

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at **DOMBIVLI** on this _____ day of _____, 2026.

B E T W E E N

VINAYAK CONSTRUCTION Through its Partner **MR. PAWAN SINGH** Age 41 Years, PAN No. **AAXFV4354M** Office At : **FLAT No. 19/20, Vidya Niketan Chowk, Dombivli East, Tal. Kalyan, Dist. Thane, 421203** & hereinafter called '**THE BUILDERS / DEVELOPERS**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said Partners, survivors and heirs, executors, administrators and assigns etc.) of the **ONE PART** :

A N D

1) **MR. KRISH ARJUN DHAGE**, Age 38 Years, having PAN NO. **AQXPD0605R**,
2) **MR. ANIRUDH ARJUN DHAGE**, Age 41 Years, having PAN NO. **AQXPD0604Q**, All Residing at : **C/9, SHREE SAGAR CHS, OLD AYRE ROAD, OPP BHARAT GAS AGENCY, TUKARAM NAGAR, DOMBIVALI EAST, KALYAN, THANE, MAHARASHTRA, 421201.**, hereinafter called the '**THE PURCHASERS**' (which expression shall whenever the context required or permits, mean and includes their heirs, executors, administrators, successors and assigns) of the **OTHER PART** :

WHEREAS MR.ABHIMANYU DASHRATH PATIL and Others is the lawful owner of al that piece and parcel of land and well and sufficiently entitled to property being Non-Agriculture land. **total admeasuring 2700 sq.mtrs** area or thereabouts, situated on **Survey No. 65, Hissa No 3A, Survey No. 29, Hissa No 15.total admeasuring 2700 sq.mtrs** lying and being at **village Mangaon**, Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivli Registration District Thane, Registration Sub District – Kalyan and more particularly described in the first schedule hereunder written (hereinafter referred to as the “ the said property”).

AND WHEREAS the owner with an intention to construct a multi storied building on the said land therefore got plans sanctioned from the concerned local authorities to carry out the work of construction.

WHEREAS the promoters have entered into a Development Agreement And Power Of Attorney Both dated 18.08.2021 under Registration no.KLN-1-9155/ 2021 And KLN-1-9156/ 2021AND **SatheKarar** And Power Of Attorney Both dated 12.06.2024 under Registration no.KLN-2-12056/ 2024 And KLN-2-12057/ 2024 in respect of plot of land, being plot of land on **Survey No. 65, Hissa No 3A, Survey No. 29, Hissa No 15,total admeasuring about 2700sq.mtrs.** area situated at Mouje – **Mangaon** Tal. Kalyan, Dist. Thane in the office of Sub-Registrar, Kalyan From Landlord **MR. ABHIMANYU DASHRATH PATIL AND Others.**

AND WHEREAS the Builder/Developers carries his construction business under the name and style of **VINAYAK CONSTRUCTION.**

AND WHEREAS that land owner has obtain building Commencement certificate/ Construction Permission from Kalyan Dombivli Municipal Corporation vide their letter no. **KDMC/TPD/BP/27 village/2023-24/16 Date. 09/11/2023.**

AND WHEREAS that land owner has obtain building Revise Commencement certificate/ Construction Permission from Kalyan Dombivli Municipal Corporation vide their letter no. **KDMCC/RB/2025/APL/00196.Date.03/09/2025.**

AND WHEREAS that the said property was duly converted to non – agriculture assessment by and under the order passed by the Collector of Thane, Order No. eglwy @ d{k& 1@Vs& 2 @जमीनबाब 1@ :ikarj.kdj@ ,l- vkj- &175@ 2021 date : 13/10/2021.

AND WHEREAS that the said property was duly converted to non – agriculture assessment by and under the order passed by the Collector of Thane, Order No. eglwy @ d{k& 1@Vs& 2 @जमीनबाब 1@ :ikarj.kdj@ ,l- vkj- &156@ 2023 date : 24/05/2023

AND WHEREAS that Title Certificate issued by Advocate Mr. Pravin.S.Dinkar Dated 28/06/2024 and the Search Report issued by Mr. Mayur N. Surte Dated 25/06/2024 in respect of the said land property.

AND WHEREAS the Owner/ Builder have commenced construction of the said building thereon in the complex known as “**VINAYAK PLATINA**” as per plan prepared by Architects **Miss. Megha Ravindra Bagrao.**

AND WHEREAS the Promoter/Seller have made a full and true disclosures of the nature of their title to the said property 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 submitted and uploaded on the MAHARERA site vide his MAHARERA No. **P51700077189.**

AND WHEREAS the Owner/ Builder alone have the sole and exclusive right to sell the premises in the said building to be constructed on the said plot and enter into agreements with the purchasers of premises in the said building and received the sell price in respect thereof.

AND WHEREAS the purchaser has demanded from Owner/ Builder and the Owner/ Builder has give inspection to the purchaser of all the documents of title relating to the said plot, the relevant orders, and the approved plans, designs and specification prepared by the Promoters, Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of construction, sale management and transfer) Act, 1964 (hereinafter referred as “the said Act” and the rules made there under.

AND WHEREAS prior to making application for acquire of FLAT as aforesaid the **PURCHASER/S** had made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960 and Urban Land (Ceiling and Regulation) Act, 1976 to the effect that neither he/she not the members of his/her family own a tenement, house or building within the limits of Kalyan Dombivli Municipal Corporation.

AND WHEREAS the **PURCHASER/S** have 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 the **PURCHASER/S** has been informed by the **BUILDERS / DEVELOPERS** and therefore know that they have offered for sale all the respective Flats in the building under construction on the said and to different **PURCHASER/S** and that he executed Agreements for sale of the Flats with the clear cut understanding to the **PURCHASER/S** thereof that the **PURCHASER/S** who are taking the said Flats ultimately join the rest of the **PURCHASER/S** in forming a Co-operative Housing Society and be a member thereof.

AND WHEREAS the **BUILDERS / DEVELOPERS** agree to allot to the **PURCHASER/S** and the **PURCHASER/S** agree to acquire the said above mentioned FLAT upon the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITHNESSTH AND IT IS HEREBY AGREED
AND BETWEEN TGHE PARTIES HERETO AS FOLLOWS :**

1. The **BUILDERS / DEVELOPERS** shall construct the said proposed building as mentioned and approved by the concerned planning authority (Kalyan Dombivli Municipal Corporation) with such variations and modifications as the **BUILDERS / DEVELOPERS** deem necessary and proper and as per the requirements and directions of planning authority or body. Provided that the **BUILDERS / DEVELOPERS** shall have to obtain prior consent of the **PURCHASER/S** in respect of such various and modifications which may adversely affect that FLAT of the **PURCHASER/S**.
2. The **PURCHASER'S** hereby agrees to acquire from the **BUILDERS / DEVELOPERS** hereby agrees to sell to the **PURCHASERS FLAT No. 203, A Wing** having an area of **609 Sq. ft. Carpet** on the **2ND Floor area in the building to be known as VINAYAK PLATINA** with all other common area of the building now under construction and shown on the floor plan `the said FLAT for a total consideration of **Rs. 44,95,000/- (Rupees Forty Four Lakhs Ninety Five Thousand Only)** to be paid by the **PURCHASER/S** to the **BUILDERS / DEVELOPERS** in the following manner that is to say

PAYMENT SCHEDULE OF FLAT

Rtgs No/UtrNo.Check No.	Bank Name	Date	Amount
000676	ICICI		Rs. 51,000/-
		Total	Rs. 51,000/-

The Purchaser hereby declares that they have paid a sum of **Rs. 51,000/-(Rupees Fifty One Thousand Only)** to the DEVELOPERS and hereby agrees to pay the **balance amount Rs. 44,44,000/-(Rupees Forty Four Lakh Forty Four Thousand Only)** will be paid by the Purchaser by obtaining loan and/or will pay the said amount within 3 months from the date of registration of this Agreement. The Promoter hereby admits, confirms and acknowledges to have received the said amount from the purchaser as stated herein above amount the Purchasers shall pay the amount towards Electricity Meter, Society formation charges, society membership fees, etc. as applicable.

3. The **BUILDERS / DEVELOPERS** hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Planning Authority at the time of sanctioning the said plan or thereafter and may before handing over possession of the said Flat, the **PURCHASER/S** (obtain from the concerned Local Authority Occupation and/or Completion Certificate in respect of the said Flat.

4. The **BUILDERS / DEVELOPERS** hereby declare that the floor space index available in respect of the said land is as shown in the approved plan and that no for any purpose whatsoever and in case in any part of the said floor space index is utilized elsewhere then the **BUILDERS / DEVELOPERS** shall furnish to **PURCHASER/S** all the particulars in respect of such utilization of the said floor space index by the **BUILDERS / DEVELOPERS**. In case while developing the said land the **BUILDERS / DEVELOPERS** have index (T.D.R.), then the particulars of such floor space index shall be disclosed by the **BUILDERS / DEVELOPERS** to the **PURCHASER/S**.
5. The **BUILDERS / DEVELOPERS** agree that they shall before handing over the possession of the said FLAT to the **PURCHASER/S** and in any event before execution of a conveyance of the said land in favor of the Corporate Body to be formed of the **PURCHASER/S** of Flats in the building/s to be constructed on the said land ("hereinafter referred to as "the said society") will make full and true nature of their title to the said land as well as encumbrances, if any including any right, title, interest or claims, of the any portion or over the said land and shall as far as possible, ensure that the said land is to free form encumbrances and the **BUILDERS / DEVELOPERS** have absolute, ensure and marketable title on the execution of a Conveyance of the said land by the **BUILDERS / DEVELOPERS** in favor of the said Society.
6. a. The **PURCHASER/S** agrees that she/he shall pay up each of the installments hereinbefore indicated on time as agreed and shall not commit any default. It is agreed that each of prescribed stage of construction as fixed in clause, "4" of this Agreement, when any installment become due the **BUILDERS / DEVELOPERS** shall make the demand of the due installment in writing and **PURCHASER/S** shall make the payment to the **BUILDERS / DEVELOPERS** at their office within 7 days from the receipt of such written communication. The **PURCHASER/S** agrees that his/her failure to pay the agreed installment on the demand within 7 days as stipulated hereinabove shall be treated as a default on the part of the **PURCHASER/S** in which event, the **BUILDERS / DEVELOPERS** shall have to rescind the present Agreement to its end. In such event the **PURCHASER/S** shall be entitled to the refund of the money paid by him/her after deduction there from, if any.

- b) Provided always that the option or right to the **BUILDERS / DEVELOPERS** hereinbefore contain of rescinding this agreement shall not exercised by the **BUILDERS / DEVELOPERS** unless and until the **PURCHASER/S** is given fifteen days prior notice in writing by **BUILDERS / DEVELOPERS** of their intention to terminate this agreement mentioning therein specific breach of the terms and the conditions of this Agreement and default on the part of the **PURCHASER/S** in payment of the amounts. Installments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of the fifteen days from the date of the receipt of the notice by the **PURCHASER/S**.
 - c) The **PURCHASER/S** agrees that he/she shall not claim a refund of his/her money immediately and shall be entitled to refund only after fresh booking of the said FLAT by the **BUILDERS / DEVELOPERS**. The **BUILDERS / DEVELOPERS** agrees that incase, the present agreement is rescinding by them under this clause, they shall repay to the **PURCHASER/S** his/her/their money on fresh booking of the said Flat.
 - d) It is hereby agreed that after the present agreement is rescinded for the reason stated in this clause the **BUILDERS / DEVELOPERS** shall have right to book the said FLAT again to the others and **PURCHASER/S** herein shall have no claim whatsoever of and/or over the said Flat.
 - e) After fresh booking of the said FLAT the **BUILDERS / DEVELOPERS** shall inform the **PURCHASER/S** (Who has committed a default) about time and place to receive back his/her money.
7. The fixtures fittings and amenities to be provided by the **BUILDERS / DEVELOPERS** in the said building and the FLAT are those that are set out of more particularly described in the annexed hereto.
 8. It is agreed that the **BUILDERS / DEVELOPERS** shall give possession of the aforesaid FLAT to the **PURCHASER/S** on or Ready possession provided the purchaser has paid to the **BUILDERS / DEVELOPERS** the entire amount of consideration and has made all the payments of the dues and deposits and has performed his/her part. If the **BUILDERS / DEVELOPERS** fail or neglect to give possession on or before, the **BUILDERS / DEVELOPERS** shall be liable on demand (but without prejudice to any other remedies to which they may be libel) to any refund to the **PURCHASER/S** the amount already received by the **BUILDERS / DEVELOPERS** in respect of the said FLAT with simple interest at the rate of 9 percent per annum thereof refunded and the amount and interest thereon

shall be charged on the land in which the FLAT is or was to be constructed to the extent of the amount due, but subject to any prior encumbrance. It is agreed that for want of cement, steel and any other building material or for any other reason or legal matters which are beyond the control of the **BUILDERS / DEVELOPERS** and that in the event of handing over the possession of the said FLAT is delayed, the **PURCHASER/S** shall not be entitled to hold the **BUILDERS / DEVELOPERS** responsible and / or liable in that behalf and the **BUILDERS / DEVELOPERS** shall be entitled to reasonable extension of time for giving delivery of the FLAT to the **PURCHASER/S**.

9. The **PURCHASER/S** shall take possession of the said FLAT within **31/12/2026** days of the **BUILDERS / DEVELOPERS** giving written notice to the **PURCHASER/S** intimating that the said FLAT is ready for use and occupation. Provided that within a period of one year from the date of handing over the FLAT to the **PURCHASER/S**, if the **PURCHASER/S** brings to the notice of the **PROMOTER** any defect in the FLAT or building in which the FLAT is situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized change shall be rectified by the **BUILDERS / DEVELOPERS** at their cost and in case, it is not possible to rectify such defects or unauthorized changes, then the **PURCHASER/S** shall be entitled to receive from the **BUILDERS / DEVELOPERS** reasonable compensation for such defect or change.
10. The **PURCHASER/S** shall use the FLAT or any part thereof or permit the same to be used only for the purpose of residence/garage. The **PURCHASER/S** shall use the garage or parking space only for the purpose of keeping or parking the **PURCHASER/S** own vehicles.
11. It is agreed that the **PURCHASER/S** along with other **PURCHASER/S** of the Flats in the said building shall join in forming and registering the society or a Limited Co. to be known by ----- and for this purpose also from time to time sign and execute applications registration and membership and all the necessary papers and documents required for the for purpose of forming and/or registration for a Co-operative Housing Society and for becoming a member thereof including the bye-laws, of the proposed society and duly fill in, sign and return to the **BUILDERS / DEVELOPERS** within 7 days of the same being forwarded by the **BUILDERS / DEVELOPERS** to the **PURCHASER** so as to enable the **BUILDERS / DEVELOPERS** to register the organization of the **PURCHASER/S** of the Flats in the said building under section 10 of the Maharashtra Ownership of Flats Act, 1963, within the Maharashtra Ownership Flats (Regulation of

Promotion of Construction, Sale, Management and Transfer) Rules, 1963, and shall be a member of the said Society, No Objection shall be taken by the **PURCHASER/S** if any, changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of the Co. Operative Societies or the Registrar of the Companies, as the case may be, or any other Competent Authority. It is agreed that the execution of all the necessary documents required for the formation and registration of a Co-operative Housing society shall be pre-condition for occupation, of the said FLAT by the **PURCHASER/S**.

12. Unless it is otherwise agreed to by and between the parties hereto, the **BUILDERS / DEVELOPERS** shall within ----- months of registration of the Society as aforesaid cause to be transferred to the said society all the rights, title and interest of the original **OWNERS/ BUILDERS / DEVELOPERS** in the said land together with building/s there on but obtaining/executing the necessary conveyance of the said land which building/s thereon in favor of the said society and such conveyance shall be keeping with the terms and conditions and provisions of this Agreement.
- (b) The **PURCHASER/S** shall pay the requisite to the **BUILDERS / DEVELOPERS** as and when required by them for the purpose of expenses to be incurred for society formation and Registration. Legal charges installation of Electric Meter connection and water connection if any etc. amounting to Rs. _____.
13. a) Commencing a week after notice in writing is given by the **BUILDERS / DEVELOPERS** to the **PURCHASER/S** that the said FLAT is ready for use and occupation, the **PURCHASER/S** shall pay regularly and punctually whether demanded or not, at all the times his/her share (i.e. in proportion to the floor area of the Flat) on the basis of Municipal and Revenue Assessment, in respect of the said Flat, all auto goings such as rate, cuss, dues, duties, impositions, insurances, premium, maintenance charges for common lights of the proposed Co-operative Society and shall the other expenses of and incidental to the management and the maintenance of the said building,. The **PURCHASER/S** agrees that he/she shall pay his/her proportionate water and electricity charges whether demanded or not.
- b) It is agreed that so long as the proposed society of all the Flats holders in the said building is not registered and so long as the property (i.e. the said land with building thereon) is conveyed to it the **PURCHASER/S** shall pay to the proposed society such propionate share of outgoings, as may be determined, every month towards the aforesaid monthly contribution.

- c) The **PURCHASER/S** who is to be the FLAT holder, agrees and undertakes to pay to the **proposed society** his/her proportionate share of the aforesaid charges and out goings as fixed by the proposed society and the provisional monthly contributions regularly and punctually on or before the 5th of each month in advance and shall not withhold the said same for any reason whatsoever.
 - d) The **PURCHASER/S** shall also deposit such other sums, as deposits with the **BUILDERS / DEVELOPERS** as may be called upon by the **BUILDERS / DEVELOPERS**. The deposits shall not carry interest and will remain with the **BUILDERS / DEVELOPERS** until the Deed Conveyance is executed on favor of the Society or Corporate Body so formed as the case may be, after deduction therefrom the actual expenses incurred on various accounts.
 - e) The **BUILDERS / DEVELOPERS** shall maintain an account, in respect of various sums received by the **BUILDERS / DEVELOPERS** from the **PURCHASER/S** as advance and shall utilize the amount only for the purchase for which they have been received.
14. The **BUILDERS / DEVELOPERS** shall utilize the sums paid by the **PURCHASER/S** to the **BUILDERS / DEVELOPERS** for meeting all legal costs, charges, expenses including professional costs of Attorney-at-law or Advocate of the **BUILDERS / DEVELOPERS** in connection with the formation of the said Co-operative Housing Society, preparing and engrossing this agreement and conveyance on sale. If M. S. E. B. authorize insist to install the electric Transformer then the cost of the said installation of Electric Transformer will be borne and paid by the **PURCHASER/S** proportionately.
15. At the time of registration the **PURCHASER/S** shall pay to the **BUILDERS / DEVELOPERS** the **PURCHASER/S** share of stamp duty and registration charges payable, if any, by the said Society on the Conveyance in respect of the said land and the building/s thereon to be executed in favor of the Purchase's Society.
16. The **PURCHASER/S** doth hereby covenant with the **BUILDERS / DEVELOPERS** as follows:

- a. The **PURCHASER/S** shall from the date of possession maintain the said FLAT at this/her own cost in good and tenantable condition and shall not do or suffer to be done anything in or to the said building or the said Flat, staircases, or any passages, which may be against the rules and regulations and bye-laws of the concerned local authority or Government nor shall the **PURCHASER/S** change, alter or make additions, in or to the said FLAT or to the building or any part thereof. The **PURCHASER/S** shall be responsible for any breach of the provisions.
- b. The **PURCHASER/S** shall not store in the FLAT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the FLAT is situated or storage of which goods is objected to by the concerned local authority or other authority and shall not carry or cause to be carried out heavy packages on upper floors which may damage or, likely to damage the staircases, common passages or any other structures of the building in which the FLAT is situated and in case any damage is caused to the building in which the FLAT is situated or to the FLAT on account of negligence or default of the **PURCHASER/S** in this behalf the **PURCHASER/S** shall be liable for the consequences of the breaches.
- b. The **PURCHASER/S** shall at his/her own costs, carry all internal repairs to the said FLAT and maintain the FLAT in the same conditions, state and order in which it was delivered by the **BUILDERS / DEVELOPERS** to the **PURCHASER/S** and shall not do or suffer to be done anything in or to the building in which the FLAT is situated or the FLAT which may be against the rules and regulations and bye-laws of the concerned Local Authority or other public authority and in the event of **PURCHASER/S** committing any act in contravention of the provisions, the **PURCHASER/S** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- a. The **PURCHASER/S** further covenants with the **BUILDERS / DEVELOPERS** that he/she shall not demolish or cause to be demolished FLAT or any part thereof of the building in which the said FLAT is situated nor will he/she at any time make or cause to be made any new construction of whatsoever nature in the said FLAT or any part thereof without the previous consent/s and/or permission in writing of the **BUILDERS / DEVELOPERS** or the said Co-operative Housing Society when it balconies or make any alteration in the elevation in the outside color scheme of that to be acquired by her/him without the previous permission in

writing of the **BUILDERS / DEVELOPERS** or the Co-op. Housing Society when it comes to be formed. If the building or any part of thereof gets demolished and/or damaged on account of any act of god, such as earthquake, flood or any other natural calamity, act of enemy, war or other causes beyond the control of the **BUILDERS / DEVELOPERS** and the **BUILDERS / DEVELOPERS** such as losses incurred to the structure / building will be fully sustained by the **PURCHASER/S** and the **BUILDERS / DEVELOPERS** shall not be responsible for such losses and the be liable to the **PURCHASER/S** for the same.

- e. The **PURCHASER/S** hereby covenants to keep the walls and partition walls, sewerage, drains, pipes and apparatus of the said building and the FLAT in good and tenantable conditions and repairs. The **PURCHASER/S** further covenants not to chisel or in any manner damage the columns, the beams, the slabs, the parades or the walls and the rest of the structure of the building. Any act of omission, breach of the conditions contain in this shall have the effect of putting an end to this Agreement and the **PURCHASER/S** shall be liable to the

BUILDERS / DEVELOPERS or the Co-operative Housing Society as the case may be for damage and if the amount deposited by the **PURCHASER/S** are found to be inadequate to make good damages, the **BUILDERS / DEVELOPERS** shall be entitled to recover their money from the **PURCHASER/S** for the damages so caused to the **BUILDERS / DEVELOPERS**. The decision of the **BUILDERS / DEVELOPERS** in that behalf she be final and **PURCHASER/S** shall not dispute the decision of the **BUILDERS / DEVELOPERS** in that regard.

- f. The **PURCHASER/S** agrees that he/she shall use the said FLAT carefully and as a person of ordinary prudent would use and same shall not be used or permit others to the said FLAT for purpose other than that for which it is agreed to be sold or for the purpose which would be immoral, hazardous or dangerous to life and for a purpose which is prohibiting by law.
- g. The **PURCHASER/S** shall not do or permit to be done any one other thing which may render voided or voidance any incurrence on the said land and the building in which the FLAT is situated or any part thereof or whether by increased premium shall become payable in respect of the insurance.

- h. The **PURCHASER/S** shall not throw dirt, rubbish, rages, garbage's or other refuse or permit the same to be thrown from the said FLAT in the compound or any portion of the said land and the building in which the FLAT situated.
- i. The **PURCHASER/S** shall let, sub-let, sell, transfer, convey, mortgage, charges or in any way encumber, or deal with or without or dispose his/her FLAT nor will he/she underlet or part with his/her interest in the FLAT or benefits of this agreement or any part thereof till all his/her dues of whatsoever nature owing to the **BUILDERS / DEVELOPERS** are fully paid and provided the **PURCHASER/S** has complied with all the terms and conditions of this Agreement and until he/she obtain prior consent / permission in writing of the **BUILDERS / DEVELOPERS**.
- j. The **PURCHASER/S** shall at no time demand portion of his/her interest on the said land and the buildings or any part thereof and it is hereby agreed that the **PURCHASER/S** interest in the said land and building shall be importable and the **BUILDERS / DEVELOPERS** shall not be liable execute any assignment or any other document in respect of the said FLAT in favor of **PURCHASER/S**.
- k. The **PURCHASER/S** agrees that till the building consisting of Flats and the their under are transferred convened in the name of the co-operative society to be form of the Flat **PURCHASER/S**, he/she shall be merely a license of the **BUILDERS / DEVELOPERS** in the said Flat.
- l. Till conveyance of building in which FLAT is situated, executed the **PURCHASER/S** shall permit the **BUILDERS / DEVELOPERS** and/or their servants and agents with or without workman and others., at all reasonable times, to enter into or upon the said land and/or building or any part of thereof and for the purpose of making, repairing, maintenance, cleaning, lighting and keeping in order/good conditions and services to pipes, water covers gutter or other convenience belongings to or serving or used for the said building and for any other similar purpose by giving one day notice in writing to the Purchaser in respect thereof.
- L. The **PURCHASER/S** shall observe and perform all rules and regulations which the society or any incorporated body may adopt at its inception and from time to time and at all times for protection and maintenance of the said building and the Flats therein and for the being. The **PURCHASER/S** shall also observe and

perform all the stipulations and conditions laid down by the society, limited company regarding the occupation and use of the FLAT in the building and shall pay and contribute regularly and punctually towards the taxes, expense or the outgoings in accordance with the terms and conditions of this agreement.

- M. The **PURCHASER/S** shall pay to the **BUILDERS /DEVELOPERS** with 7 days of demand by the **BUILDERS / DEVELOPERS** his/her share of security deposits demanded by the concerned Local Authority or Government for giving water, electricity or any other services connected to the building in which the FLAT is situated.
- N. The **PURCHASER/S** shall bear and pay increases in local taxes, water charges, insurances and such other levies if any, which are imposed by the concerned local authority and/or government and/or other public authority on account of change of user or the FLAT by the **PURCHASER/S** viz. user for any purpose other than for residential purpose.
- q. It is expenses agreed that the expenses for the formation and registration of a Co-operative society such as registration fee, entrance fee, membership fee, share money and other necessary incidental and such expenses here to and expenses required for transferring the various Shops in the name of the individual **PURCHASER/S** shall be borne and paid by each of the **PURCHASER/S** proportionately.
All costs, charges, stamp duty, registration charges and expenses in connection with the preparation and execution of the conveyance in respect of the said land and the building thereon in favor of the said society shall be borne, shared and paid by the **PURCHASER/S** and all other Flat **PURCHASER/S** to their respective floor area of their respective Flat /shop/garage space and/or by such co. op. society as may be determined by the **BUILDERS / DEVELOPERS**.
- Q. The **PURCHASER/S** shall also deposit with the **BUILDERS /DEVELOPERS** a Sum which will be worked out at the prevailing rates, being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favor of the Co-operative Housing Society it is agreed that unless and until the **PURCHASER/S** of various Flats/shops in the said building pay the proportionate amount of stamp duty and registration charges. if any, the **BUILDERS / DEVELOPERS** shall not be obliged to execute or cause to be executed the final Deed of Conveyance in favor of the co-op. Housing society.

- R. In the event of the Corporate Body being formed and Registered before the sale and disposal by the **BUILDERS / DEVELOPERS** of the all Flats/shops in the said building the powers and authorities of the Corporate body and formed or the **PURCHASER/S** and other **PURCHASER/S** of Flats/shops shall be subject to the overall control of the **BUILDERS / DEVELOPERS** in respect of the other matters concerning the said building. The construction and completion thereof and shall maintain amenities / appertaining to the same and in particular, the promoter shall have absolute authority and control as regards to the unsold Shop/FLAT and the disposal thereof.
- S. The **BUILDERS / DEVELOPERS** will also control the management of the building, realization of the outgoings and the disbursement of the payment to be made till the conveyance and the Purchaser along with the other FLAT **PURCHASER/S** and/or corporate body will have No Objection to same till the Deed of Conveyance of the said land and building is executed in favor of the Corporate Body is contemplated herein.
- T. It is specifically agreed that the **BUILDERS /DEVELOPERS** shall not be liable and/or required to pay anything towards and/or as and by way of maintenance charges etc. in respect the unsold dwelling units and other units in the building in their possession. It is agreed that the **BUILDERS / DEVELOPERS** shall be liable and required to pay only Municipal Taxes along with the other Flats/shops holders in the said building in respect of the said unsold units.
17. Nothing contained in this agreement is intended to or not shall be construed to be a grant, demise or assignment in law of the said FLAT or land or ground/building thereon or any part thereof in favor of the **PURCHASER/S**.

The **PURCHASER/S** shall have no claims on the same and except in respect of the said Flats hereby agreed to be sold to him/her and all Open spaces parking spaces, lobbies, Staircases, terraces, Recreation spaces remain the property of the **BUILDERS / DEVELOPERS** until the said land and the building is transferred to the Society of **PURCHASER/S** hereinbefore mentioned.

18. Any delay made or indulgence or latitude shown by the **BUILDERS / DEVELOPERS** in enforcing the various terms of this Agreement and recovering their dues or any extension of time granted by the **BUILDERS / DEVELOPERS** to the **PURCHASER/S** to make any payment that become due, shall not be

constructed as a waiver by the **BUILDERS / DEVELOPERS** of their rights, and same shall not affect or prejudice the rights of the **BUILDERS / DEVELOPERS** under this Agreement.

19. The Present Agreement shall be executed in duplicate the original shall be lodged by the Purchaser for its registration with the Sub-Registrar at Kalyan as required under the Maharashtra Ownership Flats (Registration of the Promotion of construction, sale, management and transfer) Act, 1965, the second copy of the agreement will be retained by the **PURCHASER/S** and third copy by the **BUILDERS / DEVELOPERS**. It is agreed that the **PURCHASER/S** shall lodge the original of this Agreement for registration with the Sub-Registrar at Kalyan his/her own costs (Registration charges, Stamp duty etc.,) within the time specified for the purpose under the provisions for the Indian Registration Act and shall immediately inform the **BUILDERS / DEVELOPERS** about having lodged by him/her the said Agreement for registration. The **BUILDERS / DEVELOPERS** shall on receiving the said information attend the office of the concerned Sub Registrar and admit execution thereof. The **PURCHASER/S** agrees and undertakes to pay the Registration charges, stamp duty and any other expenses which may arise at the time of registration of this Agreement.
20. It is also understood and agreed by and between the parties hereto the terrace space in the form of the or adjacent to the terrace Flats in the said building if any, shall belong exclusively to the respective **PURCHASER/S** of the terrace FLAT and such terrace space are intended for the exclusive use of the respective terrace FLAT **PURCHASER/S**. The said terrace shall not be enclosed by the **PURCHASER/S** till the permission in writing is obtained from the concerned local authority and the **BUILDERS / DEVELOPERS** of the Society.
21. The name of the building to be constructed for the members of the Co-operative Housing Society shall be _____ and the name shall not be changed without the written permission of the **BUILDERS / DEVELOPERS**
22. The present Agreement shall always be subject to the Provisions contained in the Maharashtra Ownership Act, 1965, and the Rules framed there under or any other provisions of law applicable thereof. Karnataka Bank.

SCHEDULE OF LAND

ALL THAT the piece or parcel of land **Village Mangaon**, Taluka Kalyan, Dist. Thane, bearing **Survey No. 65, Hissa No 3A, Survey No. 29, Hissa No 15**, total admeasuring **about 2700sq.mtrs**& within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division.

SCHEDULE OF FLAT

FLAT No. 203, "A" Wing 2ND Floor area about **609 Sq. ft. Carpet** in Building known as **VINAYAK PLATINA** at **Survey No. 65, Hissa No 3A, Survey No. 29, Hissa No 15, Village Mangaon, Tal. Kalyan, Dist Thane 421201**, within the limits of Kalyan Dombivli Municipal Corporation.

**IN WITNESS WHEREOF THE PARTIES HERE TO SET AND SUBSCRIBED
THEIR RESPECTIVE HANDS SEALS AND THE DAY AND YEAR HEREIN
ABOVE MENTIONED.**

SIGNED, SEALED AND DELIVERED }
By the within named }
The **BUILDER / DEVELOPER** }
VINAYAK CONSTRUCTION }
Through its Partner }
MR. PAWAN SINGH } _____
In the presence of }
1. _____

SIGNED, SEALED AND DELIVERED }
By the within named the “**PURCHASERS**” }
1) MR. KRISH ARJUN DHAGE } _____

2) MR. ANIRUDH ARJUN DHAGE } _____
In the presence of } **PURCHASERS**

2. _____

RECEIPT

Received of and from the **FLAT** purchaser/s **1) MR. KRISH ARJUN DHAGE 2) MR. ANIRUDH ARJUN DHAGE** an amount of **Rs. 51,000/-**-(Rupees **Fifty One Thousand Only**) by following cash/ cheque towards sale price of the Part/Full Payment paid by the **FLAT** purchaser/s to the builder.

SCHEDULE OF PAYMENT

Rtgs No/UtrNo.Check No.	Bank Name	Date	Amount
000676	ICICI		Rs. 51,000/-
		Total	Rs. 51,000/-

I Say Received
Rs. 51,000/-

VINAYAK CONSTRUCTION
Through its Partner
MR. PAWAN SINGH

WITNESS:

1)

2)