter for availing the transfer of the development rights, floating Floor Space Index from any other source, the staircase floor space index and the floor space index on the said property as may be granted by the KalyanDombivli Municipal Corporation from time to time and further to use utilized and consume the same and for that purpose to get the plans revised and altered and construct additional floors, flats, units etc., and to sell the same to the intending purchaser and appropriate the sale proceeds thereof and the Purchaser will not be entitled to raise any objection for the same and the purchaser herein has accorded his express and irrevocable consent for the same.
43. The purchasers hereby agree/s that in the event of the Promoter acquiring the Development Rights of the adjoining plots / property then in that case the Promoter shall be entitled to grant right of way for the Ingress and Egress to the adjoining plots from the said property and the purchaser hereby irrevocable consent that the Promoter shall be entitled to lay drainage line, electric cable, telephone cable, water line, etc., on the said property or under the building to and from the adjoining plots.
44. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the society.
45. a) THE stilt, society office and garage shall always be the property of the Promoter and the Promoter have full right and authority to enclose the said stilt area of the building and further right to sell / allot the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her. The promoter intends to avail the Transfer of Development rights on the said property if permitted by the Municipal Authority and to construct the additional floors on the said building and the purchaser herein is aware of

the same and will not raise any objection/hindrance for such use and utilization of TDR and construction of additional Flats/Units and the sale thereof by the promoter to the intending purchasers.

b) The Promoter shall become the member of the society in respect of its rights and benefits concerned above. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoter or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

46. THE Purchaser shall not claim any deduction in the cost of his / her Flat/Shop/office on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her Flat/Shop/office.
47. The purchaser herein along with the other purchaser will be liable and responsible to maintain the lift provided to the said building from the date of possession and any expenses, day to day maintenance and repairs etc., will be borne and paid by the purchaser herein along with other purchasers.
48. During the course of construction, the purchasers shall not be entitled to make and / or ask to the developers/ promoters to make any addition, alteration and / or for providing extra amenities and/ or change in amenities till the purchasers takes the possession of the unit purchased by them after making payment of the full consideration amount as provided herein, however it is provided that after taking possession of the said unit, what is stated above shall be carried out by the purchasers at their own costs and with in basic laws provided with the required permission of KDMC Authorities the purchasers have not committed any breach of any of the provisions contained in this Agreement.
49. IT is also agreed and understood that the Promoter will only pay the municipal tax for the unsold Flat/Shop/office and will not pay any maintenance charges like water, light etc., and the Promoter can sell the

said Flat/Shop/office to any prospective buyers and then such prospective buyers will become the member of the society.

50. The Purchaser hereby undertakes that he/ she/ they will not interfere in the access Road to the structure of the landlord ShivajiMhatre and 2 others. The prospective purchaser and society / society members will never insist landlord Shri. ShivajiMhate and her family members to become member of the society nor they will charge any maintenance charges of landlord Shri. ShivajiMhatre and his family members.
51. Notwithstanding any other provisions of this agreement the Promoter shall be entitled at the his sole and absolute discretion:
 - a) To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
 - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - d) To decide from time to time to what extent the building/s along with land appurtenant to it's transferred to the respective body formed.
 - e) To decide from time to time when and what sort of document of transfer should be executed.
 - f) To grant access / right of way to the adjacent plot holders or society from and through the property.
52. It is specifically declared that the if the Promoter provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.
53. IN the event of the society or corporate body being registered before the sale and disposal by the Promoter of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoter in any matter concerning the building construction and completion thereof and the Promoter shall have absolute

authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

54. THE Promoter 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 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 Promoter to the intending Purchasers.
55. It is expressly agreed that the Owner/Promoter shall be entitled to put a hoarding and/or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Owner/Promoter and for the purpose Owner/Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Owner/ Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., the Owner/Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.
56. THE Promoter shall not be responsible for the consequences arising out of change in law or change in municipal and any other laws, rules, regulations etc.,
57. It is expressly agreed by the purchaser/s that the name of the society formed of the flat / Shop purchaser/s shall be mention by the promoter, and this name shall not be changed without the written permission of the Promoter.

58. It is brought to the notice of the Purchaser that the electric meters of all the flats / Shop as well as the water meters will be in the name of the Builders herein and the purchasers and/or their society shall get the same transferred in their favour and the promoter herein will grant the no objection as and when required.
59. ALL terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Owner/Promoter herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organization and the deed of conveyance / assignment / lease or any other transfer document is executed.
60. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.
61. THIS agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1997) and Rules and amendment Act The Real Estate (Regulation and Development) Act, 2016 made there under and any other provisions of Law Applicable thereto.

SCHEDULE OF THE PROPERTY "A"

All the pieces and parcels of property land bearing old Survey No. 336, Hissa No. 6/4, New Survey No.8, Hissa No.6/4, Admeasuring 1200.00 Sq.mts, lying, being and situate at MoujeShivajinagar, Tal. Kalyan, within the Registration District Thane, Sub-Registration District Kalyan and within the limits of the KalyanDombivali Municipal Corporation, Taluka and Sub Registration District Thane and bounded as follows:

On or towards East : AS PER RECORD OF RIGHTS

On or towards West : AS PER RECORD OF RIGHTS
On or towards South: AS PER RECORD OF RIGHTS
On or towards North: AS PER RECORD OF RIGHTS

together with all easement rights etc.

SCHEDULE OF THE PROPERTY “B”

All the pieces and parcels of property land bearing old Survey No. 336, Hissa No. 6/4, New Survey No.8, Hissa No.6/4, Admeasuring area 903.75 out of total Admeasuring area 1200.00 Sq.mts, lying, being and situate at MoujeShivajinagar, Tal. Kalyan, within the Registration District Thane, Sub-Registration District Kalyan and within the limits of the KalyanDombivali Municipal Corporation, Taluka and Sub Registration District Thane and bounded as follows:

On or towards East : AS PER RECORD OF RIGHTS
On or towards West : AS PER RECORD OF RIGHTS
On or towards South: AS PER RECORD OF RIGHTS
On or towards North: AS PER RECORD OF RIGHTS

together with all easement rights etc.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named Promoter
M/s Vastu Ganesh Builders and Developers
a partnership firm
Through its partner

SIGNED & DELIVERED

by the within named Purchaser/s

IN THE PRESENCE OF WITNESS:

1. _____

2. _____

RECEIPT

RECEIVED with thanks from the within named purchaser the sum of
Rs. _____/(Rupees _____
_____) by cash/ cheque being the part price / consideration in
respect of sale of said flat/ Shop herein above mentioned.

I SAY RECEIVED
PROMOTER