

AGREEMENT FOR SALE

ARTICLE OF AGREEMENT FOR SALE made and entered into at _____ on this _____ day of _____, 2024.

BETWEEN

M/S. ASHTAVINAYAK CONSTRUCTION, (PAN NO. ABZFA7251K) through its Partners (1) MR. GORAKSHNATH JAYRAM PATIL, Aged 63 years, (2) MR. KANIK JAYRAM PATIL, Aged 56 years, (3) MR. SUNIL JAYRAM PATIL, Aged 53 years, having Office at 1, Ground Floor, Hira Sadan, Sitaram Nagar, Dawadi Road, Dombivli (E)- 421203 hereinafter called and referred to as the **Builder/Developer/Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the proprietor constituting the said firm, their heirs, legal representatives, executors and administrator) being the Party of the First Part.

AND

(1) MR. ----- aged ----- years, Occupation- -----, PAN- -----, Residing at _____, hereinafter called and referred to as the **Purchaser/s / Allottee/s/Allottee/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, administrators and assigns) being the Party of the Second Part;

AND WHEREAS initially Sitaram Kondu Patil was the owner of the property bearing piece and parcel of land bearing Survey No. 121/10, admeasuring 300 Sq.mtrs., Survey No. 121/11, admeasuring 4,500 Sq.mtrs., Survey No. 15/3/ब, admeasuring 2,380 Sq.mtrs., Survey No. 15/4, admeasuring 430 Sq.mtrs., i.e. Total admeasuring 7,610 Sq.mtrs. of Village Dawadi Tarfe Ambarnath, and as per location the area is known as Dawadigaon, Dombivli (East) Taluka Kalyan, Dist. Thane and within the limits of Kalyan Dombivli Municipal Corporation, and within the Registration Dist: Thane Sub Registration Dist: Kalyan, described in First Schedule. (hereinafter called and referred to as the '**SAID PROPERTY**' for the sake of brevity.).

AND WHEREAS Thereafter, Shri. Sitaram Kondu Patil expired on 06/07/1971 and leaving behind him following legal heirs. (1) Jayram Sitaram Patil (Son), (2) Shriram Sitaram Patil (Son), (3) Macchindranath Sitaram Patil (Son) (4) Tulsabai Gurunath Mhatre (Daughter) (5) Raibai Shankar Mhatre (Daughter) (7) Parvatibai Baburam Patil (Daughter) (8) Anubai Laxman Patil (Daughter), (9) Chandrabai Babu Patil (Daughter)

AND WHEREAS the family property is divided & as per the said kabuli javab the property bearing Survey No. 121/10, admeasuring 300 Sq.mtrs., Survey No. 121/11, admeasuring 4500 Sq.mtrs., Survey No. 15/3/ब, admeasuring 2380 Sq.mtrs., Survey No. 15/4, admeasuring 430 Sq.mtrs., total admeasuring 7,610 Sq.mtrs. came to the ownership of Jayram Sitaram Patil .

AND WHEREAS THEREAFT Shri. Jayram Sitaram Patil expired on 20/09/1981 and leaving behind him following legal heirs. (1) Gorkshnath Jayram Patil (Son) (2) Jalindar Jayram Patil (Son) (3) Nana Jayram Patil (Son), (4) Kanik Jayram Patil (Son) (5) Sunil Jayram Patil (Son) (6) Subhash Jayram Patil (Son) (7) Somnath Jayram Patil (Son), (8) Shivdas Jayram Patil (Son), (9) Kusum Pralhad Bhoir (Sister) (10) Savita Suresh Patil (Sister) (11) Sandhya Jayram Patil (Sister) (12) Surekha Jayram Patil (Sister) (13) Hirabai Jayram Patil (Mother).

AND WHEREAS thereafter Shri. Subhash Jayram Patil (Unmarried) expired on 12/08/1989 and leaving behind him following legal heirs. (1) Gorakshnath Jayram Patil (Son) (2) Jalindar Jayram Patil (Son), (3) Nana Jayram Patil (Son) (4) Kanik Jayram Patil (Son) (5) Sunil Jayram Patil (Son) (6) Somnath Jayram Patil (Son), (7) Shivdas Jayram Patil (Son), (8) Kusum Pralhad Bhoir (Sister) (9) Savita Suresh Patil (Sister) (10) Sandhya Jayram Patil (Sister) (11) Surekha Jayram Patil (Sister), (12) Hirabai Jayram Patil (Mother).

AND WHEREAS THEREAFTER Hirabai Jayram Patil expired on 01/01/2010 and leaving behind him following legal heirs. (1) Gorakshnath Jayram Patil (Son) (2) Jalindar Jayram Patil (Son), (3) Nana Jayram Patil (Son) (4) Kanik Jayram Patil (Son) (5) Sunil Jayram Patil (Son) (6) Somnath Jayram Patil (Son), (7) Shivdas Jayram Patil (Son), (8) Kusum Pralhad Bhoir (Daughter) (9) Savita Suresh Patil (Daughter) (10) Sandhya Jayram Patil (Daughter) (11) Surekha Jayram Patil (Daughter).

AND WHEREAS THEREAFTER Savita Suresh Patil expired on 29/09/2019 and leaving behind him following legal heirs. (1) Ajay Suresh Patil (Son) (2) Uday Suresh Patil (Son)

AND WHEREAS In the mean time 1) Shri. Gorkshnath Jayram Patil, 2) Shri. Jalindar Jayram Patil, 3) Shri. Nana Jayram Patil, 4) Shri. Kanik Jayram Patil, 5) Shri. Sunil Jayram Patil, 6) Shri. Somnath Jayram Patil, 7) Shri. Shivdas Jayram Patil, 8) Shri. Ajay Suresh Patil, 9) Shri. Uday Suresh Patil, 10) Kusum Jayram Patil alias Kusum Pralhad Bhoir, 11) Sandhya Jayram Patil alias Suvarna Ananta Ayrekar & 12) Surekha Jayram Patil alias Surekha Ganesh Patil have given Power of Attorney to 1) Shri. Gorkshnath Jayram Patil, 2) Shri. Kanik Jayram Patil & 3) Shri. Sunil Jayram Patil for looking after development of the said property & the said Power of Attorney registered with the Sub registered of Kalyan -2 under no. 2653/2023, dt. 06/02/2023.

AND WHEREAS 1) Kusum Jayram Patil alias Kusum Pralhad Bhoir, 2) Sandhya Jayram Patil Alias Suvarna Ananta Ayrekar, 3) Surekha Jayram Patil Alias Surekha Ganesh patil, 4) Ajay Suresh Patil, 5) Uday Suresh Patil has relinquished his rights in favour of 1) Gokhsnath Jayram Patil, 2) Jalindar Jayram Patil 3) Nana Jayram Patil 4) Kanik Jayram Patil 5) Sunil Jayram Patil, 6) Somnath Jayram Patil 7) Shivdas Jayram Patil by Release Deed which is Registered with Sub-Registrar Kalyan -2 on 06/02/2023 under document no. 2654.

AND WHEREAS And as such following persons remains as the owners of the above property. 1) Shri. Gorkshnath Jayram Patil, 2) Shri. Kanik Jayram Patil 3) Shri. Sunil

Jayram Patil, 4) Shri. Jalindar Jayram Patil, 5) Shri. Nana Jayram Patil, 6) Shri. Somnath Jayram Patil, 7) Shri. Shivdas Jayram Patil,

AND WHEREAS as such Gorakshanath Jayram Patil & 6 others remains as the owner of the said property Described in the First Schedule.

AND WHEREAS in order to develop the property all the Seven owners 1) Gokhsnath Jayram Patil , 2) Jalindar Jayram Patil 3) Nana Jayram Patil 4) Kanik Jayram Patil 5) Sunil Jayram Patil , 6) Somnath Jayram Patil 7) Shivdas Jayram Patil have formed a partnership on 16/09/2022 which Registered with Registrar of Partnership Firm on 23/09/2022 under name & style of **M/S. ASHTAVINAYAK CONSTRUCTION.**

AND WHEREAS in order to develop the said Property under the said partnership firm the Power Of Attorney is also given to **MR. GORAKSHNATH JAYRAM PATI, MR. KANIK JAYRAM PATIL & MR. SUNIL JAYRAM PATIL on 06/02/2023 & registered with sub-registrar Kalyan 2 on even date under document no. 2653/2023.**

AND WHEREAS MR. GORAKSHNATH JAYRAM PATI, MR. KANIK JAYRAM PATIL & MR. SUNIL JAYRAM PATIL Partner of M/S. ASHTAVINAYAK CONSTRUCTION are empowered to do the construction as well as to sale the flats on the property described in the First Schedule on behalf of all the Land Owners.

AND WHEREAS said property converted to non-agricultural use by and under the Order passed by the **Tahasildar Kalyan, under No. Kramank / Mahasul /T-2/Jaminbab-1 / Rupantarankar /SR/129/2023, Dated 20/04/2023.**

AND WHEREAS the builder has decided to develop the property admeasuring 4111.67 Sq.Mtrs. being Plot No. A out of Total Plot admeasuring 7610 Sq.Mtrs. as described in Second Schedule.

AND WHEREAS as such Owner & Builder has submitted the Plan for development of Plot No. A property which is duly sanctioned by **KDMC on 18/09/2023 under Office No. KDMC/ TDP/BP/27 Village /2023-24/11 (Annexure –A).**

- 1) **Wing-A** = Stilt (Part), Ground (Pt), Commercial + First & Second (Podium Parking), 3rd to 19th Floor (Residential)
- 2) **Wing-A** = (Bungalow) Stilt (Pt), Ground (Pt), First Floor & Second Floor (Pt).
- 3) **Wing-B** = Stilt (Pt), Ground (Pt) Commercial.
- 4) At present commercial construction for B-Wing is already sanctioned as per KDMC Plan Sanction on 18/09/2023 moreover the B-Wing Building will be constructed after additional sanction of residential units along with TDR , Premium & Ancillary FSI.

AND WHEREAS in pursuance to the above referred sanctioned plans and permissions as well as revisions therein, the Promoters are entitled to commence the construction work on the said property.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS as per the above recited deeds, agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential Flats /Apartments / Shops / units constructed in the building on ownership basis and to enter into agreements with the Purchaser/s / Allottee /s and to receive the sale price in respect thereof and upon such disposal of the Flat/Apartments / Flat/Shop/Units / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective Flat/Apartments / Flat/Shop/Units;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority at Mumbai No. -----** , authenticated copy of **RERA** Registration Certificate is attached in **Annexure-F**.

AND WHEREAS the Promoter has appointed Architect Shri. Keshav Chikodi (Vastukala) a Structural Engineer Shri. Madhav Chikodi for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreements and Power of Attorneys the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land (said property) and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s.Vastukala and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder (**Annexure –B**)

AND WHEREAS the Purchaser/s / Allottee/s has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove as well as the terms and conditions and the Promoter has brought to the knowledge of the Purchaser/s / Allottee/s herein and the Purchaser/s /

Allottee/s is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI / TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional wings, floors, Flat/Apartments and units in the said scheme of construction as the Promoter may deem fit and proper and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Promoters may deem fit and proper and the Purchaser/s / Allottee/s has accorded his / her express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser/s / Allottee/s the copy orders, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser/s / Allottee/s and the Purchaser/s /Allottee /s is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Promoters have appointed Architect Vastukala registered with the council of architects as their Architect and the Promoters have also appointed R.C.C. Consultant for the preparation of the structural designs and drawings of the building and the Promoters accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the buildings.

AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Promoters expressed their intention to dispose of the Flat/Apartments / Flat/Shop/Units / tenements / galas and Flat/Shop/Units in the proposed buildings known as “**VIDHI-IMPRESSION**”, Near **Datt Mandir, Dawadi Road, Dombivli East. Taluka- Kalyan, Dist.- Thane 421203.**

AND WHEREAS the Purchaser/s / Allottee/s has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser/s / Allottee/s 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 relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser/s / Allottee/s a Flat/Apartment / Flat/Shop/Unit / Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS the Promoter has accepted the said offer made by the Purchaser/s / Allottee /s .

AND WHEREAS the list of amenities, copy 7/12, Certificate of Title issued by the Advocate of the Promoter to the said property, and the floor plan approved by the Municipal authority have been annexed hereto and marked as Annexure.

AND WHEREAS upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the said property so developed in favour of the cooperative society of all those several persons (including the Purchaser/s / Allottee/s herein) purchasing / acquiring the respective Flat/Apartments / Flat/Shop/Units / tenements / galas and Flat/Shop/Units etc., in the said new buildings as the nominees of the Promoters.

AND WHEREAS the end of **30 December -2028** but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Promoters, the Promoters agree to complete in all respect the construction of the proposed buildings known as “ **VIDHI-IMPRESSION** ” on the said land particularly described in the Schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favor of the cooperative housing society to be formed of the several persons (including the Purchaser/s / Allottee/s herein) acquiring the respective Flat/Apartments / Flat/Shop/Units / tenements / galas and Flat/Shop/Units etc., therein at and for an aggregate price / consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS The Promoter accordingly shall sell and the Purchaser/s / Allottee/s shall purchase acquire the said Flat/Apartments / Flat/Shop/Units / tenements / galas and Flat/Shop/Units by becoming member / share holder / constituent of the proposed cooperative society and the Purchaser/s / Allottee/s shall pay to the promoter **Rs. -----/- (Rupees ----- Only) in respect of the said Flat/Apartment No. ----- on ----- floor, “VIDHI IMPRESSION” building of admeasuring ----- sq. mtrs. RERA carpet area** in the scheme of construction building known as “**VIDHI-IMPRESSION**”, allotted to the Purchaser/s / Allottee/s and shown and marked accordingly on the floor plan annexed hereto.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. **The PROMOTER shall construct the said building/s consisting of Wing-A = Stilt (Part), Ground (Pt), Commercial + 1st & 2nd (Podium Parking), 3rd to 19th Floor (Residential), Wing-A = (Bungalow) Stilt (Pt), Ground (Pt), First Floor & Second Floor (Pt), Wing-B = Stilt (Pt), Ground (Pt) Commercial, floors on the said land in accordance with the plans designs, specifications approved by the Kalyan Municipal Corporation and which have been seen and approved by the Flat/Shop/Unit ALLOTTEE/S with only such variations and modifications as the PROMOTER may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.**

The ALLOTTEE hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE Apartment viz. Flat/Shop/Unit No. _____ on the _____ Floor in Wing _____ which is to have a _____ Sq.Mtrs. Rera Carpet area along with Upper / Lower / Stack Parking No. _____ in building known as “VIDHI-IMPRESSION”, Situated at Dawadigaon, Dombivli (East), Taluka Kalyan, Dist. Thane, in the building (hereinafter referred to as “the Apartment**”) as shown in the floor plan thereof hereto annexed being the proportionate price of the common area and facilities appurtenant to the premises the nature extent and description of the common area and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common area and facilities and parking spaces should be shown separately).**

- 1(a) (i) **The ALLOTTEE hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE Apartment viz. Residential/Commercial Office / Unit No. _____ on the _____ Floor, Wing _____ which is to have a Carpet Area of _____ sq.ft. Carpet area (i.e. _____ sq.mtrs) excluding the balcony having area of _____ Sq.Mtrs. Carpet and the adjacent open terrace having an area _____ Sq.Mts Carpet & Cup Board area _____ Sq.Mtrs. (Total area _____ Sq.Mt, (Carpet area) of flower bed on _____ Floor in the building (hereinafter referred to as “**the Apartment**”) as shown in the floor plan thereof hereto annexed and marked Annexures C-1, C-2 & D for the consideration of Rs. _____ /- (Rupees _____ Only) being the proportionate price of the common area and facilities appurtenant to the premises the nature extent and description of the common area and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common area and facilities and parking spaces should be shown separately).**

(ii) **The ALLOTTEE hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE garage/car parking bearing Nos. _____ situated at _____ Stack Parking and/or stilt and/or _____ podium / being constructed in the layout for the consideration of Rs. _____/- .**

(iii) **The ALLOTTEE hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE covered parking spaces bearing Nos. _____ situated at _____ Stack Parking and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-.**

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces in thus Rs. _____/- (Rupees _____ Only).

1(c) The ALLOTTEE has paid on or before execution of this agreement in the following manner.

- i) **05 %** On booking of the Flat / Apartment.
- ii) **05 %** Within 15 days after the booking date.
- iii) **10 %** Within 15 days Registration of this agreement.
- iv) **25 %** On completion of plinth work.
- v) **05 %** On casting of 4th floor RCC slab.
- vi) **05 %** On casting of 8th floor RCC slab.
- vii) **05 %** On casting of 12th floor RCC slab.
- viii) **05 %** On casting of 16th floor RCC slab.
- ix) **05 %** On casting of 20th floor RCC slab.
- x) **05%** On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- xi) **05 %** On completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Apartment.
- xii) **05 %** On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- xiii) **10 %** On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- xiv) **05 %** At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

100%

1(d) The Total Price above excludes Taxes (consisting of tax paid or Payable by the Promoter by way of Value Added Tax, Service Tax, GST, LBT and/or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

- 1(e)** The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the ALLOTTEE/S, for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.
- 1(f)** The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE/S, by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to a ALLOTTEE/S, in writing by the Promoter.
- 1(g)** The Promoter shall confirm the final carpet area that has been allotted to the ALLOTTEE/S, after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by ALLOTTEE/S, within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/S. If there is any increase in the carpet area allotted to ALLOTTEE/S, the Promoter shall demand additional amount from the ALLOTTEE/S, as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h)** The ALLOTTEE/S, authorizes the Promoter to adjust / appropriate all payments made by him / her/their under any head(s) of dues against lawful outstanding, if any in his / her/their name as the Promoter may in its sole discretion deem fit and the ALLOTTEE/S, undertakes not to object / demand / direct the Promoter to adjust his/her/their payments in any manner.
- Note : Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements / podiums / floors in case of multi-storied building / wing.**
- 2.1** The Promoter 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 shall before handing over possession of the said Apartment to the ALLOTTEE/S obtain from the concerned Local Authority Occupancy and/or Completion Certificate in respect of the said Apartment.

2.2 **Time** is essence for the Promoter as well as the ALLOTTEE/S,. The Promoter shall abide by the time schedule for completing the project and handing over the (Apartment) to the ALLOTTEE/S, and the common areas to the association of the ALLOTTEE/S, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the ALLOTTEE/S shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. (“Payment Plan”)

3. **The** Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as shown in the approved plan and Promoter has planned to utilize floor Space Index by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project . The Promoter has disclosed the Floor Space Index of **4111.67 Sq.Mtrs** as proposed to be utilized by him on the project land in the said Project and ALLOTTEE/S, has/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 **If** the Promoter fails to abide by the time schedule for completing the project and handing over the (Apartment) to the ALLOTTEE/S, the Promoter agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the Rule (as per rule no 18, chapter no IV of Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Web Site) Rules, 2017.), on all the amounts paid by the ALLOTTEE/S for every month of delay, till the handing over of the possession. The ALLOTTEE/S agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEE/S to the Promoter under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S to the Promoter.

4.2 **Without** prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/S committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the ALLOTTEE/S by Registered Post AD at the address provided by the ALLOTTEE/S and mail at the e-mail address provided by the ALLOTTEE/S, of

his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the ALLOTTEE/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the ALLOTTEE/S to the Promoter.

5. **The** fixtures, fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are out in **Annexure “E”** annexed hereto.
6. **The** Promoter shall give possession of the said Apartment to the ALLOTTEE/S on or before **30/12/2028**. If the promoter fails or neglects to give possession of the Apartment to the allottee on account of reasons beyond his control and of his agents by the aforesaid date then the promoter shall be liable on demand to refund to the allottee the amounts already received by him in respect of the apartment with interest at the same rate as may mentioned in the clause 4(1) herein above from the date the promoter received the sum till the date to the amounts an interest thereon is repaid.

Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of

- (i) war, civil, commotion or act of God;
- (ii) any notice, order, rule, notification of the government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession** - The Promoter upon obtaining the occupancy certificate from the competent Authority and the payment made by the ALLOTTEE/S as per the Agreement shall offer in writing the possession of the Apartment to the ALLOTTEE/S in terms of this Agreement to be taken within 3 (three months) from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the ALLOTTEE/S. The Promoter agrees and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The ALLOTTEE/S agree/s to pay the maintenance charges as determined by the Promoter or Association of ALLOTTEEs, as the case may be. The Promoter on its behalf shall offer the possession to the ALLOTTEE/S in writing within 7 days of receiving the Occupancy Certificate of the Project.

- 7.2** The ALLOTTEE/S shall take possession of the said Apartment within 15 days of the Promoter giving written notice to the ALLOTTEE/S intimating that the said Apartment is ready for use and occupancy.
- 7.3** **Failure of ALLOTTEE/S to take Possession of Apartment** – Upon receiving a written intimation from the promoter as per clause 7.1 the ALLOTTEE/S shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the ALLOTTEE/S. In case the ALLOTTEE/S fails to take possession within the time provided in clause 7.1 such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable.
- 7.4** If within a period of five years from the date of handing over the Apartment to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is/are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.
- 8.** The ALLOTTEE/S shall use the Apartment or any part thereof or permit the same to be used only for the purpose of **residence or commercial** use as the case may be. The ALLOTTEE/S shall use the parking space if any, only for the purpose of keeping or parking the his/her/their own vehicle.
- 9.** The ALLOTTEE/S alongwith other ALLOTTEEs of the Apartment in the said building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute applications, for registration and membership and all the necessary papers and documents required for the purpose of formation and registration of 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 Promoters within 7 days of the same being forwarded by the Promoter to the ALLOTTEEs so as to enable the Promoter to register the Organization of the ALLOTTEEs. No Objection shall be taken by the ALLOTTEEs/s if any changes and/or modifications 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.
- 9.1** The Promoter shall, within 3 months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/ Original Owner / Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter Shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the vendor / Lessor / Original Owner / Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the ALLOTTEE that the Apartment is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE shall pay to the Promoter such proportionate share of outgoings as may be determined. The ALLOTTEE further agrees that till the ALLOTTEE's share is so determined the ALLOTTEE shall pay to the Promoter provisional monthly contribution of Rs. 10/- (Rupees Ten Only) per Sq.Ft. towards the outgoings. The amounts so paid by the ALLOTTEE the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The ALLOTTEE shall or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

(i)	Rs. 20,000/-	For share money, application entrance fee of the society or Limited Company/Federation /Apex body, formation and registration of the Society or Limited Company/ Federation/Apex body, proportionate share of taxes and other charges/levies in respect of the society or Limited Company/Federation/Apex body, deposit towards provisional monthly contribution towards outgoing of Society or Limited Company/ Federation/ Apex body.
(ii)	Rs. 5,000/-	For deposit towards Water, Electric and other utility and service connection charges.
(iii)	Rs. 5,000/-	For deposit of electrical receiving and Sub-Station provided in layout.

11. **The ALLOTTEE shall pay to the Promoter a sum of Rs. 5,000/- for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society or Limited Company/ Apex body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.**
12. **At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the ALLOTTEE shall pay to the Promoter, the ALLOTTEEs' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of conveyance or Lease of the project land, the ALLOTTEE shall pay to the Promoter, the ALLOTTEEs' share of stamp duty and registration charges, payable, by the said Apex Body or Federation on such conveyance or lease of any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.**
13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**
The Promoter hereby represents and warrants to the ALLOTTEE/S as follows:-
- i. The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual physical and legal possession of the project land for the implementation of the Project.**
 - ii. The Promoter has lawful right and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.**
 - iii. There are no encumbrance upon the project land or the Project except those disclosed in the title report.**
 - iv. There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report.**
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.**
 - vi. The Promoter has the right to enter into this Agreement and had not committed or omitted to perform any act or ALLOTTEE/S created herein, may prejudicially be affected.**
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement.**

- viii. **The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the ALLOTTEE/S in the manner contemplated in this Agreement.**
 - ix. **At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the ALLOTTEES.**
 - x. **The Promoter has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and nor penalties and other outgoings' whatsoever payable with respect to the said Project to the Competent Authority which are legally and lawfully payable by him till the completion of the project as intended by these presents.**
 - xi. **No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project land and/or the Project except those disclosed in the title report.**
- 14. The ALLOTTEE/S or himself / themselves with intention to bring all persons into whosoever hands the Apartment may come hereby covenant with the Promoter as follows:-**
- i. **To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.**
 - ii. **Not to store in the Apartment 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 Apartment is situated or storage of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the apartment on account or negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.**
 - iii. **To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of Allottee committing any act in contravention of the above provision, the Allottee shall be**

responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv.** **Not** to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v.** **Not** to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi.** **Not** to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii.** **Pay** to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii.** **To** bear and pay increase in local taxes, water charges, insurance 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 of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix.** **The** Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x.** **The** Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Build Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. **Till** a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. **Till** a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. **The** Promoter shall maintain a separate account in respect of sums received by the Promoter from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. **Nothing** contained in this Agreement is intended to or nor shall be construed to be grant, demise or assignment in law of the said Apartment or of the said land or ground and building thereon or any part thereof in favour of the ALLOTTEE/S. The ALLOTTEE/S shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/their and all open spaces, parking spaces, terrace, remain the property of the Promoters until the said land and the building is transferred to the Society of the ALLOTTEE/S herein before mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter execute this Agreement they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/S who has taken or agreed to take such Apartment.
18. **BINDING EFFECT:**
Forwarding this Agreement to the ALLOTTEE by the Promoter does not create a binding obligation on the part of the Promoter or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the ALLOTTEE(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:**
This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / building as the case may be.
20. **RIGHT TO AMEND:**
This Agreement may only be amended through written and prior consent of the parties.
21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT APARTMENT ALLOTTEES.**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/S of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
22. **SEVERABILITY:**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**
Wherever in this Agreement it is stipulated that the ALLOTTEE/S has/have to make any payment in common with other ALLOTTEE/S in Project, the same shall be in proportion to the carpet area of the apartment to the total carpet area of all the Apartments in the Project.
24. **FURTHER ASSUARES:**
Both Parties agreed that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
25. **PLACE OF EXECUTION:**
The Execution of this agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office and after the agreement is duly executed by the ALLOTTEE and the Promoter or simultaneously with the execution of the said agreement before the Sub-Registrar shall be registered at the Office of the Sub-Registrar.
26. **The ALLOTTEE/S and/or Promoter shall present this Agreement as well the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.**

27. **That** all notices to be served on the ALLOTTEE/S and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the Promoter by Registered Post A.D. **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the ALLOTTEE/ : _____
Address of the ALLOTTEE/ : _____
Email.ID of the ALLOTTEE/S :

Name of the Promoter : **M/S. ASHTAVINAYAK CONSTRUCTION**
Address of the Promoter : **1, Ground Floor, Hira Sadan, Sitaram Nagar, Dawadi Road, Dombivli (E)
Pin - 421203**

Email.ID of the Promoter : **Ashtavinayak1999@gmail.com**

It shall be duty of the ALLOTTEE/S and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoters or the ALLOTTEE/S, as the case may be.

28. **JOINT ALLOTTEE/S**

That in case there are Joint Apartment ALLOTTEE/S all communications shall be sent by the Promoter to the ALLOTTEE/S whose name appears first and at the address given by him/her/their which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/S.

29. **STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/S.

30. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the appropriate Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, there under.

31. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Kalyan will have the jurisdiction for this Agreement.

32. **It** is clarified that a piece of land admeasuring 60 Sq.Mtrs. is leased to MSEDCL.Kalyan Div. on 18/10/2023 & Registered with Sub-Registrar Kalyan-4 on 18/10/2023 Under No. 14967/2023 & the said lease will continue even after transferr of the land in favour of society.

33. **The Purchaser/s / Allottee/s shall make all payments of the consideration amount due and payable to the developers through an account payee Cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “M/s. ASHTAVINAYAK CONSTRUCTION PROJECT “VIDHI IMPRESSION”, KOTAK MAHINDRA BANK, DOMBIVLI (EAST) BRANCH A/C. 3449159971” in case of any financing arrangement entered by the Purchaser/s / Allottee/s with any financial institution with respect to the purchase of the said premises, the Purchaser/s / Allottee/s undertakes to direct such financial institution does disburse/pay all such consideration amounts due and payable to the Developers through an account payee cheque / demand draft drawn in favour of “M/s. ASHTAVINAYAK CONSTRUCTION PROJECT “VIDHI IMPRESSION”, KOTAK MAHINDRA BANK, DOMBIVLI (EAST) BRANCH A/C. 3449159971”.**

FIRST SCHEDULE OF THE PROPERTY

ALL the piece and parcel of land bearing Survey No. 121, Hissa No. 10 admeasuring area 300 sq.mtrs., Survey No. 121, Hissa No. 11 admeasuring area 4500 sq.mtrs., Survey No. 15, Hissa No 3B admeasuring area 2380 sq.mtrs. and Survey No. 15, Hissa No. 4 admeasuring area 430 sq.mts. of Mouje Dawadi tarfe Ambarnath (Dawadi Gaon) Talukal- Kalyan, Dist- Thane, within the limits of Kalyan Dombivli Municipal Corporation & bounded as under.

By East : Dawadi Gaon Road
 By West : Sandip M. Patil and other Land Property
 By South : Sham Janu Sarnobat and others Land Property
 By North : Survey No. 15/3/B & 4 Part Land & Datta mandir

SECOND SCHEDULE OF THE PROPERTY

The description of plot A & B all the piece of land described in first schedule.

Sr.No.	Survey No.	Hissa No.	Area Sq.mtrs.	Not in Possession area	Sanction Plan area Plot “A”	Proposed area For Plot “B”
1	121	10	300	140.12	159.88	00.00
2	121	11	4500	112.50	2465.65	1921.85
3	15	3B	2380	18.00	1090.22	1271.78
4	15	4	430	00.00	395.92	34.08
			7610	270.62	4111.67	3227.71

As per Sanction Plan Plot “ A ” Area

Survey No. 121, Hissa No. 10 admeasuring area **159.88 sq.mtrs.**,
 Survey No. 121, Hissa No. 11 admeasuring area **2465.65 sq.mtrs.**,
 Survey No. 15, Hissa No 3B admeasuring area **3953.92 sq.mtrs.**
 Survey No. 4, admeasuring area **1090.22 sq.mtrs.**

**-----
 Total admeasuring 4111.67 Sq.mtrs.
 =====**

Together with all easement rights and benefits thereof.

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 "LAND OWNERS"
M/S. ASHTAVINAYAK CONSTRUCTION,
through its Partners
(1) MR. GORAKSHNATH JAYRAM PATIL _____

(2) MR. KANIK JAYRAM PATIL _____

(3) MR. SUNIL JAYRAM PATIL _____

SIGNED & DELIVERED

by the within named Purchaser/s / Allottee/s

(1)MR. _____

WITNESS:

1] _____

2] _____

RECEIPT

Received of and from the within named Purchaser/s / Allottee/s **MR.** -----
----- a sum of **Rs.** _____ /- (**Rupees**
- _____ **Only**) as earnest
money from time to time prior to execution of this agreement in the following manner:

DATE	CHEQUE NO.	BANK / BRANCH	AMOUNT
Total Rupees ----- Only			

I say received **Rs.** -----/-

**M/S. ASHTAVINAYAK CONSTRUCTION,
through its Partners**

(1) MR. GORAKSHNATH JAYRAM PATIL,

(2) MR. KANIK JAYRAM PATIL,

(3) MR. SUNIL JAYRAM PATIL

WITNESS:

1] _____

2] _____