

Market Value

- ❖ Carpet Area _____.
- ❖ Declared price @ _____ /-
- ❖ Market Value for the purpose of stamp duty
And registration Rs. _____ /-
- ❖ Stamp to be used Rs. _____ /-
- ❖ Building Constructed in year _____

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at Navi Mumbai, on this ____ day of February, 2018 **BETWEEN M/s. RAM LAXMAN DEVELOPERS,(PAN NO.AAPFM1257L), A Partnership Firm, duly Registered under Indian Partnership Act, 1932, through its Partners (1) MR. SHANKAR LAXMAN PINGALE, age 49 years, Occupation Business, (PAN NO. AAAPP9227C), (2) MR. SANJAY LAXMAN PINGALE, age 43 years, Occupation-Business (PAN No. AAAPP9226D), (3) MR. SAMEER RAMDAS PINGALE, age 41 years, Occupation-business (PAN No. AAAPP9229N), AND (4) MR. GANESH BABAN**

PINGALE, age 42 years, Occupation-Business (**PAN No. ACWPP0081C**), having it's Office at A-157, Vegetable Market, A.P.M.C., Sector-19, Turbhe, Navi Mumbai- 400 703, hereinafter referred to as the **"DEVELOPERS/ PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Partners or Partner for the time being constituting the Said Firm M/s. Ram Laxman Developers, their executors, administrators and assigns of the last surviving Partner) of the **ONE PART**.

A N D

_____, Indian Inhabitant, having address at _____ hereinafter referred to as **"THE PURCHASER/S"** (which expression, unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, attorneys, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS One **Shri Tukaram Gavtya Patil and others** (hereinafter referred to as **"SAID OWNERS"**) were the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property admeasuring 2380 Sq. Mtrs. bearing Survey No.88, Hisssa No.2 of Village Daighar, Thane, Taluka and Dist.Thane and all the title deeds stand in the name of the Said Owners (hereinafter referred to as the **"Said First Property"**), and more particularly detailed and described in the **SCHEDULE** hereunder hereto.

AND WHEREAS by and under Registered Sale Deed dated 13th June, 1994, duly registered with the Office of the Sub-Registrar of Assurances, Thane-2, on 5th December, 1994 at Sr. No.774/1994, the Said Owners have sold, conveyed, transferred and assigned the Said First Property to one **Shri Vitthal Yashwant Kunthe**, the purchaser therein and since then the Said Shri. Vitthal Yashwant Kunthe has become the Owner and seized, possessed of or otherwise entitled to all the right, title and interest in respect of the Said First Property and all the title deeds stand in the name of the Said Owner.

AND WHEREAS by and under Deed of Conveyance dated 3rd June, 2008, duly Registered With the Office of the Sub-Registrar of Assurances, Thane-400601, on 3rd July, 2008 at Sr. No.3899/2008, the said Shri. Vitthal Yashwant Kunthe has sold, conveyed, transferred and assigned the Said First Property to and in favour of **One Shri Sanjay Laxman Pingale and 3 others** i.e. the Partners herein, for the consideration and upon the terms and conditions contained therein and in part performance thereof had placed Partners herein in exclusive, actual and physical possession in respect of the Said Property;

AND WHEREAS said Shri Vitthal Yashwant Kunthe, was the Owner, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property admeasuring. 380 Sq. Mtrs., bearing Survey No.88 Hissa No.2 of Village Daighar, Thane, Taluka and District Thane (hereinafter referred to as the "**Said Second Property**");

AND WHEREAS by and under Deed of Conveyance dated 11th June, 2012, duly Registered With the Office of the Sub-Registrar of Assurances, Thane-5, on 12th June, 2012 at Sr. No.5191/2012, the said Vitthal Yashwant Kunthe, has sold, conveyed, transferred and assigned the Said Second Property to and in favour of **One Mr. Balasaheb Mallinath Chendake** i.e. the Owner No.4 herein, for the consideration and upon the terms and conditions contained therein and in part performance thereof, had placed Owners herein in exclusive physical possession thereof;

AND WHEREAS Said First Property and Said Second Property are one contagious plot/piece of land and are more particularly described in the **SCHEDULE** written hereunder (hereinafter referred to as "**Said Property**");

AND WHEREAS the Owners of the Said Property have appointed **M/S. RAM LAXMAN DEVELOPERS**, (herein after referred to as the **SAID DEVELOPERS**) the builder and developer to develop the Said Property and to Construct malty storied buildings AS PER THE RULES AND REGULATIONS OF T.M.C. authorities on the said property by the registered Agreement for development dated 25.09.2014 duly registered under Sl. No. TNN 3-6509/2014, vide Registration receipt No.6868 dated

25.09.2014 and handed over actual and physical possession of the Said Properties to the Said Developers. (Herein after referred to as the **SAID DEVELOPMENT AGREEMENT**)

AND WHEREAS with an intention to develop the Said Property, the Developers have prepared through **M/s. Moloy S. Bakshi & Associates**, Architect (herein after referred to as "**Said Architect**"), having address at 3, Niwara, Veer Sawarkar Path, Thane (W), Thane-400602 and appointed the services of R.C.C. Consultant by name **Tech-Line** having Office at A-16, Sindhutirth, Opp. Bharat Sahkari Bank Ltd., Makhmali Talao, L.B.S. Road, Thane(W), Thane, (herein after referred to as **the R.C.C. Consultant**) the building plans for Development of the Said Property and the Thane Municipal Corporation (hereinafter referred to as "**TMC**") vide it's permission and sanction bearing V. P. No.S011/0062/ 2013/ TMC/ TDD/ 0964/13 dated 9TH October, 2013, read with Permission Certificate bearing V. P. No. S011/0062/ 2013/TMC/TDD/ 0964/14 dated 9th October, 2013, has sanctioned and approved the building plans (hereinafter referred to as the "**Said Sanctioned Plans**").

AND WHEREAS the Said Architect has submitted the proposal to obtain Sanction of Development / Commencement Certificate by an application dated 28.11.2013 under No.8149 for grant of Commencement Certificate bearing No.001812 and same has been granted vide V.P. No. S011/0062/ 2013 TMC/TDD/1069/14 dated 22.01.2014 in respect of Said Property to construct building No. A, B and C consist of Seven floors. (hereinafter referred to as **The Said Commencement Certificate**) and same is annexed hereto which is copy of "**Annexure B**". The said building is being constructed as per the plan sanctioned and approved by T.M.C. for Residential and Commercial purpose.

AND WHEREAS Thane Municipal Corporation has also granted sanction and Approval of Development Work up to the Plinth in respect of Buildings No. A and B consisting of Seven Floors Vide V.P. No. S11/0062/2013 TMC/ TDD/ PCC/0424/15 dated 30.01.2015 with Reference to the Intimation No. 8704 dated 29.11.2014 in the Names of the Owners herein (herein after referred to as the **SAID APPROVAL**).

AND WHEREAS Thane Municipal Corporation, Thane has issued Occupation Certificate bearing Certificate No. 106, under **V.P. No. S11/00/62/2013, TMC/TDD/OCC/ 0300/16 dated 28.10.2016** in respect of Building No.A consisting of Ground (PT) + stilt (PT) + seven Floors only and Building No. B, Stilt + Seven Floors only laying and situated at S.No.88/2 at Village Mauje Dayghar, Taluka & Dist- Thane.

AND WHEREAS during the negotiations and deliberations, it was in principal, agreed that the Developers shall, at their own costs and expenses, obtain the revised permission and sanction from TMC for development of the Said Property and the Owners and Developers to sell the Units therein to the prospective buyers and to form a co-operative society of such buyers on what is commonly known as “Co-ownership basis” and ultimately to transfer and assign by conveyance of the Said Property together with Building to be constructed on the Said Property to and in favour of such society (“**Said Scheme of Development**”);

AND WHEREAS the Developers/Promoters has got verified the title of the said property from **MR. SURESH S. MULUK, Advocate, High Court**, and same is annexed hereto is a copy of the same is at “**Annexure A.**”

AND WHEREAS the Developers/Promoters have also prepared typical floor wise plan which is enclosed herewith and same is at **Annexure “C”**.

AND WHEREAS the Building being constructed on the said Plot shall be known as “**SADGURU RESIDENCY**” consisting of G+7 Floors.

AND WHEREAS The Purchaser/s demanded from the Developers/Promoters and the Developers/Promoters have given to the Purchaser/s inspection of all the documents of Title Deeds relating to the Said Property and the plans, designs and specifications prepared by the Architect and such other documents as are specified under the **Maharashtra Ownership Flat/Shops (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963** (herein after referred to as "**THE SAID ACT**") and the Rules made thereunder and has

satisfied himself/herself about the title of the Developers/Promoters to the Said Property and their right to develop the same and has agreed to purchase _____ on the 7th Floor in the building known as **“SADGURU RESIDENCY”** being constructed on the Said Property, (hereinafter referred to as **"SAID PREMISES"**) for a total consideration of _____ **(Rupees Twenty Three Lacs Seventy Thousand Six Hundred Only)** and on the terms and conditions hereinafter appearing as under;

AND WHEREAS subject to otherwise agreed, reserved and provided herein, the Developers/Promoters have agreed to sell and the Purchaser/s has agreed to purchase the said Premises, and the Parties hereto therefore, have executed this Agreement to Sell, to witness the terms and conditions thereof and in compliance of Section No. 13 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the **“RERA ACT”**) and /or then prevailing law, as under:

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

1. The Developers/Promoters shall construct a building/s known as **“SADGURU RESIDENCY”** on the said property more particularly described in the **“SCHEDULE”** hereunder written in accordance with the plans, designs and specifications approved and sanctioned by the Said T.M.C. (hereinafter referred to as the **“Said Corporation”**) and which have seen, inspected and approved by the Purchaser/s with such variations and modifications as the Developers/Promoters may deem necessary, proper and as per the direction of the said Corporation and other authorities from time to time.
2. The Developers/Promoter registered the Project known as **“SADGURU RESIDENCY”** vide Regd. No. _____ under the provisions of the Act with the Real Estate Regularly Authority.
The Developer/Promoter/s registered the Project known as ‘Sadguru Residency’ under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Regulatory

Authority at Mumbai on _____ under **Registration no.** _____
the copy of Registration Certificate of Project in FORM 'C' under rule 6(a)
have been annexed and marked as Annexure '___' hereunder.

3. On demand from the Purchaser/s, the Developers/Promoters have given 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/Promoters' Architects Messrs **M. S. BAKSHI & ASSOCIATES** and of such other documents as are specified under the Rera Act and the rules and Regulations made there under.

Further, the Purchaser/s shall not raise any objection in respect of any changes, alterations to be made or incorporated in the said building before the Occupancy Certificate is granted. The Purchaser/s hereby records his/her/their No Objection and agrees to such variations and modifications.

4. The Purchaser/s declares that he/she has satisfied himself/herself about the title of the Developers/Promoters to the said Property and declares that he/she shall not be entitled to raise any objection or requisition to the same or any matter relating to the title or otherwise whatsoever.
5. The Purchaser/s hereby agrees to purchase and acquire _____ on the ___ Floor in the building known as "**SADGURU RESIDENCY**" admeasuring _____ Sq.mt. carpet area in building being constructed on the Said Property, for a total consideration of _____. In case, if due to force measure or if there is any increase/rise in the price of steel, cement and other building materials before the completion of the building, the Developers/Promoters shall be entitled to receive escalation/increase in the price of Flat. This amount of escalation shall be paid by the Purchaser/s to the Developers/Promoters within seven days of the demand made by the Developers/Promoters.
6. The Premises under purchase includes the right to use common areas and facilities available in the building and also the Purchaser/s undivided interest in the restricted common area and facilities for the

use of the said premises. The common area does not include the area demarcated for parking spaces under stilt or open parking spaces.

7. Purchaser/s shall pay to the Developers/Promoters the said amount of _____ consideration of _____ at the _____ time and in the manner as stated herein below:-

PAYMENT SCHEDULE

a. Booking Amount	10%
b. On completion of Plinth	15%
c. On completion of 1 st Slab	8%
d. On completion of 2 nd Slab	8%
e. On completion of 3 rd Slab	8%
f. On completion of 4 th Slab	8%
g. On completion of 5 th Slab	8%
h. On completion of 6 th Slab	8%
i. On completion of 7 th Slab	8%
j. On completion of internal plaster	5%
k. On completion of External plaster	5%
l. Flooring, Electric & Plumbing	4%
m. On Possession	5%

Total	100%

THE ABOVE PURCHASE PRICE DOES NOT INCLUDE THE FOLLOWING CHARGES:-

- i. Stamp Duty, Registration and other charges payable to the concerned authorities.
- ii. Water connection charges and electricity connection charges.
- iii. Land and Development of building charges.
- iv. Legal charges for documentation.
- v. Water Resource Development charges.

- vi. Service charges of Electric connection/electric sub-station, water connection deposit and meter charges, development charges and any other charges or deposits payable to any authority concerned.
- vii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers/Promoter by way of Value Added Tax, Service Tax, Vat, GST and Cess or any other similar taxes which may be levied , in connection with the construction of and carrying out the Project payable by the Developers/Promoter) up to the date of handing over the possession of the _____.

The Purchaser/s shall make the payment to the Developers/Promoters by Cheque, D.D./P.O. However if payment is made by Cheque/ D.D./NEFT/RTGS, it is to be made in the name of “**M/S. RAM LAXMAN DEVELOPERS,**” Escrow A/c No. _____, IFSC code _____ and Micro Code _____, _____, Branch, _____” at any other place as intimated by the Developer/Promoter. If the car parking space under the stilt or open car parking is available, then on application that may be made by the Purchaser/s, the Developers/Promoters shall consider to allot the same on **First Come First Serve Basis**, on the terms decided by the Developers/Promoters. The Developers/Promoters shall at his own discretion, shall allot the same, to any Purchaser/s on the terms and conditions agreed upon by the Developers/Promoters.

b) Any extra work, other than mentioned in Annexure annexed hereto, to be carried out in the Said Premises, any extra cost thereof, shall be borne and paid by the Purchaser/s.

8. The Purchaser/s hereby agrees to confirm about the area of the Said Premises as mentioned hereinabove on or before execution of this deed and hereafter shall not raise any objections with regard to the same in any manner whatsoever.

However, the Car parking Space/Stilt/Open Space adjacent to the Flat, whatever, shall be kept open to sky by the Purchaser/s, failing

which, the Purchaser/s shall be liable for the consequences arising there from and the Purchaser/s hereby indemnify and keep the Developers/Promoters indemnified of and against said liability and consequences thereof and the Purchaser/s hereby agree, consent and record that the Developers/Promoters shall alone be entitled to all right, title and interest in respect of stilt portion/premises as shown under approved plan as a lawful owner thereof and Purchaser/s undertake and declare that they shall not at any time raise any objection for the same.

9. The notice referred in the preceding clause will be served by the Developers/Promoters to the Purchaser/s by R.P.A. or by Courier at the address specified below and the notice so served shall be sufficient discharge to the Developers/Promoters. For this purpose the name and address of the Purchaser/s shall be set out below: -

Add: _____

If there is any change in the address of Purchaser/s, same shall be intimated to Developers / Promoters at their earliest.

8. On the Purchaser/s committing default in payment of each of the installments specified in the Payment Schedule as annexed hereto on their respective due dates (**TIME BEING THE ESSENCE OF THE CONTRACT**) due and payable by the Purchaser/s to the Developers/Promoters under the Agreement (including his proportionate share of taxes levied or to be levied by the concerned authorities) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers/Promoters shall be entitled to their own option to terminate this Agreement, without final notice and Deed of Cancellation, in which event the booking amount shall stand forfeited and the forfeiture of the booking amount is absolute discretion of the Developers/Promoters concerning to ratio of booking amount. The Developers/Promoters shall however, on such termination refund to the Purchaser/s, after deducting there from, the booking amount, administrative expenses out of pocket expenses and service charges as

may be determined by the Developers/Promoters, the balance amounts which may till then have been paid by the Purchaser/s to the Developers/Promoters after deduction of damages, expenses whatsoever, and that too after the Said Flat is sold to any third party by the Developers/Promoters and on termination thereof the Developers/Promoters shall be at liberty to dispose off/sell/deal with the Said Premises to such persons or person at such price as the Developers/Promoters may in their absolute discretion think fit and the Purchaser/s shall not be entitled to question about such sale or to claim any amount whatsoever from the Builders save and except the amount to be refunded, if any.

9. Without prejudice to his/her other rights under these presents and/or in law, the Purchaser/s shall be liable to pay to the Developers/Promoters interest @ 21 % per annum on all the amount due and payable by the Purchaser/s to the Developers/Promoters if such amount remains unpaid for **seven days** or more after becoming due, if any one or more than one or more installments are not paid by the Purchaser/s in time as per clause 5 hereinabove, the Developers/Promoters shall be at liberty to sell and dispose off, the Said Premises to any person/s under clause No.8 of this Agreement.

10. The Developers/Promoters will endeavor to handover possession of the Said Premises after the all payment received.

11. Possession of the Said Premises shall be delivered to the Purchaser/s only after the building is ready for the use and occupation as per the rules and regulation of T.M.C and provided that all the amounts due and payable by the Purchaser/s under this Agreement are paid to the Developers/ Promoters in full.

12. The Developers/Promoters shall, in respect of any amount unpaid by the Purchaser/s under the terms and condition of the Agreement have first lien and charge on the Said Premises agreed to be acquired by the Purchaser/s.

13. The Developers/Promoters shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Board causing delay in

sanctioning and supplying electricity or due to Corporation/Local authority connected causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Said Flat.

14. Upon delivery of possession, the Purchaser/s shall be entitled to the use and occupation of the Said Premises without hindrance but without any further claim at any time as to the workmanship or quality of materials used in the Said Premises. The Developers/Promoters shall handover to the Purchaser/s the Said Premises that has been purchased by the Purchaser/s after the Developers/Promoters obtained the completion or occupancy certificate or NOC from the Corporation in respect of the Said Building.

15. On getting part occupancy/ occupancy certificate from the concerned authority, the Developers/Promoters shall be liberty to hand over possession of the Said Flat to the Purchaser/s, even though permanent electric & water connection are not sanctioned by the respective authorities. The Purchaser/s shall not be entitled to make any claim/demand on the Developers/Promoters for the delay in getting the permanent electric & water connections. On the Builders offering possession of the Flat to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the use / consumption of electricity and water if supplied through temporary connection.

16. Upon execution of this agreement, the Purchaser/s agrees to pay to the Developers/Promoters a sum of advance deposit @ Rs.2.50 for Residential per sq. ft. and Rs. 3.50 sq. ft. for commercial premises towards Twelve months' maintenance of the building under construction and also deposit amount or as agreed upon by the Developers/Promoters as per general practice followed in locality.

17. Commencing a week after the notice in writing is given by the Developers/Promoters to the Purchaser/s in respect of the Said Premises is ready for use and occupation, the Purchaser/s shall pay on or before the 5th day of every month to the Developers/Promoters until the said Property together with the building constructed thereon is transferred to

the proposed Society/Association as provided herein, a provisional monthly contribution at the rate of Rs.2.50 for Residential per sq. ft. and Rs. 3.50 per sq. ft. for commercial premises towards the proportionate share that may be ascertained by the Developers/Promoters of (a) insurance premium for insuring the said building against fire, riot and civil commotion etc. (b) the Municipal rates, charges and taxes including collector's charges and all other outgoing that may from time to time be levied on or incurred in respect of the said Property (c) the charges for the maintenance and Management of the said building including wages and salaries of watchmen, sweeper bill collector and accountant (d) electricity charges of common lights, meter, pump etc. The said payment shall be on the ad- hoc basis and the Purchaser/s shall be liable to pay actual proportionate taxes and outgoing. On such lease Deed/Conveyance Deed being executed, the aforesaid deposits shall be transferred by the Developers/Promoters to the proposed Association/ Society as the case may be. However, the Developers/Promoters shall be entitled to deduct there from and appropriate to themselves, all cost and expenses mentioned hereinabove and any amount that may be due and payable by the Purchaser/s to the Developers/Promoters. The Purchaser/s undertakes to pay such proportionate share of outgoings regularly on or before 5th day of each and every month in advance.

18. After the said Society/Limited company/Association as the case may be is formed/registered incorporated, the Purchaser/s shall pay his/their share of the aforesaid outgoings directly to the Society/limited company / Association.

19. The Purchaser/s shall not use the Said Premises for any purpose other than the purpose for which it is allowed by the said Corporation, Developers/Promoters and other authorities.

20. The amenities to be provided by the Developers/Promoters in the Said Premises, those are set out in the **Annexure-D** annexed hereto and the Purchaser/s has satisfied himself/herself about the same.

21. The Developers/Promoters shall be entitled to a charge on the Said Premises agreed to be purchased by the Purchaser/s for any amount due

and payable by the Purchaser/s under this Agreement till all amounts due and payable under this Agreement is paid by the Purchaser/s and the Purchaser/s shall have no claim in respect of the Said Premises against the Developers/Promoters till then.

22. The Developers/Promoters hereby covenant with the Purchaser/s that subject to the Purchaser/s strictly paying all the dues under this Agreement and observing and performing the terms and conditions on the part of the Purchaser/s to be observed and performed, the Purchaser/s shall from the date of possession peacefully hold and enjoy the Said Premises without any interruption by the Developers/Promoters or any person lawfully claiming through under or in trust for, them.

23. Any delay indulgence or negligence on the part of the Developers/Promoters in enforcing the terms and conditions of this Agreement or forbearance or grant of time to the Purchaser/s shall not be considered as a waiver on the part of the Developers/Promoters of the breach of any of the terms and conditions of the Agreement nor shall such waiver in any way prejudice to the right of the Developers/Promoters against the Purchaser/s.

24. If any additional Floor Space Index for construction by way of extra FSI, balance FSI, global FSI is hereafter or after completion of the said building is made available by the said Corporation, the Developers/Promoters alone shall be entitled to the same and neither the Purchaser/s nor the Co-operative Society shall be entitled to the same and the Developers/Promoters shall be at liberty to utilize the same in such manner as the Developers/Promoters in their absolute discretion may deem fit and proper.

25. The Developers/Promoters shall be entitled to construct, raise additional storey's or additional construction on the said building at any time as may be permitted by the said Corporation without any objection by the Purchaser/s and such additional storey's or construction shall be the sole and exclusive property of the Developers/Promoters who shall be entitled to deal with or dispose off the same in the manner as they think fit but without affecting the Purchaser's right in respect of the Said

Premises. The Developers/Promoters shall also be entitled to use the terraces of the top floors and the entire parapet walls if the Developers/Promoters deem fit and all income and profit derived there from shall be the absolute property of the Developers/Promoters and the Lease or the assignment in favour of the Co-operative Society shall contain the necessary covenants in favour of the Developers/Promoters in this behalf.

26. The Purchaser/s shall not be entitled to any rebate and or reduction in the sale price if the Said Premises on account of the construction of the additional storey's or construction on the said building as mentioned in clause 25 above and/or the changes alteration and additions made in Building.

27. The Purchaser/s shall maintain at his/her own costs, the Said Premises agreed to be purchased by them in the same good condition, state and order in which it is delivered to them until the Said Building is handed over to Co-operative Society and shall abide by all the bye-laws, rules and regulations of the Said Corporation, Maharashtra State Electricity Board or any other concerned authorities and local bodies and shall attend answer and be solely responsible for all actions or for violations of any of the said conditions or rules or Bye-laws,

28. The Purchaser/s shall not store in the Flat goods of hazardous or combustible nature or which tend to damage/effect the construction or structure of the said building or causes damages to the occupants of the Buildings.

29. The Purchaser/s hereby covenants with the Developers/Promoters to pay to the Developers/Promoters the amounts payable by the Purchaser/s under this Agreement and to observe and perform the terms and conditions contained in this Agreement and the deed of Lease or Assignment in favour of the Co-operative Society in respect of the Said leasehold Plot here determents and premises described in the **First and the Second SCHEDULE** hereunder written and the building standing thereon and to keep the Developers/Promoters indemnified against the

said payments and observance and performance of the said covenants and conditions.

30. The Purchaser/s along with other Purchaser/s of units in the said building shall join in forming and registering the association of apartment owners/Co-operative Housing Society as the case may be and for this purpose also from time to time sign and execute the application for registration and/or membership necessary for the formation and registration of the Company/Association/Society as the case may be, so as to enable the Developers/Promoters to register the organization of units Purchaser/s under the Said Act and Rules made there under.

31. On completion of the Said building and on receipt by the Developers/Promoters of the full payment of all the amounts due and payable to them by all the Purchaser/s of the Flat in the Said Building, the Developers/Promoters shall Co-operate with the said Purchaser/s in forming registering or incorporating a Co-operative Society subject to the rights of the Developers/Promoters under this Agreement and the control and management of the said Building shall be given to such Co-operative Society and after receiving the full payments and amounts due and payable by the owners Purchaser/s of Flat/Shops/terraces and the Developers/Promoters shall cause to execute the necessary lease deed or deeds of the Said leasehold Plot more particularly described in the **First and Second SCHEDULES** hereunder written by the said Corporation in favour of the said Co-operative Society. The Purchaser/s agree to sign and execute all papers and documents necessary for the formation and registration of the Co-operative Society in respect of the said building being constructed on the said land more particularly described in the **First and Second SCHEDULES** hereunder written and duly filled up and signed and return the same within seven days of the same being forwarded by the Developers/Promoters to the Purchaser/s. The Purchaser/s shall be bound from time to time and at all times as the Developers/Promoters may require him/her/ them to do for time to time for safeguarding the interest of the Developers/Promoters and of other Purchaser/s of Flat in the Said Building. Failure to comply with the provisions of this clause will render this Agreement ipso-facto terminated

and the earnest money, booking amount paid by the Purchaser/s to the Developers/Promoters shall stand forfeited.

32. After the Said building is completely ready and fit for occupation and after the Co-operative Society is formed and registered and after the Developers/Promoters have received all the dues and deposit payable to them under the terms and conditions of the respective Agreement with various Flat/Shops/Terraces/Car Parking spaces with Purchaser/s including the Purchaser/s above named, the Developers/Promoters shall hand over the control and management of the Said Building to the said Co-operative Society.

33. In the event of Co-operative Society being formed and registered before the sale or disposal by the Developers/Promoters of all Flat/Shops/terraces and un-allotted car parking spaces in the said Building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to over all control of the Developers/Promoters in respect of any of the matters concerning the Said unsold Premises and all amenities pertaining to the same and in particular the Developers/Promoters shall have absolute authority and control as regards the disposal of the unsold Flat/Shop/terraces and un-allotted car parking spaces at any stage and to receive and appropriate the sale prices in respect thereof and all the Purchaser/s of such unsold Flat and un-allotted car parking spaces shall be admitted as members of the Co-operative Society with the same rights and same benefits and subject to the same obligation as the Purchaser/s and the other members of the Co-operative Society may be entitled to and subject to and without any reservation and conditions whatsoever and the Purchaser/s shall consent to admit such Purchaser/s of unsold premises as a member of such Co-operative Society as aforesaid without raising any objections whatsoever and without charging any transfer fee and/or donation and/or maintenance charges from such Purchaser/s of unsold premises. However, the maintenance charges and taxes whatever, in respect of unsold units, shall be borne and paid by the Developers/Promoters and the Purchaser/s shall not be liable to pay the maintenance charges and

taxes of the unsold units which shall be under the control and management of the Developers/Promoters alone.

34. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the any Deed by the Corporation in respect of the said plot and the building to be constructed or constructed thereon in favour of the Co-operative Society or Limited Company or Legal Body or if such Deed is already executed in favour of the Developers/Promoters and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed by the Developers/Promoters in respect of said plot and the building constructed/to be constructed thereon in favour of such Co-operative Society or Limited Company or any other Legal Body, then such premium or the amount shall be borne and paid by the purchasers proportionately. In order to enable such Co-operative Society or Limited Company or any other Legal Body to pay any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Purchaser/s hereby agrees and binds himself/herself/themselves to pay such premium and or amount payable to the Corporation in proportion to the area of the Flat and other premises in the building.

35. **PROVIDED** that the Developers/Promoters do not in any way affect or prejudices the rights hereby granted in favour of the Purchaser/s in respect of the Said Premises agreed to be sold to the Purchaser/s, so long as each Flat and un-allotted car parking space in the Said Building is not separately assessed by the said Corporation or any Municipality or body or authority concerned for property taxes, if any, the Purchaser/s shall pay the proportionate share of the said taxes as determined by the Developers/Promoters on the basis of the area of each Flat/Shop/terrace/car parking space sold. The Developer/ Promoter shall not be liable to contribute towards the Municipal, and other taxes, water charges and the maintenance charges of the unsold Flat/Shops/terraces /car parking spaces. The Developers/Promoters shall be entitled to refund

if any of the Municipal and other taxes etc. on account of the unsold Flat/Shop/terraces/car parking spaces if paid.

36. The Purchaser/s shall after the Purchaser/s is put in possession of the Said Premises in terms of this Agreement and Purchaser/s shall permit the Developers/Promoters and their servants or agents with or without workmen and others at all reasonable times after previous reasonable notice in that behalf to enter upon his/her/their Flat/Shop/car parking spaces or any other part thereof to view and examine the state and conditions thereof.

37 The Purchaser/s shall at no time demand partition of his/her/their interest of the said Flat in the building/s. It is being hereby agreed and declared by the parties that the interest in said buildings is impartible and it is agreed by the Purchaser/s that the Builders shall not liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser/s.

38. The Purchaser/s shall permit the Developers/Promoters and their servants or agents with or without workmen and others at all reasonable times to enter into and upon the Flat/Shop /car parking spaces or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drain pipes, cables, water covers, gutters, wires, structure and all other convenience belonging or serving or used for the said building and also for the purpose of laying down maintaining, repairing and testing drainage and water-pipes and electric wires and for similar purposes until the said building is taken over by the said Co-operative society.

39. The Purchaser/s will not at any time make additions, alterations, modifications or demolish or cause to be demolished in any manner any part of the said Flat/Shop /stilt agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature therein or any part thereof without the previous consent/permission in writing of the Developers/Promoters till the said Co-operative Society is formed and control and management of

the said Building is handed over by the Developers/Promoters to the said Co-operative Society and thereafter of the Co-operative Society.

40. After possession of the Said Premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Building are required to be carried out by the respective Flat holder and/or valid permissions of the Said Corporation, Government, Municipality or any other authority or authorities, the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other Flat/Shop and garages in the Said building at their own cost and the Developers/Promoters shall not be held in any manner liable for the same.

41. If at any time any development and/or betterment charges or other levy or tax are or is charged, levied or sought to be recovered by the said Corporation or any Municipality/Government and or any other public body or authority, in respect of the said Plot and/ or the building, the same shall be the responsibility of all Flat/Shop/terrace/car parking spaces Purchaser/s of the said buildings and the same shall be borne and paid by all the Flat Purchaser/s in proportions to the respective floor area of their respective units.

42. The Developers/Promoters shall Endeavour to have the Said Property transferred and conveyed in favour of the association/society in respect of the Said Property and the Said Property and the building erected thereon within the prescribed time from the date on which the Developers/Promoters has sold and received payment for all the premises and sold and handed over possession of the premises to the respective members/Purchaser/s whichever is later **PROVIDED THAT** the Developers/Promoters has been paid and has received full consideration amount payable by all the Premises holders or Purchaser/s.

43. The Purchaser/s hereby gives his/her/their express consent to the Builders to raise any loan against the said plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institution/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by

the Builders at their own express on or before the formation of the Co-operative Society, Limited Company or such other Legal Body.

44. All costs, charges and expenses including Advocate's, and Solicitor's fee for formation, registration of the said association/ society including the share money and application fee, as the case may be shall be borne and paid by the member of the association/ society as the case may be and also all costs, charges and expenses including Advocate's fee preparing and engrossing this Agreement and the Lease Deed in respect of this Property shall be borne and paid by the members of the Society and transfer charges as may be claimed by the Corporation in' respect of the Said Premises/property shall be borne and paid by the members/ Purchaser/s only.

45. After the association/society as the case may be is formed, the Purchaser/s shall pay his contribution/outgoings directly to the said association/society.

46. The Purchaser/s himself/herself with the intention to bring all persons into whomsoever hands the Said Premises, may come (in accordance with terms of these presents) doth hereby covenant with the Developers/Promoters as follows:

a) To maintain the Said Premises at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Said Premises is taken and shall not do or suffered to be done anything in or to the building in which said premises is situated.

b) To carry out at his/her own cost all internal repairs to the Said Premises and maintain the Said Premises in the same conditions state and order in which it was delivered by the Developers/Promoters to the Purchaser/s;

c) Not to demolish or cause to be demolished the Said Premises or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the elevation and outside colour

scheme of the building and shall keep the walls drains pipes in the Said Premises and appurtenances thereto in good and tenantable repair and condition and in particular, so as to support, shelter and protect the other parts of the building.

d) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Said Premises or interest or benefit under this Agreement or part with the possession of the Said Premises until all dues payable by the Purchaser/s to the Developers/Promoters under this agreement are fully paid up or possession is handed over by the Developer to the Purchasers..

e) The Transferor shall pay the necessary transfer charges to the Developers/Promoters/Society under this agreement are fully paid up. The Transferor shall pay the necessary transfer charges to the Developers/Promoters/Society in this behalf.

f) The Purchaser/s shall abide by bye-laws, rules and regulations of the Society, Corporation, the Government of Maharashtra and any other authorities concerned and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in the Agreement.

g) The Purchaser/s hereby under takes to pay to the Developer/ Promoter, all the charges expenses and costs as mentioned clause No. 4,14,29 and 33 and bear and pay the costs and charges as mentioned clause No. 38 and 40 hereinabove in this Agreement within the time specified herein.

47. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat in the said building, if any shall belong exclusively to the respective Purchaser/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terraces shall not be enclosed by the Flat

Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers/Promoters or the Society as the case may be.

48. The terrace of the building, the parapet wall shall always remain the property of the Developers/Promoters and the Developers/Promoters shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the Developers/Promoters shall exclusively be entitled to the income that may be derived by display of the said advertisements. The Purchaser/s hereby undertakes that the Purchaser/s shall not raise any objection for the same.

49. The Purchaser/s shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. all open space, terrace will remain the property of the Developers/Promoters until all the premises/units in the Said Building are sold by the Developers/Promoters.

50. All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the Purchaser/s and also the proportionate share of stamp duty and registration of Conveyance Deed in favour of Co-op. Hsg. Society to be executed by the Developers/Promoters, shall be borne and paid by the Purchaser/s and the Developer/ Promoter shall in no way either liable or responsible for the same.

51. The Developers/Promoters will lodge this Agreement for registration and the Developers/Promoters will attend the Office of the Sub-Registrar of Assurances at Thane and admit execution thereof after the Purchaser/s informs the Developers/Promoters, the number under which it is lodged.

52. This Agreement shall always be subject to the provisions contained in the **MAHARASHTRA OWNERSHIP FLAT/SHOPS, 1963 AND THE MAHARASHTRA OWNERSHIP FLAT/SHOPS RULES,**

1964 and Real Estate (Regulation and Development) Act, 2016 as amended up to date or any other provisions of law applicable thereto.

53. 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 authority as per the provisions of the Real Estate(Regulation and Development) Act, 2016, Rules and Regulations, there under.

54. Amenities provided as per the **Annexure – D** with this agreement.

FIRST SCHEDULE OF PROPERTY

ALL those pieces or parcels of Immovable Property bearing of Village Daighar, Thane, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation of the City of Thane and according revenue record as under –

Sr. No.	Survey No.	Hissa No.	Area Sq. Mtrs.,

1.	88	2	2000
2.	88	2	380

			2380

Towards the North by :-
Towards the South by :-
Towards the East by :-As per revenue record.
Towards the West by :-

THE SECOND SCHEDULE OF THE PROPERTY

All that, piece or parcel of Flat No. _____ on ____ floor, in the Building known as “SADGURU RESIDENCY,” admeasuring about _____ carpet area lying and being at Survey No. 88, Hissa No.2 at Village Daighar, Taluka & Dist. Thane within the jurisdiction of Sub-Registrar Thane, and Taluka and District -Thane.

IN WITNESS WHEREOF the parties hereto have set their respective hands hereto and to a duplicate hereof the day and the year first hereinabove written.

SEALED, SIGNED AND DELIVERED)

By the within named "**DEVELOPERS/**)

PROMOTERS")

M/S. RAM LAXMAN DEVELOPERS,)

A partnership, through its Partner and)

Authorized signatory)

MR. SANJAY LAXMAN PINGLE,)

In the presence of)

1.)

2.)

SEALED, SIGNED AND DELIVERED)

By the within named "**PURCHASER/S**)

1) _____)

In the presence of)

1.)

2.)

RECEIPT

RECEIVED of and from within named Purchaser/s,
) _____, the sum of _____ being earnest money/Booking
amount of Sale Price towards the Sale of _____, on 7th floor, in
building known as “**Sadguru Residency**” at Village-Daighar, Tal & Dist.-
Thane on or before execution of this presence paid by him/her/them to me.

I say received

Rs. _____/-

Partner of

M/s. Ram Laxman Developers,

Witnesses:-

1)

2)

Annexure - D
SPECIFICATIONS AND LIST OF AMENITIES

FLOORING

- 600mm X 600mm Ceramic flooring in all rooms.

KITCHEN

- Granite Kitchen Platform with S.S. Sink
- Full height Ceramic Tiles dado above Kitchen Platform

DOORS

- Decorative Flush Type Main doors with wooden frame
- Good quality Fixture & Fittings
- Doors in Bedroom with wooden Frame
- Marble Frame with bakelite door for all toilet & bathroom.

ELECTRIFICATION

- Concealed copper wiring & Fittings
- Provision of cable TV, Telephone in living
- AC Point provision in Bedrooms

Bath & WC

- Designer glazed tiles dado up to beam bottom
- Branded sanitary wares
- Concealed Plumbing with premium quality C.P. Fitting

WINDOWS

- powder coated aluminum sliding windows with Granite sill
- Powder coated aluminum Louvered with glass

WALLS & PAINTS

- Putty POP finished internal walls
- Distemper paint on internal walls
- Acrylic emulsion / Santax Matt paint on external walls.

WATER TANK

- Under Ground and overhead water tank with adequate water storage capacity

TERRACE

- **Special Brickbat water proofing treatment**