

## AGREEMENT FOR SALE

This Agreement is made at Dombivli on this 31 day of Oct, 2019

### BETWEEN

M/s. Rajendra Developers a Proprietor Firm having its Office at at 17, Savalaram Joshi Building, Subhash Road, Navapada, Dombivli (West) through its Proprietor Shri. Raju Eknath Pardeshi, hereinafter called and referred to as the "DEVELOPER" ( Which Expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns ) being the party of the First Part

### AND

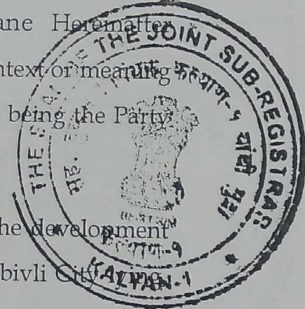
1. MRS. SAKSHI SANDESH TAWADE, aged 36 years, Pan No.: 9327 1689 4300

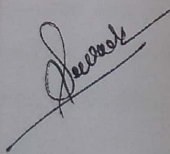
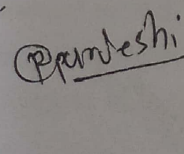
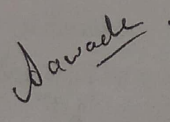
2. MR. SANDESH KRISHNA TAWADE, aged 40 years, PAN NO. AGBPT2127N, UID No.: - 4141 8023 9078 Residing at : Room No. 1, Bhagwan Tukaram Patil Building, Old Ayre Road, Near Sai Sadan, Dombivli (East) 421201, Tal. Kalyan, Dist. Thane Hereafter and Flat Purchaser of ( Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) being the Party

### SECOND PART.

WHEREAS the Developers by and under development Agreement acquired the development rights in respect of all those piece and parcels of non-agriculture land in Dombivli City being and situate at **Village Ayare**, Taluka Kalyan, Dist. Thane, within the registration Dist. Thane, registration Sub-District Kalyan, within the limits of Kalyan Dombivli Municipal Corporation bearing its C. T. S. No. 3239, area admeasuring about 177.7 sq. mtrs, And C.T. S. No. 3240, area admeasuring about 178.7 sq. mtrs, Total area about 356.4 sq. mtrs. in the name of Shri. Bharat Jagannath Shendkar, vide development agreement dated 12/06/2017 executed between the owner Shri. Bharat Jagannath Shendkar, and M/s. Rajendra Developers a Proprietor Firm through its Proprietor Shri. Raju Eknath Pardeshi, Developer registered at the Office of Sub-Registrar of assurances at Kalyan 5 under Serial No.6684/2017 dated 12/06/2017 and also executed Power of Attorney dated 12/06/2017 and the same is also registered at the office of the Sub-Registrar of assurances at Kalyan -5 under serial No. 6685/2017 dated 12/06/2017.

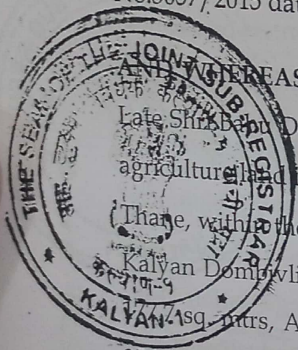
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AGBPT261, UID NO.	



AND WHEREAS Shri. Bharat Jagannath Shendkar purchased the Said Property piece and parcels of non-agriculture land in Dombivli City lying, being and situate at Village Ayare, Taluka Kalyan, Dist. Thane, within the registration Dist. Thane, registration Sub-District Kalyan, within the limits of Kalyan Dombivli Municipal Corporation bearing its C. T. S. No. 3239, area admeasuring about 177.7 sq. mtrs, And C.T. S. No. 3240, area admeasuring about 178.7 sq. mtrs, Total area about 356.4 sq. mtrs. in the name of Smt. Devaki Babu Patil, Mrs. Ranjana Ramdas Patil, Mrs. Sanjana Ajay Bhole, Shri. Rakesh Babu Patil, (Land Owners) Vide Sale Deed dated 03/06/2015 executed between the Land Owners Smt. Devaki Babu Patil, Mrs. Ranjana Ramdas Patil, Mrs. Sanjana Ajay Bhole, Shri. Rakesh Babu Patil, and Shri. Bharat Jagannath Shendkar, registered at the Office of Sub-Registrar of assurances at Kalyan 5 under Serial No.4229/2015 dated 03/06/2015.

AND WHEREAS Smt. Draupadibai Gopal Thakur, original land owner release her share on the Said Property piece and parcels of non-agriculture land in Dombivli City lying, being and situate at Village Ayare, Taluka Kalyan, Dist. Thane, within the registration Dist. Thane, registration Sub-District Kalyan, within the limits of Kalyan Dombivli Municipal Corporation bearing its C. T. S. No. 3239, area admeasuring about 177.7 sq. mtrs, And C.T. S. No. 3240, area admeasuring about 178.7 sq. mtrs, Total area about 356.4 sq. mtrs. Vide Released Deed dated 20/04/2015 executed between the Smt. Draupadibai Gopal Thakur, Land Owners with Shri. Rakesh Babu Patil, registered at the Office of Sub-Registrar of *assurances* at Kalyan 2 under Serial No.3057/2015 dated 20/04/2015.



AND WHEREAS Late Shri. Babu Dadu Patil, and Smt. Draupadibai Gopal Thakur (sister of Late Shri. Babu Dadu Patil,) Original land owner of the Said Property piece and parcels of non-agriculture land in Dombivli City lying, being and situate at Village Ayare, Taluka Kalyan, Dist. Thane, within the registration Dist. Thane, registration Sub-District Kalyan, within the limits of Kalyan Dombivli Municipal Corporation bearing its C. T. S. No. 3239, area admeasuring about 177.7 sq. mtrs, And C.T. S. No. 3240, area admeasuring about 178.7 sq. mtrs, Total area about 356.4 sq. mtrs., Late Shri. Babu Dadu Patil, died on dt. 03/08/2004 leaving behind his legal heirs Smt. Devaki Babu Patil, Mrs. Ranjana Ramdas Patil, Mrs. Sanjana Ajay Bhole, Shri. Rakesh Babu Patil, being the owner of the said property.

AND WHEREAS the Developer is seized, possessed off & otherwise well and sufficiently entitled to and having rights, title and interest in N.A. plot of land bearing its C. T. S. No. 3239, area admeasuring about 177.7 sq. mtrs, And C.T. S. No. 3240, area admeasuring about 178.7 sq. mtrs, Total area about 356.4 sq. mtrs. lying being and situate at Village Ayare, Taluka Kalyan, Dist. Thane, within the registration Dist. Thane, (more particularly described in the Scheduled hereinafter called the "THE SAID PROPERTY".

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J. J. Deshpande



AND WHEREAS the Developer is entitled to and enjoined upon to construct and to sell the proposed construction of the building being known as **Rakesh Heights** (hereinafter referred to as "The said Building") on the said land according to the said agreement.

AND WHEREAS the Developer has proposed to construct the multi-storied building on the said property as per the plans sanctioned by the Kalyan Dombivli Municipal Corporation vide its Sanction Building permission letter No. जा.क. KDMC/NRV/BP/DOM/2017-18/57 dated 28/06/2017. The builder is having N.A. Permission bearing No. MAHASUL/K-1/Te-1/NAP/SR-147/2007 dated 19/12/2007 standing in the name of original owners.

AND WHEREAS the Purchaser demanded from the Developer and Developer have given inspection to the Purchaser of all the documents of title relating to the said land, the said order and plans, design and specification and of such other documents specified under the Maharashtra Ownership Flats ( Regulations of Builder of construction , Sales, management & Transfer) Act, 1963, hereinafter referred to as ("THE SAID ACT") and the rules made thereunder.

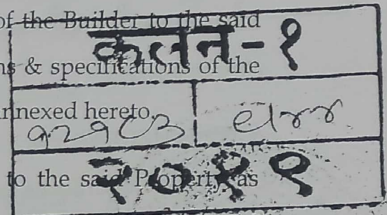
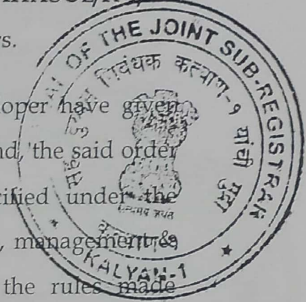
AND WHEREAS the copies of the certificate of Title issued by the attorney at law Advocate & legal Advisor of the Developer, copies of Property Card or extract of Village forms VII and XIII or any other relevant revenue record showing the nature of the title of the Builder to the said land on which the said flats are constructed and the copies of the plans & specifications of the said flat agreed to be purchased by the concerned local authority have annexed hereto.

AND WHEREAS the purchaser 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 and the Developer has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Developer during the course of completion of the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional wings, floors, flats, flats and units in the said scheme of construction as the Developer may deem fit and proper and will get the plans, amended, revised, modified as the Developer may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Developers may deem fit and proper and the purchaser has accorded his/ her express and irrevocable consent for the same.

AND WHEREAS the Developer has approved the plans from the concerned local authority by the original owner & the specification, elevations, section and details of the said building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain local terms, condition, stipulation and restrictions which are to be observed and performed by THE DEVELOPER while developing the said land and the said building. And upon due observance and performance thereof the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.

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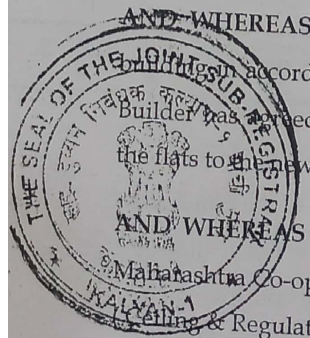
AND WHEREAS by executing this agreement the purchaser has accorded his/her consent as required under section 7 of the Maharashtra ownership Flats( Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Developers are entitled to make such modifications, alterations in the buildings and structures as well as the said flats / shops / tenements / galas and garages etc., agree to be purchased by the purchaser and /or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him.

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

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AND WHEREAS relying upon the said aforesaid representations, the Developers agreed to sell the purchaser a Flat / Shop / Other unit at the price and on the terms and conditioned herein after appearing.

AND WHEREAS the Developer has accordingly commenced the construction of the said building in accordance with the plans relaying upon the said application, declaration and the Builder has agreed to give 50% of constructed saleable Flats to Original Owner, and they sale the flats to the new purchaser at the price and upon terms and conditions hereinafter appearing.



AND WHEREAS prior to making application as aforesaid as required by the provision of Maharashtra Co-operative societies Act, 1960, (Maharashtra Act XXIV of 1960) and Urban Land Ceiling & Regulation) Act, 1976.

NOW THIS INDENTURE WITNESS AND IT IS AGREED BYAND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) THE Developer has commenced the construction of the proposed building on the said land in accordance with the plans, designs, specification approved by the concerned local authority. The purchaser has seen and approved such verification, changes, designs and modification as the Builder may consider necessary or as may be required by the concerned local authority to be made in them or any of them. PROVIDED that the flat of the Builder is not require to prior consent in writing of the purchaser in respect of such variation/ modification which may adversely affect the said purchaser.

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2) The Purchaser showed his/her/their willingness to purchase the Flat No. 301 on 3<sup>rd</sup> floor in Building name RAKESH HEIGHTS, area admeasuring about 450 sq. ft/ ( Built up), equivalent to 41.83 sq. mtrs. Built up area, for a consideration of Rs. 23,40,000/- (Rupees. Twenty Three Lakh Forty Thousand only) hereinafter referred to as " Said Premises" and WHEREAS the Party of the First Partis making separate agreements with several other persons and parties in respect of sale of flats in the said building.

3) The Purchaser agree to pay to the Developer the above mentioned price as follows:  
Rs. \_\_\_\_\_/- 15% to be paid on or before execution of this Agreement as and by way of earnest money or deposit. which will not be refunded or returned to the purchaser by the Developer if the Purchaser fails to perform his part this contract.

Rs. 40,000/- Paid by Cheque No.048630 on dt. 1/10/2019  
Drawn on Abhinav Sahakari Bank Ltd

Rs. 10,000/- Paid by Cheque No. 1316478 on dt. 01/10/2019  
Drawn on Abhinav Sahakari Bank Ltd

Rs. 7,50,000/- Paid by Cheque No. 065402 on dt. 11/10/2019  
Drawn on Abhinav Sahakari Bank Ltd

Rs. 2,00,000/- Paid by Cheque No. 065407 on dt. 12/10/2019  
Drawn on Abhinav Sahakari Bank Ltd

Rs. 1,00,000/- Paid by Cheque No. 065405 on dt. 20/10/2019  
Drawn on Abhinav Sahakari Bank Ltd

Rs. 1,00,000/- Paid by Cheque No. 065406 on dt. 25/10/2019  
Drawn on Abhinav Sahakari Bank Ltd

Rs. 90,000/- Paid by Cash dt. 29/10/2019

Rs. 10,50,000/- Payable on sanction of loan i.e. within \_\_\_\_ days  
From execution of this agreement.

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Rs. 23,40,000/- Total  
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4) The flat purchaser agrees to pay the builders at the time of executing this Agreement of the Flat/Shop/Garage the following sum of money to the Builder.

a) Rs. \_\_\_\_\_ /- Deposit to be made with the M.S.E.B. and amount to be paid for the purchase of meter for domestic and lighting and incidental expenses thereof and an amount towards water meter and incidental expenses thereto.

b) Rs. \_\_\_\_\_ share money and admission fee.

c) Rs. \_\_\_\_\_/- Society registration and Legal charges for drafting preparing stamping etc. or further documents, conveyance deed etc., including security deposit towards

