ANNEXRUE –A

(See rule 10 (1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

SMS NO.	
NAME OF DOCUMENT	AGREEMENT FOR SALE
REGISTRATIONS DETAILS	REGISTRABLE/NONREGISTRABLE IF REGISTRABLE NAME OF S.R.O ULHASNAGAR-2
FRANKING UNIQUE NO.	
PROPERTY DESCRIPTION IN BRIEF	Flat / Shop No. _____ having an approximate Carpet Area of _____ Sq. mtrs. on the _____ Floor _____ Wing and in the building Known as "……." constructed on land bearing **Survey No. 13, Hissa No. 4 B/4, Plot No. 4 Area admeasuring at about 519.23 Sq.mtrs. Asst. 51 Rs. 93 Paise** located and situated at revenue village

	SHIRGAON Taluka Ambernath, District Thane
WARD NO.	
CONSIDERATION AMOUNT	
MARKET VALUE	RS.
NAME OF STAMP PURCHASER/S	RS.
NAME OF OTHER PARTY	SAI AANGAN RESIDENCY
IF THROUGH NAME & ADDRESS	
STAMPDUTY AMOUNT	
AUTHORISED PERSONS SIGNATURE AND SEAL	

AGREEMENT FOR SALE OF FLAT

THIS ARTICLE OF AGREEMENT made, entered, and executed on this _____ day of_____ 20___ at Village Shirgaon Tal.-Ambernath, Dist.- Thane.

BY AND BETWEEN

SAI AANGAN RESIDENCY , a partnership firm, PAN NO. AEJFS 0630 P having its office address at :- Plot No.16, Vedant Bunglow, Jagruti Lane, Vadavali Section, Ambernath (E), Tal- Ambernath Dist- Thane 421501through its Authorized Partner, Mr. **_____,** Age _____Years, Occupation - Business, herein after called and referred to as "**THE DEVELOPERS / BUILDERS**" (which expression shall unless it be repugnant to the context or meaning shall means and includes all the partner (s) for the time being constituting the said firm, and /or their heirs, successors, executors,

administrators and assigns of the last surviving partner (s) etc.) of the FIRST PART.

AND

1) _____ Age ____ Years, Occupation _____,PAN.....**2) _____** Age ____ Years, Occupation _____,PAN..... Both residing at _____, herein after called as "**THE PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof means and includes his/ her heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS :-

1) 1) Mr. Sambhaji Dnyanoba Shinde 2) Mr. Prashant Subhash Teli 3) Mr. Manohar Anant Thoke 4) Mrs. Urmila Sambhaji Shinde 5) Mrs. Kalpana Vishwash Tamboli 6) Mr. Bholanath Parasnath Vishwakarma 7) Mr. Sandeep Digambar Salunke 8) Mr. Sopan Rupsingh Patil (hereinafter for the sake of brevity the above mentioned parties are called & referred as the Land Owners) are absolutely seized and possessed of or otherwise is well and sufficiently entitled to all that piece and parcel of non-agriculture land bearing **Survey No. 13, Hissa No. 4/B/4, Plot No. 4 Area admeasuring at about 519.23 Sq. mtrs. Asst. 51Rs. 93 Paise , lying being and situated at revenue village SHIRGAON Taluka Ambernath, District Thane** (herein after for the sake of brevity the above said Land called and referred to as 'THE SAID PROPERTY')

2) And Whereas the land bearing Survey No. 13 Hissa No. 4 B Area Admeasuring 1500 Sq.Mtrs. was originally owned by Dastgir Alisaheb Shaikh. And whereas the said Dastgir Alisaheb Shaikh has got approved and sanctioned layout from the Additional Collector of Thane and thereby divided the land bearing Survey No. 13 Hissa No. 4 B Area Admeasuring 1500 Sq.Mtrs.into 4 small sub plots and has also obtained non-agricultural permission from the

Additional Collector of Thane bearing order no. Mahasul/ K-1/T-14/ NAP/SR-492/83 DATED 12/04/1983.

3) And Whereas after obtaining layout permission & non-agricultural permission from the Additional Collector Thane the said Dastgir Alisaheb Shaikh has sold & conveyed the said 4 plots to various persons under various deeds and according to that the said Dastgir Alisaheb Shaikh has sold the said land to 1) Sunil Kashinath Temghare 2) Mahendra Chandrakant Mule 3) Upendra Yashwant Mali by an under registered sale deed executed on 20/10/1983 for consideration of Rs. 12420/- and the same is evident from mutation entry no. 1055 recorded in the revenue records.

4) And Whereas thereafter by and under registered deed of conveyance dated 23/09/2015, and registered at the office of the sub-registrar of assurances at Ulhasnagar under serial no. 8523/2015, executed by and between 1) Sunil Kashinath Temghare 2) Mahendra Chandrakant Mule 3) Upendra Yashwant Mali as owners and 1) Shri Sambhaji Dnyanoba Shinde 2) Prashant Subhash Teli, 3) Shri Manohar Anant Thoke 4) Mrs. Urmila Sambhaji Shinde, 5) Mrs. Kalpana Vishwas Tamboli, 6) Bholanath Parasnath Vishwakarma, 7) Shri Sandeep Digambar Salunke, 8) Shri Sopan Roopsingh Patil as purchaser i.e. , and the said owners have sold and conveyed the land area admeasuring at about 0-05-2 to the purchaser herein above mentioned for and against the valid consideration amount as specifically mentioned in the said deed of conveyance and according to the said deed of conveyance the name of 1) Shri Sambhaji Dnyanoba Shinde 2) Prashant Subhash Teli, 3) Shri Manohar Anant Thoke 4) Mrs. Urmila Sambhaji Shinde, 5) Mrs. Kalpana Vishwas Tamboli, 6) Bholanath Parasnath Vishwakarma, 7) Shri Sandeep Digambar Salunke, 8) Shri Sopan Roopsingh Patil was recorded in the revenue records by mutation entry no. 4555 as owner thereof.

5) And whereas with the view of effectual development of the said property, the joint owners of the said land have acquired and purchased the Transferable Development rights from the open market by and under registered Agreement for sale of TDR dated 20/03/2023 and registered in the office of the sub-registrar of assurance at Ulhasnagar-2 at serial no. 3584/2023 dated 20/03/2023 for an area admeasuring 162 sq. mtrs and have also acquired Transferable Development rights area admeasuring 102 Sq.Mtrs. out of total T.D.R. area admeasuring 1230 Sq.Mtrs. from the land bearing S.No. 83 Hissa No. 9/A/4 at Village Shirgaon Tal-Ambernath Dist- Thane (Play Ground + 15 mtr. wide D.P. Road Reservation no. 36) from Mr. Yogesh Kamlakar Kulkarni, Mr. Atharva Sudarshan Todankar, Mr. Prashant Subhash Teli, Mr. Manohar Anant Thoke.

7) And Whereas as per the development plan sanctioned for the area of Kulgaon Badlapur Municipal Council the said land was kept reserved under reservation no. 22, Social Culture & Welfare Center and therefore after the purchase of the above mentioned Transferrable Development Rights and with the view of development of the said land the owners hereinabove mentioned got approved and sanctioned building plan & work commencement certificate after utilizing the acquired TDR as above mentioned from the Kulgaon Badlapur Municipal Council on 21/04/2023 vide its order No. KBNP/ NRV/ BP/ 1624/2023-24 Unique No. 26 whereby construction permission was granted to construct Composite Building Basement, Stilt Part, Ground + Seven Upper Floor, including the area to be handed over to the KBMC for Social Culture and Welfare Center consisting of Commercial premises on Ground Floor alongwith Separate Staircase area admeasuring 129.83 Sq.mtrs. and the residual sanctioned FSI for use & enjoyment of the owners which includes Ground + First Floor of Commercial area & Second to Seven Floor of residential area.

12) And Whereas the said properties is been converted into non-agricultural use by and under the order of the Additional Collector of Thane bearing its order Nos. Mahasul/ K-1/T-14/ NAP/SR-492/83 DATED 12/04/1983.

13) AND WHEREAS by and under registered development agreement dated 27/12/2023, and registered in the office of the sub-registrar of assurances at Ulhasnagar-2 under serial no. 17302/2023, the said owner 1) Shri Sambhaji Dnyanoba Shinde 2) Prashant Subhash Teli, 3) Shri Manohar Anant Thoke 4) Mrs. Urmila Sambhaji Shinde, 5) Mrs. Kalpana Vishwas Tamboli, 6) Bholanath Parasnath Vishwakarma, 7) Shri Sandeep Digambar Salunke, 8) Shri Sopan Roopsingh Patil has granted and assigned the development rights of the said land along with all the benefits of approved & sanctioned building plan & work commencement certificate dated 21/04/2023 to Sai Aangan Residency a partnership firm duly represented through its partner 1) Shri Dhiren Jayantilal Parmar 2) Mr. Abir Ambadas Bhagwat on the terms and conditions mentioned in the said Development Agreement as developer thereof and in consonance to the above mentioned development agreement the 1) Shri Sambhaji Dnyanoba Shinde 2) Prashant Subhash Teli, 3) Shri Manohar Anant Thoke 4) Mrs. Urmila Sambhaji Shinde, 5) Mrs. Kalpana Vishwas Tamboli, 6) Bholanath Parasnath Vishwakarma, 7) Shri Sandeep Digambar Salunke, 8) Shri Sopan Roopsingh Patil have also executed power of attorney in favour of the Sai Aangan Residency a partnership firm duly represented through its partner 1) Mr Dhiren Jayantilal Parmar 2) Mr. Abir Ambadas Bhagwat herein above mentioned and the same is registered in the office of the sub-registrar of assurance at Ulhasnagar-2 under serial no. 17303/2023, on 27/12/2023.

14) AND WHEREAS as per the above recited deeds, the owners/ developers / builders herein have been put in possession of the said lands as on date of the execution of the said Deeds & Agreement.

15) AND WHEREAS in pursuance of the above said deeds, agreements M/s Sai Aangan Residency , through its Partners decided to develop the above said lands more particularly described in the schedule herein under written and to construct thereon buildings in accordance with the requisite permissions and conditions laid down by the local authority at their own cost and expenses and to dispose of the residential flats / units in the building to be constructed on ownership basis and to enter into agreements with the purchaser/s and to receive the sale price in respect thereof.

16) AND WHEREAS in pursuance to the sanctioned plans and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which are to be performed by the builders/ developers, the builders herein have become entitled to commence work of construction of the said project / buildings as shown on the plan annexed hereto.

17) AND WHEREAS the Developers / Builders have entered into a standard agreement with its Architect, who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by the council of Architects and the developers / builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the developers / builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building.

18) AND WHEREAS the developer/builder has open the plan for sale on ownership basis, the residential tenements in the proposed complex name as "……." to be constructed on the said property.

19) AND WHEREAS the Developers has presently constructing on the said land the building consisting of flats in accordance with the aforesaid sanctioned plans, and the developers have the exclusive right to sell the said flats and units of the building under construction to the prospective purchaser/s.

20) AND WHEREAS the Developers have offered for sell the various flats and other units in the said proposed building that is now under construction.

21) AND WHEREAS the developers has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____.

22) AND WHEREAS the purchaser/s on coming to know that the said flat / is offered for sale expressed his/her/their desire to purchase or acquire on ownership basis, Flat / Shop No. _____ having an approximate Carpet Area of _____ Sq. mtrs.on the _____ Floor, Wing …….. and in the building Known as "……." and all the amenities fittings as mentioned and more particularly described in the _____ Schedule (Amenities and Specifications) herein under written. The carpet area as mentioned herein above means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the purchaser/s or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the purchaser/s, but includes the area covered by the internal partition walls of the apartment.

23) AND WHEREAS on demand from purchaser/s the developer have given the inspection to the purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developers, Architect, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, and the purchaser has acknowledge the receipt of the same.

24) AND WHEREAS relying upon the said application, declaration and agreement the developers have agreed to sell to the flat Purchaser/s a Flat at the Price and on the terms and conditions herein after mentioned.

25) AND WHEREAS the price / consideration of the said flat is agreed to be Rs. _____/- Rupees _____only) excluding the other charges and expenses mentioned in the various other clauses of this Agreement.

26) AND WHEREAS upon the request of the purchaser/s the developers have made a full and true disclosure of the nature of the title of the said lands on which the proposed building is being constructed and have also inspected the plans and specification of the said proposed building.

27) AND WHEREAS the purchaser/s has seen the site of the building and the work of the construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

28) AND WHEREAS the copies of the certificate of title of the said land issued by Mr. S.V.Namjoshi, Advocate of the Developers, the copies of the 7/12 extracts and other relevant documents showing the nature of the title of the said land and the copies of the Plans and Specifications approved by the concerned authority

and other relevant documents which are required to be given have been annexed hereto and marked as Annexure ‘A’, ‘B’ and ‘C’ respectively.

29) AND WHEREAS the purchaser/s has been informed by the developers, that they have offered to sale all the respective flats and shops in the said building under construction or / to be constructed on the said land to different purchaser/s and that they have executed Agreement for Sale for some of the flats and with a clear cut understanding to the Purchaser/s thereof that, the purchaser/s who are taking the said flats ultimately has to join the rest of the purchaser/s in forming a Co-Operative Housing Society and be a member thereof.

30) AND WHEREAS under section 13 of the said act the promoter/builder is required to execute a written agreement for sale of said flat/ apartment with the allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

31) AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties the developers agrees to sell to the Purchaser/s and the Purchaser/s agrees to purchase / acquire the above mentioned flat.

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

1. The Developers/ builders have constructing the said building according to the plans, designs and specification thereof sanctioned and approved by the concerned authority with such variations and modification as the developers deem necessary and proper and as per the requirements and directions of the local Authority or Body.

2. The Developers/ builders have observed, performed and comply with all the terms, conditions stipulations and restrictions, if any which have been imposed by the concerned local body or authority at the time of sanctioning of the said plan and have obtain necessary certificate of completion from the local authority or the said concerned body in respect of the said Building.

3. The Developers/ Builders hereby declares that they have utilized the floor space index allowed by the said authority and the developers/ builders are absolutely entitled to consume the floor space index increased if any at any later stage herein after, till the execution of the conveyance in favour of the society formed by the prospective buyers, purchaser/s. In such case the developer/s herein will obtain prior consent in writing of the flat purchaser for variation or modification which may adversely affect the said flat of the allottee except any alternation or additional required by the Government authority or due to change in law.

4. The purchaser/s hereby agrees to purchase and the Developers / Builders agrees to sell to the purchaser/s the Flat No. _____ on _____ Floor, having an approximate Carpet Area of _____ Sq. mtrs.+ Balcony Area _____ Sq.Mtrs. Carpet Wing B and in the building Known as **" ……. "** as shown in the floor plan annexed hereto in the said building at and for the lump sum price /consideration of Rs. _____/- (Rs. _____ only). The said price is fixed on lump sum basis and has no bearing whatsoever on the actual area of the said premises. It is specifically agreed by the purchaser/s that in addition to aforesaid consideration lump sum price the purchaser/s shall be liable to pay to the builder, on execution of this agreement or as demanded by the builder, the amount of GST Payable on Sale of this flat / Shop as applicable from

time to time. The said consideration lump sum price shall be paid by the purchaser/s to the Builders in the manner as set out in the schedule herein under written.

4a) Parking allotted to the said unit is exclusive, dedicated parking, single parking only and is on first come first serve basis and the dedicated parking is completely occupied. The Builder/Developer has agreed to grand to the purchaser and exclusive right to use ____ number of parking space delineated in _____ color on the plan annexed as Annexure _____(hereinafter called as said parking space). The Purchaser agrees and confirm that, the said parking space shall not be used for any purpose other than for parking motor vehicle.

4b) The units which has been allotted parking space will be sold allotted with the unit/flat for resale. Also during resale of the said unit /flat to which the exclusive /dedicated parking is allotted cannot be retain and has to be handed over to the new purchaser /buyer along with the said unit.

4(c) The total aggregate consideration amount for the flat including covered parking area /space is amounting to Rs. _____/-

4(d) The purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____ only) (10 % of the total consideration amount) as advance payment or application fees and hereby agrees to pay to the builders the balance amount of Rs. _____/- (Rs. _____ only) in the following manner.

a) 20 % of the total amount of consideration to be paid to the developers at the time of execution & registration of agreement.

b) 15% of the total amount of consideration to be paid on or before the plinth work of the said building.

c) 3% of the total amount of the consideration to be paid on or before the First slab of the Ground Floor

d) 3% of the total amount of consideration to be paid on or before the Second slab of the First floor.

e) 3% of the total amount of consideration to be paid on or before the Third slab of the Second floor.

f) 3% of the total amount of consideration to be paid on or before the Fourth slab of the Third floor.

g) 3% of the total amount of consideration to be paid on or before the Fifth slab of the Fourth floor.

h) 3% of the total amount of consideration to be paid on or before the Sixth slab of the Fifth floor.

i)3% of the total amount of consideration to be paid on or before the Seventh slab of the Sixth floor.

j) 4% of the total amount of consideration to be paid on or before the Eighth slab of the Seventh floor.

l) 5% of the total amount of the consideration to be paid on or before the

construction of wall, internal plaster, flooring, doors & windows work is completed

m) 5% of the total amount of the consideration to be paid on or before the Sanitary Fittings, staircase, Lift wells / Lobby work is completed.

n) 5% of the total amount of the consideration to be paid on the external plaster, plumbing, terrace with water proofing, elevation work is completed.

q) 10% of the total amount of consideration to be paid on completion of lift, water pump, electric fitting, entrance lobby work is completed

r) 5% of the total amount of consideration or balance amount of the consideration to be paid to the Developers at the time of the possession of flat is given to the purchaser.

4(e) The Total price as above mentioned excludes Taxes (consisting of tax paid or payable by the promoter by way of GST, and Cess or any other similar taxes which may be levied in connection with the construction of the said project upto the date of the handing over the possession of the said flat / apartment.

4 (f) 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 Purchaser/s/ Allottee 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 Purchaser/s/ Allottee, which shall only be applicable on subsequent payments.

4(g) The total price as above mentioned exclude taxes consisting of tax paid or payable by the builder by way of Infrastructure tax, GST & Cess or any other taxes which may be levied in connection with the construction & carrying out the project payable by the promoter upto the date of handing over the possession of the said flat/unit. The amount of GST is as per Central Goods & Service Tax Act 2017 (GST Act) is subject to revision as per the applicable rate for the relevant installments and before the taking the possession of the said flat/unit. The Purchaser will pay GST or any other taxes if applicable with interest & penalty if any on the said taxes or statutory charges.

4(h) The flat purchaser agrees to pay to the builder Rs. _____/- as a non-refundable amount towards legal charges.

5. The Purchaser/s agrees that he/she shall pay up each and every installment herein before mentioned on time as agreed and shall not commit any default.

It is agreed that at each of the prescribed stages of construction as fixed in the clause 4 of the agreement, when any installment becomes due, the purchase shall make the payment to the Developers at their office within 7 days of receipt of such a written communication from developers. The Purchaser/s also agrees that his /her failure to pay the agreed installment on demand within the period of 7 days as stipulated herein, then it shall be treated as default on the part of the purchaser/s.

The purchaser/s hereby covenant with the builders / developers

1) that in case of 3 defaults of any amount due and payable under this agreement (including his proportionate share of taxes levied by concern local authority and other outgoing) and or

2) breach of any of the terms and conditions herein contained the builder/ developers it its own option and without prejudice to the other rights and remedies available require the purchaser/s to specifically perform this agreement or terminate this agreement.

3) Upon such breach or default or termination of this agreement , the purchaser/s shall be liable and agrees and undertakes to forthwith pay to the builder all the costs and charges, expenses , losses and or damages in connection with the default on the part of the purchaser/s, which has been estimated at 10% of the total consideration payable hereunder (Liquidation damages). The Flat purchaser hereby agrees and undertakes to execute a deed, document or writing including the Deed of Cancellation to record the cancellation of this agreement. Further, more the parties hereto confirm and agrees that the liquidation damages is an agreed pre-estimate of the costs, charges , expenses , losses and damages in connection with the default on the part of the purchaser/s and the purchaser/s agrees and undertakes not to question or object to the said amount and hereby waives his /her their right to object to the said amount. For avoidance of doubt, the builder shall be entitled to recover, adjust set off the liquidation damages from the amount if any payable by the builder/ developer to the purchaser/s. Furthermore it is specifically agreed by the purchaser/s that in the event of this agreement is terminated, then the purchaser/s shall cease to have right of any nature whatsoever either against the said flat or against the builder/ developer and

the builder / developer shall be entitled to deal with or dispose off the said flat in the manner it deems fit and proper.

Provided always that the option or right of the builder/ Developers to rescinding/ terminate the Agreement shall not be exercised by the Developers unless and until the Purchaser/s is given a fifteen days prior notice in writing by the developers of their intention to terminate this Agreement mentioning therein specific breach or breaches of the terms and conditions of this contract and default on the part of the Purchaser/s in payment of the amounts of installments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of fifteen days from the date of the receipt of the notice by the purchaser/s. Provided further that upon termination of this agreement as aforesaid the builder/ developer shall refund to the purchaser/s the sale price or part thereof in respect of the said flat , which may till then have been paid by the purchaser/s to the builder / developer after deducting there from the liquidation damages within a period of thirty days of termination. The builder / developer shall not be liable to pay to the purchaser/s any interest on the amount so refunded upon such termination.

In the event of cancellation of this agreement as aforesaid the builder/promoter is also entitle to file declaration with respect to termination and cancellation of this agreement before the sub-registrar of assurance.

If the flat purchaser has taken housing loan and mortgage the said flat to bank/ financial institutions for securing the repayment of the said loan and this agreement is terminated in accordance with the terms of this agreement. The Promoter will exercise option A or B in the following manner :-

Option A :

a) If the allottee fails to pay the amount as per the progress of construction and agreement is terminated, the builder will firstly deduct the booking amount and interest liability as per the terms & conditions of this agreement and also all the cost & expenses that will be required to execute and register the document for cancellation of this agreement. Secondly refund to the bank, financial institutions all amounts that are due and payable to the bank (refund to the bank will be subject to bank, releasing charge over the said apartment and executing such deeds & documents that may be required by the builder. Thirdly, if any amount remains balance after deducting booking amount & interest liability & making payment to the bank the balance amount will be refunded to the flat purchaser. (Subject to allottee /flat purchaser executing deeds & documents as called upon by the builder).

b) If the amount paid to the bank in the manner as stated hereinabove is less than amount due and payable by the allottee /flat purchaser to the bank as per the terms & conditions of agreement between bank and allottee/flat purchaser, the charge of the bank on the said flat shall be deemed to have been released. The liability of the promoter is only to refund the amount received from the flat purchaser after deducting booking amount and interest liability and bank will not be entitle to demand from the builder any amount more than aforesaid amount and payment of the said amount to the bank will be deemed that charge of the bank on the said flat is released irrespective of whether entire amount due to the bank has been received by the bank or not. If the bank receives amount less than their entitlement under the agreement between the bank & the flat purchaser, bank will have right to take appropriate recovering proceeding against the flat purchaser for recovery of the balance amount.

c) The aforesaid payment will be paid to the bank /flat purchaser only upon the builder selling the said flat and receiving consideration amount from the new purchaser, the amount equivalent to be refunded to the bank /flat purchaser.

Option B:-

a) In the alternative if the allottee/flat purchaser defaults in making payment and allottee/flat purchaser is not ready and willing to pay the balance amount but the bank ready and willing to pay the balance amount due and payable in respect of the said flat as per the terms & conditions of this agreement then in that case the builder will be at its sold discretions entitle to accept the balance amount from the bank and give the possession of the said flat to the bank or its authorize officer.

b) In such circumstances, on builder giving the possession of the said flat to the bank it will be deemed that possession of the said flat has been given to the flat purchaser in compliance with the terms & condition of this agreement.

6. If the Developers elect not to exercise their option of rescinding the Agreement on account of any default committed by the Purchaser/s as contemplated by Clause 5 of this agreement, then the Purchaser/s agrees to pay to the Developers interest @ 10% per annum on all the amounts which becomes due and payable by the Purchaser/s to the Developers under the terms and conditions of this Agreement from the date of the said amounts become payable.

7. It is agreed that the Developers shall hand over the vacant and peaceful possession of the above said flat to the Purchaser/s on or before **……** provided the Purchaser/s has paid to the Developers the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his her part of the present Agreement and nothing further remains to

be done on his /her part and if the builders fails to give the possession as mention herein above then the builder will pay to the purchaser/s interest @ 10% per annum from the date of default till the date of the possession.

7 (a) It is agreed and understood that if the local authorities delay in issuing of occupation certificate beyond 21 days period after submitting the said application the same shall not be construed as delay on the part of the builder in obtaining occupation certificate. The builder/developer shall be at liberty and be entitle to complete few floors in the said building and apply for and obtained part completion certificate and give possession thereof to the flat purchasers of the said apartment therein & the flat purchaser/ allottee herein shall not object to the same and also shall not obstruct or object to the execution of such works given if its causes any nuisance, annoyance to him or other occupants of the said apartment.

7b) The developer shall confirm the final carpet area that has been allotted to the purchaser 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 variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the developer. If there is any reduction in the carpet area within the define limit then the developer shall refund the excess money paid by the flat purchaser within 45 days with annual interest at the rate specified in the rules, from the date when such excess amount was paid by the flat purchaser. If there is any increase in the carpet area allotted to the flat purchaser the developer shall demand additional amount from the flat purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per sq. mtr. as agreed in the above clause of this agreement.

8. It is brought to the notice of the purchaser that the developers are going to acquire the adjorning land for development and they are going to amalgamate the adjorning land with the said land, for which the purchaser do hereby accord their sanctioned and consent for amalgamation of the lands. It is further agreed that by amalgamation of the adjourning land the plan sanctioned on the said land will not be changed nor the structure of the buildings, flats will be changed.

9. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment on the aforesaid date, if the completion of building in which the Flat/Apartment is to be situated is delayed on account of –

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

10. The Purchasers shall take the possession of the said flat within 7 days of the Developers giving written notice to the purchaser/s intimating that the said flat is ready for use and occupation.

11 If within a period of 5 years from the date of handing over the possession of the flat/tenements to the flat purchaser, the flat purchasers brings to the notice of the builder/developer any structural defect in the flat/apartment or the building in which the said flat / apartment is situated or any defects on accounts of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the builder/promoter at his own cost and in case it is not possible to rectify such defect then the flat purchaser shall be entitle to receive from the builder /developer compensation for such defect in the manner as provided under the act.

12. The Purchaser/s shall use the said premises for residential purpose only and in any other case in accordance with the use permissible by the concerned authority.

13. The Purchaser/s shall after a notice in writing is given by the Developers that the said flat is ready for use and occupation, the Purchaser/s shall pay regularly and punctually, whether demanded or not by the Developers, his /her proportionate share (i.e. proportion to the floor area of the flat) of outgoing such as rates, taxes, cess, dues, duties, maintenance charges, water charges, electricity charges, charges for common lights and repairs, salaries of clerks and sweeper of the proposed Society and all other incidental charges for the maintenance of the said building.

14. It is further agreed that till the purchasers share is so determined, the purchaser shall pay to the builder / developer provisional monthly contribution _____+ GST tax as applicable on the said amount per month from the date of possession and subject to revision thereafter as per the market conditions towards the outgoing.

15. The Purchaser/s agrees and assures the Developers that he /she will pay his / her/ their proportionate share of the aforesaid charges and outgoing and the monthly contribution as fixed by the developers, regularly and punctually on or before the 10th day of every calendar month and shall not with hold the same for any reasons whatsoever.

16. The Purchaser/s shall also deposit such other sums with the Developers as interest free deposit as and when the Developer may call upon. Such deposit will remain with the Developers till the execution of final conveyance in favor of the said society or other corporate body is formed. The said deposit shall be paid over

to the purchaser/s by the developers after deducting there from the actual and law full expenses incurred on such accounts.

17. The Purchaser/s hereby agrees and assures that he/she shall pay his /her proportionate share by way of premium or otherwise to the Municipal Authorities as betterment charges or development charges or tax or any other taxes or payment of similar nature, which will be levied by the local Authority.

18. The Purchaser/s hereby agrees and assures that he shall pay his / her proportionate share towards the construction of the Substation or for installation of electric transformer if the Maharashtra State Electricity board demands so for supplying the necessary Electricity to the proposed building.

19. The Purchaser/s hereby agrees and assure that he shall also pay his /her proportionate share towards security deposit if demanded by the Water Department, for the connection of water line to the proposed building.

20. The Developers shall utilize the amount collected from the Purchaser/s only for the purpose for which they are being collected or received.

21. Commencing a week after notice in writing is given by the promoters to the purchaser/s that the said premises is ready for use and occupation, the purchaser/s shall be liable to bear and pay the proportionate share of outgoing in respect of the said land from the date of grant of occupation certificate as well as the proportionate share of municipal tax , outgoing in respect of the said land , flat / shop / unit/ and building namely local taxes, betterment taxes or such other levies levied by the local authority and or government , such as water charges , common lights , repairs, and salaries of clerk , bills of collectors , chowkedar sweepers , and all other expenses necessary and incidental to the management and

maintenance of the said building . The purchaser/s shall pay to the promoters such propionate share of outgoing as may be determined by the promoters. The purchaser/s further agrees that till the purchaser/s share is so determined by the promoters , he shall pay to the promoters provisional monthly contribution as fixed by the promoter, before handing over the possession of the flat per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the purchaser/s to the promoters shall not carry any interest and shall remain with the promoters until a conveyance is executed in favour of the co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-Operative Societies Act , on such conveyance being executed the aforesaid deposits (less deductions therefrom for the actual expenses incurred in various account) shall be paid over by the promoters to the Co-Operative society or as the case may be.

22. It is agreed that the Purchaser/s along with the other flats owners of the said building shall join in formation and registration of the said Society to be known by such name as the Developers may decide and for this purpose also from time to time sign the necessary papers, documents, applications. Forms, and other things required for the formation / registration of the said Co-operative Society and for becoming the member including the bye-laws of the proposed society and duly fill in, sign & written to the builder within 7 days of the same being forwarded by the promoter to the flat purchaser so as to enable to the promoter to register the common organization of flat purchaser. The Purchaser/s shall not take any objection if any changes are made or any modifications are done by the developers in the bylaws or the Articles as may be required by the Registrar of the Co-operative Society. The Purchaser/s hereby agrees that he shall become the member of the said Co-operative Society.

22 a) And Whereas the builder /developer after obtaining Occupation / Completion Certificate of the constructed building on the said land from the local authority shall submit the application to the registrar Co-Operative Housing Society for registration of a Co-Operative Housing Society under the provisions of Maharashtra Co-operative Societies Act 1960 or a company or any other legal entity within 3 months from the date or which 51% of the total number of allottees in such a building or wing have booked their flats.

22b) And Whereas the builder /developer after obtaining Occupation / Completion Certificate of the building from the local authority shall submit the an application to the Registrar for registration of the co-operative society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or holding entity consisting of all such entities in the layout formed as per clause (i) of sub-rule (1) of rule 9 (1) (i) hereinabove. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

23. It is agreed that after the completion of the construction work of the said building & after the registration of the Co-operative Society as herein above mentioned the Developers shall within 3 months shall execute & registered conveyance deed & transfer the society or limited company all the rights, title & interest of the said land along with the structure of the building in favor of the said Co-operative Society.

24. The Purchaser/s shall not be entitled to claim a partition of his /her share in the said building or in the said property and the same shall always remain un-divided and impartibly. The Purchaser/s further agrees that till the conveyance of

the said building is done in favor of the said Co-operative society, the Purchaser/s are merely license holders of the developers in respect of the said flat.

25. The Purchaser/s shall observe and perform all the rules and regulations and the byelaws of the said Co-operative Society on registration.

26. The Purchaser/s hereby agrees with the Developers as follows:-

a. The Purchaser/s shall after taking the possession of the said flat from the developers maintain the flat at his /her own cost in a good and tenantable repair condition and shall not do or cause to be done anything to the said building or the said flat, staircase or anything which is used in common by the flat purchaser/s of the said building which are strictly prohibited by the concerned local authorities or the bye -laws of the said society and shall not make any alteration, change or additions in or the said flat or to the building or any part of the said .

b. The Purchaser/s shall not store in the flats any goods which are of hazardous, combustible or any other thing which are of dangerous nature or the goods which are prohibited from storing and which may damage the construction or the structure of the building in which the flat is so situated and in case of any damage is caused to the building in which the said flat is situated due to the negligence or default in complaining the restrictions, then the purchaser/s shall be liable for the consequence of the same and shall be liable to make the good for the losses which may incurred.

c. The Purchaser/s shall carry out at his /her own cost all the internal repairs of the said flat and shall be liable to maintain the said flat in the same order and state in which it was being delivered by the developers and shall not amend,

demolish or alter any basic structure of the said flat or do or suffer to be done anything which may cause dangerous to the said flat as well as to the said building in which the said flat is situated. And in the event of breach of the said condition the Purchaser/s shall be personally liable for the same.

d. If the building or any part thereof gets damaged or demolished on account of any act of any natural calamities such as earthquakes, floods or any act of enemy, war or any other reason which is beyond the control of the Developers then such losses incurred to the building shall be born by the Purchaser/s along with the other purchaser/s and for that reasons Developers shall not be responsible.

e. The Purchaser/s further agrees that he /she shall not use or permit others to use the said flat for the purpose other than that for which it is being agreed to be sold or for a purpose which will be immoral and against public policy or for the purpose which is prohibited by the law.

f. The Purchaser/s shall take a written consent of the Developers before parting with the possession of the said flat or the interest in the said flat or the benefits of the said Agreement to any other person or persons. The Developers shall provide their consent only after recovering the dues that are payable by the Purchaser/s to the Developers under this agreement and the purchaser/s has complied with all the terms and conditions of the said agreement.

g. The Purchaser shall permit the Developers, their servants, agents, employers or any other person duly authorized, at all reasonable time to enter, inspect, examine and analysis the said land or the condition of the said building or any part thereof, or for the purpose of repairing, maintaining, cleaning,

lightning or servicing by giving one days notice to the Purchaser of the said intention.

h. The Purchaser agrees that the expenses for the formation and registration of Co-Operative Housing Society, such as Registration fees, membership fees and other incidental expenses thereto shall be borne by the Purchasers proportionately.

i. The Purchaser/s agrees that he shall bear all the expenses such as stamp duty, registration fees, all cost and expenses in connection with the preparation and execution of the Conveyance in respect of the said land and building thereon in favor of the said society, proportion to the respective floor areas of their respective flats with all other flat purchaser/s in the said building.

j. In the event of the Corporate Body being formed and registered before the sale and final disposal by the developers of all the flats in the said building the powers and authority of the corporate body as formed or flat purchaser/s and other flat Purchaser/s shall be subject to the overall control of the developers in respect of any other matters concerning the said building, the construction and completion thereto and all amenities pertaining to the same. In particular, the developers shall have the absolute right, control and authority regarding to the unsold flat or other units and the disposal thereof.

k. The Developers will also control the management of the building, realization of the outgoing and the disbursement of the payments to be made till the conveyance and the flat Purchaser/s along with other flat Purchaser/s and / or Corporate body will have No - Objection to the same till the Deed of Conveyance of the said land and building is executed in favor of the Corporate Body as contemplated herein.

l. The purchaser hereby convents with the builder/ developer and grant his/ her written consent to sale, dispose of or to grant on license basis any commercial premises to conduct the business of bar and restaurant or any other commercial activity duly authorized by law and in future will not raise any object in that respect.

27. It is also agreed by and between the parties hereto that the terrace space in front of 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. It is also agreed by and between the parties that the Purchaser/s shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the developers or society.

28. It is also agreed by and between the parties that the terrace above the building and open space surrounding the building within the said property shall belong exclusively to the Society when the conveyance is executed in favor of the said Society.

29. All the notices to be served on the Purchaser/s or developers as contemplated by this agreement shall be deemed to have been duly served if sent by Registered A.D or Under Certificate of Posting to the Purchaser/s at his /her address as specified/ mentioned above.

30. The flat Purchaser/s will not be entitled to any rebate and /or concession in the price of his /her flat / shop on account of the construction of additional floors in the said building and /or on account of the construction of any other buildings,

structures etc, and /or changes, alternations and additions made in the building. The flat Purchaser/s shall not claim any deduction in the coast of his/her flat/shop on account of deletion of any item of construction as per his /her requirements in his flat /shop.

31. It is agreed by and between the parties that if any additional amenities are required by the flat Purchaser/s then in that event the flat Purchaser/s has to pay in advance the cost of such additional amenities as per the estimation prepared by the developers through his Architects and the decision of the developers in that regard will be final and binding.

32. If the planning authority intend to acquire a part or portion of the said land for the purpose of road widening or for any other purpose and in such event the compound wall of the building is to be demolished, then the developers shall not be liable to construct a new compound wall. The flat purchaser/s along with the other flat Purchaser/s in the said building shall be liable for the construction of the compound wall at their own cost and expenses.

33. It is expressly agreed that any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of this agreement or any forbearance or giving time to the /flat Purchaser/s by the developers shall not to be constructed as a waiver on the part of the developers or any breach of non-compliance of any of the terms and conditions of this agreement by the flat Purchaser/s nor shall the same in any manure prejudice the rights of developers.

34. It is expressly agreed that the flat purchaser/s shall bear the cost of the Registration, Stamp Duty and other expenses, which may arise at the time of the registration of this Agreement.

35. The name of the said project to be constructed on the said property shall be " ……. " and shall not be changed without the written consent and permission of the developers.

36. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authorities as the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. It is expressly agreed by the purchaser/s that he will pay to the Developers that amount of GST or any other taxes as may be applicable from time to time in respect of his flat as and when demanded by the developers.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month & year first hereinabove written.

:THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of non-agriculture lands bearing **Survey No. 13, Hissa No. 4/B/4, Plot No. 4 Area admeasuring at about 519.23 Sq. mtrs. Asst. 51Rs. 93 Paise , lying being and situated at revenue village SHIRGAON Taluka Ambernath, District Thane** and within the limits of Kulgaon Badlapur Municipal Council with all easement rights and benefits

ON OR TOWARDS EAST :
ON OR TOWARDS WEST :
ON OR TOWARDS NORTH : As per record of rights
ON OR TOWARDS SOUTH :

SCHEDULE OF DISCRIPTION OF THE FLAT

ALL THAT PIECE AND PARCEL of Flat No. _____ on _____ floor of Wing _____, Building no. _____ Admeasuring an area of _____ Sq.Mtrs. in complex known as " _____" along with _____ car parking slot & with undivided right, title & interest in the said property proportionate to the super built up area of the said flat located in the property more particular described in schedule hereinabove.

: SCHEDULE OF COMMON AREAS AND FACILITIES :

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said flat (save and except parking space / garage and open space or portion of land in front of the shops and the same shall be exclusive facility to the flat/shop owners.)

:SCHEDULE ABOVE REFERRED TO:

Proportionate right along with all purchaser/s of premises in the said building in limited common areas and facilities i.e. Staircase, Staircase landing, Terrace, Compound, Lobbies and Passage.

Signature and Name	Thump Impression	Photo
SIGHED AND DELIVERED By the within name the 'Developers' **SAI AANGAN RESIDENCY** **a partnership firm** through it's Authorized Partner _____		

Mr. _____ SIGNED AND DELIVERED by the within name 'Flat Purchaser/s' **1.** _____ **2.** _____		

WITNESSES :

1.

2.

RECEIPT

Acknowledged to have received of and from the Purchaser/s, the Sum of Rs _____/- (Rupees _____only) as follows.

1. Rs _____/- (Rupees _____Only) by cheque No _____ dated _____Drawn on _____ Bank ,_____ Branch, being the sum of earnest money / part payment payable to us as within mentioned.

I say Received

Rs _____/-

For **SAI AANGAN RESIDENCY**
a partnership firm

through its Authorized Partner

_____

Mr. _____

WITNESSES :

1.

2.