

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT FOR SALE made and entered into at _____, Navi Mumbai, on this _____ day of _____ 2019, **BETWEEN** **M/S. TEJAS ENTERPRISES** through its Proprietor, **MR. SANGRAM VILASRAO PATIL** having his/her/their (**PAN: AGRPP9755E**) and having his office at 1805, 18th Floor, The Ambience Court, Plot No - 2, Sector - 19D, Opp. RTO Office, Vashi, Navi Mumbai – 400705 hereinafter referred to as “**The Builder**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **ONE PART**

AND

MR. _____, age _____, years having his/her/their (**PAN: _____**) **AND** _____ age _____ years having his/her/their (**PAN: _____**), **Indian Inhabitant(s)** residing at _____, hereinafter referred to as “**The Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns), of the **OTHER PART**

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as “**CIDCO**”) is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its power vested

under Sub - Section 1 and 3A of Section 113 of Maharashtra Regional & Town Planning Act 1966 (Mah Act No XXXVII of 1966) (hereinafter referred to as “**the said Act**”)

AND WHEREAS the State Government of Maharashtra has acquired lands at Navi Mumbai and vested the same in CIDCO inter alia for development and disposal

AND WHEREAS the State Government of Maharashtra announced a scheme that persons affected by the acquisitions of their land for the town of Navi Mumbai shall be allotted plots of land to the extent of area equivalent to 12.5% of the area of their land acquired for the town of Navi Mumbai (hereinafter referred to as “**the 12.5% Scheme**”)

AND WHEREAS by allotment letter dated 26th March 2012 addressed by CIDCO to heirs of Late Lahu Rama Mhatre, Late Anandibai Lahu Mhatre and Late Dropadi Lahu Mhatre being 1) Mr. Bhaskar Lahu Mhatre, 2) Mrs. Bhagibai Pandharinath Mhatre and 3) Mr. Anant Lahu Mhatre (hereinafter referred to as “**the Original Licensees**”), CIDCO agreed to allot to the Original Licensees Plot No. C-40, admeasuring about 1099.86 sq. mtrs., lying being and situate at Sector-13, Ulwe Node, Taluka Panvel, District Raigad (hereinafter referred to as “**the said Plot**”) under its 12.5% G.E.S. Scheme upon the terms and conditions contained therein.

AND WHEREAS by an Agreement to Lease dated 25th April 2012 entered between CIDCO of the One Part and the Original Licensees of the Other Part, duly registered with the Joint-Sub-Registrar of Assurances, Panvel-3, under Serial No.PVL3-04559-2012 on 30th April 2012, CIDCO agreed to grant a lease of the said

Plot to the Original Licensees for a period of sixty years for the premium, rent and upon terms and conditions contained therein

AND WHEREAS by a Tripartite Agreement dated 21st June 2012 entered between CIDCO of the First Part, the Original Licensees of the Second Part and M/s. Krishna Builders & Developers through its Proprietor Mr. Sunil B. Thombre (hereinafter referred to as “**the First Licensee**”) of the Third Part, duly registered with the Sub-Registrar of Assurances, Panvel-1, under Serial No. PVL1-07638-2012 on 21st June 2012, CIDCO granted its permission to the Original Licensees to sell, transfer and assign their leasehold right, interest and benefit in the said Plot to the First Licensee for the consideration and upon terms and conditions contained therein

AND WHEREAS by a Tripartite Agreement dated 19th March 2019 entered between CIDCO of the First Part, the First Licensee of the Second Part and Builder of the Third Part, duly registered with the Sub-Registrar of Assurances, Panvel-2, under Serial No. PVL2-3493-2019 on 19th March 2019, CIDCO inter alia granted permission to the First Licensee to sell, transfer and assign their leasehold right, interest and/or benefit in the said Plot to the Builder for the consideration and upon terms and conditions contained therein

AND WHEREAS by its final order dated 1st April 2019 CIDCO has recorded the name of the Builder as a Licensee in respect of the said Plot in its records

AND WHEREAS the Builder has through his Architect Dessin 2000 have prepared Building Plans by proposing a project to construct a building of ground plus Ten upper floors consisting of 38 residential units and 7 commercial units on the said Plot (hereinafter referred to as “**the Project**”). The Builder has submitted to CIDCO and other authorities the building plans, specifications and designs pursuant to which CIDCO has approved the plans and specifications of the building under the said Project and granted a Commencement Certificate vide its Letter dated 14th August 2019 bearing Reference No. CIDCO/BP-16800/TPO(NM&K)/2019/5327 to the Builder, a copy whereof is annexed hereto and marked **Annexure “A”**

AND WHEREAS a copy of Certificate of Title issued by **Advocate Mrs. Ambika Gupte** is annexed hereto and marked **Annexure “B”**

AND WHEREAS the Builder has entered into a Standard Agreement with an Architect Dessin 2000 registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects

AND WHEREAS the Builder has appointed a structural Engineer B. S. Sukhankar for the preparation of the structural design and drawings of the buildings and the Builder accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings

AND WHEREAS by virtue of the said Tripartite Agreement, the Builder has sole and exclusive right to sell the Flats and Shops in the building to be constructed by the Builder on the said Plot and to enter into Agreement/s with the

purchaser(s) of the Flats and Shops to receive the sale consideration in respect thereof

AND WHEREAS on demand from the Purchaser/s, the Builder has given inspection to the Purchaser/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Builder's Architects Dessin 2000 and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder

AND WHEREAS the authenticated copies of the plans of the Layout as approved by CIDCO have been annexed hereto and marked as **Annexure “C”**

AND WHEREAS the Builder has commenced development of the said Plot by constructing thereon a Building as aforesaid in accordance with the sanctioned plans and as per the terms and conditions in the Agreement to Lease and Tripartite Agreements mentioned above and in accordance with the Commencement Certificate, Annexure “A” hereto

AND WHEREAS the Purchaser/s approached the Builder in order to purchase a Flat/Shop in the Building being constructed by the Builder on the said Plot and in respect thereof sought inspection of all the documents of title relating to the said Plot, the plan, designs and specifications prepared by the Builder's Architect, the amenities being provided by the Builder and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) and Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (hereinafter referred to as “**the Ownership Flats Act**”))

AND WHEREAS after satisfying himself/ herself/ themselves about the nature of title of the Builder in the said Plot, the plans and specifications and the amenities being offered by the Builder, the Purchaser/s offered to the Builder to sell to them Flat/Shop No._____, on the _____ Floor of the Building being constructed by the Builder on the said Plot and to be known as **“Tejas Sapphire”** admeasuring about _____ **sq. mtrs.**, carpet area (equivalent to _____ **sq. ft.**), and more particularly described in the Second Schedule hereunder written (hereinafter referred to as **“the said Premises”**) for the consideration of Rs. _____ (Rupees _____ only) which offer has been accepted by the Builder

AND WHEREAS "carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Premises

AND WHEREAS the authenticated copies of the plans and specifications of the said Premises agreed to be purchased by the Purchaser/s as sanctioned and approved by CIDCO have been annexed and marked as **Annexure “D”**. A List of Amenities to be provided by the Builder in the said Premises are set out in **Annexure “E”** hereto

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter

AND WHEREAS prior to the execution of these presents the Purchaser/s has/have paid to the Builder a sum of Rs..... (Rupees) only being part payment of the sale consideration of the said Premises agreed to be sold by the Builder to the Purchaser/s (the payment and receipt whereof the Builder doth hereby admits and acknowledges) and the Purchaser/s has agreed to pay to the Builder the balance of the sale consideration in the manner hereinafter appearing

AND WHEREAS The Builder intends to register the said Project under the Real Estate Act with the Real Estate Regulatory Authority (hereinafter referred to as “**the said Authority**”)

AND WHEREAS under section 13 of the Real Estate Act, the Builder is required to execute a written Agreement for sale in respect of the said Premises with the Purchaser/s being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the parties, the Builder hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the said Premises and the covered parking(if applicable)

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of the sale of the said Premises by the Builder to the Purchaser/s in the manner hereinafter appearing

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. The Builder shall under normal conditions construct the building over all that Plot of land bearing Plot No. C-40, admeasuring about 1099.86 sq. mtrs., lying being and situate at Sector-13, Ulwe Node, Taluka Panvel, District Raigad and

more particularly described in the First Schedule hereunder written (hereinafter referred to as “**the said Plot**”) as per the plans, design and specifications duly approved and sanctioned by the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as “**CIDCO**”) and other concerned authorities Provided that the Builder shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises (defined herein below and described in the Second Schedule hereunder written) agreed to be purchased by the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. The Purchaser/s have taken inspection of all the documents of title relating to the said Plot, the plan, designs and specifications prepared by the Builder’s Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) and the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (hereinafter referred to as “**the Ownership Flats Act**”).

2. This Agreement for Sale shall always be subject to the provisions contained in the Real Estate Act and the Ownership Flats Act or any amendment therein or re-enactment thereof for the time being in force.

3. The Purchaser/s has/have, prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Builder in the said Plot and/ or the said Premises (defined herein below and described in the Second Schedule hereunder written). The Purchaser/s has/have no further requisitions or objections on any matter relating thereto. The parties hereto agree that the carpet area of the said Premises (defined herein below and described in the Second Schedule hereunder) means net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts,

exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Premises .

4(a)The Purchaser/s agree/s to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s Flat No. _____, on the _____ **Floor** of the Building being constructed by the Builder on the said Plot and to be known as **“Tejas Sapphire”** admeasuring about _____ **sq. mtrs.**, carpet Area (equivalent to _____ **sq. ft.**) lying being and situate on the said Plot as shown in the Floor plan thereof hereto annexed and marked Annexure “D” and more particularly described in the Second Schedule hereunder written (hereinafter referred to as **“the said Premises”**) for the total consideration of Rs. _____/- (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule herein under written.

(b) The Total aggregate consideration amount for the said Premises is thus Rs. _____/- (Rupees _____ Only).

(c) The Purchaser/s has paid on or before execution of this Agreement for Sale a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to the Builder the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:-

- (i) Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Builder after the execution of this Agreement for Sale;

(ii) Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Builder on completion of the Plinth of the building or wing in which the said Premises is located.

(iii) Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Builder on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.

a) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 1st slab.

b) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 2nd slab.

c) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 3rd slab.

d) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 4th slab.

e) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 5th slab.

f) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 6th slab.

g) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 7th slab.

h) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 8th slab.

i) Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 9th slab.

- j)** Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 10th slab.
- k)** Rs. _____/- (Rupees _____ Only) to be paid to the developer on completion of 11th slab.
- (iv) Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Builder on completion of the walls, internal plaster, staircases, lift wells, lobbies upto the floor level of the said Premises.
- (v) Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Builder on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Premises is located.
- (vi) Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Builder on completion of the sanitary fittings, floorings, doors and windows of the said Premises.
- (vii) Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Builder on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of the building or wing in which the said Premises is located.
- a)** Rs. _____/- (Rupees _____ Only) to be paid to the Builder on completion of the electrical fittings, electro,

mechanical and environment requirements, entrance lobby/s, plinth protection.

b) Rs. _____/- (Rupees _____ Only) to be paid to the Builder on completion of the lifts, water pumps.

(viii) Rs. _____/- (Rupees _____ only) being the balance consideration against and at the time of handing over of the possession of the Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate..

(d) The total consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Premises including GST.

(e) The total consideration 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 Builder undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder 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 which shall only be applicable on subsequent payments.

(f) The Builder shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Builder.

If there is any reduction in the carpet area within the defined limit then Builder shall refund the excess money paid by the Purchaser/s within thirty days with annual interest at the rate specified in the Rules as applicable to the State of Maharashtra framed under the Real Estate Act from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the said Premises, the Builder shall demand additional amount from the the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) of this Agreement for Sale.

(g) The Purchaser/s authorizes the Builder to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder may in his sole discretion deems fit and the Purchaser/s undertakes not to object/demand/direct the Builder to adjust his payments in any manner.

5.1 The Builder hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises.

5.2 Time is essence for the Builder as well as the Purchaser/s. The Builder shall abide by the time schedule for completing the project and handing over the possession of the said Premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement for Sale subject to the

simultaneous completion of construction by the Builder as provided in clause 4 (c) herein above.

5.3 The Builder hereby declares that the Floor Space Index available as on date in respect of the said Plot is 1649.77 square meters only and the Builder has planned to utilize Floor Space Index of 1647.94 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builder has disclosed the Floor Space Index of 1.83 square meters as proposed to be utilized by him on the said Land in the said Project and the Purchaser/s has agreed to purchase the said Premises based on the proposed construction and sale of flats to be carried out by the Builder by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Builder only.

6.1 If the Builder fails to abide by the time schedule for completing the project and handing over the possession of the said Premises to the Purchaser/s, the Builder agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rules framed under the Real Estate Act as applicable to the State of Maharashtra (hereinafter referred to as “**the said Rule**”), on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession of the said Premises. The Purchaser/s agrees to pay to the Builder, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Builder under the terms of this Agreement for Sale from the date the said amount is payable by the Purchaser/s to the Builder.

6.2 Without prejudice to the right of Builder to charge interest in terms of sub-clause 6.1 above, on the Purchaser/s committing default in payment on due date of

any amount due and payable by the Purchaser/s to the Builder under this Agreement for Sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Builder shall at his own option, may terminate this Agreement for Sale Provided that the Builder shall give notice of fifteen days in writing to the Purchaser/s by Registered Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s of his intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which he intends to terminate this Agreement for Sale. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Builder within the period of notice then at the end of such notice period, the Builder shall be entitled to terminate this Agreement for Sale Provided further that upon termination of this Agreement for Sale as aforesaid, the Builder shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Builder) within a period of thirty days of the termination, the instalments of sale consideration of the said Premises which may till then have been paid by the Purchaser/s to the Builder.

6.3 If the Purchaser/s requests the Builder to cancel this Agreement for any reason whatsoever and offers to surrender the said Premises, the Builder shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Builder to purchase the said Premises under this Agreement and shall refund to the Purchaser/s the balance amount, if any, remaining, from the amounts paid by the Purchaser/s to the Builder under this Agreement (excluding statutory amounts) to the Purchaser/s (but without any interest, compensation, damages or costs) after the Builder sells the said Premises to any other prospective buyer and receives the entire consideration from the prospective buyer Provided that in the event the amount required to be forfeited by the Builder as aforesaid is more than the amount

paid by the Purchaser/s to the Builder, then the Purchaser/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.

6.4 In the event the Builder terminates this Agreement in terms of Clause 6.2 on account of failure of the Purchaser/s to rectify the breaches of this Agreement, then the Builder shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Builder to purchase the said Premises under this Agreement as and by way of liquidated damages in addition to receiving interest from the Purchaser/s as stated in the above Clause 6.1.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Builder in the said building and the said Premises as are set out in **Annexure 'E'**, annexed hereto.

8. The Builder shall give possession of the said Premises to the Purchaser/s on or before _____. If the Builder fails or neglects to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Builder shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the said Premises with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the Builder received the sum till the date the amounts and interest thereon is repaid Provided that the Builder shall be entitled to reasonable extension of time for giving delivery of the possession of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

9.1 Procedure for taking possession- The Builder upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said Premises to the

Purchaser/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Builder shall give possession of the said Premises to the Purchaser/s. The Builder agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builder. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builder or association of said Purchaser/s, as the case may be. The Builder on his behalf shall offer the possession to the said Purchaser/s in writing within 7 days of receiving the occupancy certificate of the said Project.

9.2 Failure of the Purchaser/s to take Possession of said Premises: Upon receiving a written intimation from the Builder as per clause 9.1, the Purchaser/s shall take possession of the said Premises from the Builder by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Builder shall give possession of the said Premises to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 9.1 such Purchaser/s shall continue to be liable to pay maintenance and other charges, taxes and other amounts demanded by the Builder.

9.3 If within a period of five years from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Builder any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builder at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builder, compensation for such defect in the manner as provided under the Real Estate Act Provided that the liability of the Builder under this Clause shall be payable only if no unauthorized construction has been carried

out by the Purchaser/s or other purchasers of units in the building and/ or any other default committed by the Purchaser and/ or other purchasers of units in the building.

10. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or covered parking space only for purpose of keeping or parking vehicle.

11. The Purchaser/s along with other purchasers of units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builder within seven days of the same being forwarded by the Builder to the said Purchaser/s, so as to enable the Builder to register the common organisation of the Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12.1 The Builder shall, within three months of obtaining the occupancy certificate from CIDCO cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the Builder in the said structure of the Building and the said Plot save and except the unsold units in the Building, which the Builder shall be entitled to sell to third party purchasers and/ or deal with them in such manner as the Builder deems it fit.

12.2 Within 15 days after notice in writing is given by the Builder to the Purchaser/s that the said Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet

area of the said Premises) of outgoings in respect of the said Plot and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Builder such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Builder provisional monthly contribution of Rs. _____/- per month towards the outgoings or such other amount as may be informed from time to time. The amounts so paid by the Purchaser/s to the Builder shall not carry any interest and remain with the Builder until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Builder to the Society or the Limited Company, as the case may be.

13. At the time of registration of conveyance or Lease of the structure of the building and the said Plot, the Purchaser/s shall pay to the Builder, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building.

14. REPRESENTATIONS AND WARRANTIES OF THE BUILDER:- The Builder hereby represents and warrants to the Purchaser/s as follows: i. The Builder has clear and marketable title with respect to the said Plot as declared in the title report annexed to this Agreement and has the requisite rights to carry out

development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Project; ii. The Builder has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project; iii. There are no encumbrances upon the said Plot or the project except those disclosed in the title report; iv. There are no litigations pending before any Court of law with respect to the said Plot or project except those disclosed in the title report; v. All approvals, licenses and permits issued by the competent authorities with respect to the project, the said Plot and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, the said Plot and said building/wing shall be obtained by following due process of law and the Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, the said Plot, Building/wing and common areas; vi. The Builder has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected; vii. The Builder has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot, including the project and the said Premises which will, in any manner, affect the rights of the Purchaser/s under this Agreement; viii. The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement; ix. At the time of execution of the conveyance/ assignment of lease of the structure and the said Plot to the association of said Purchaser/s the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the

Association of the Purchaser/s; x. The Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder in respect of the said Plot and/or the project except those disclosed in the title report.

15. The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Builder as follows :- i. To maintain the said Premises at the Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or any material prohibited under any law or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the building in which the said Premises is situated or the said Premises on account of negligence or default of the

Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach. iii. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Builder to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. iv. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Plot and the building in which the said Premises is situated. vii. Pay to the Builder within fifteen days of demand by the Builder, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other

service connection to the building in which the said Premises is situated. viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s for any purposes other than for purpose for which it is sold. ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the said Purchaser/s to the Builder under this Agreement are fully paid up. x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xi. Till a conveyance of the structure of the building and the said Plot in which said Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Builder and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii. For a period of five years after the handing over of the possession of the said Premises, the Purchaser/s shall not carry out any construction, alteration or addition in the said Premises Provided that in the event the Purchaser/ s or any other unit holder in the said Project carries out

any construction, alteration or addition in the said Premises or his/ her/ their unit as the case may be during the aforesaid period, then the Developer shall not be liable for any defect including any structural in workmanship, quality or provision of services or any other obligation of the Developer in terms of Section 14 of the RERA Act or any other law for the time being in force Provided further that the Purchaser/s or other unit holder in the said Project shall be entitled to construct, alter or add anything in the said Premises after the period of five years aforesaid only after seeking permission from the concerned authorities and/ or as per law.

16. The Builder shall maintain a separate account in respect of sums received by the Builder from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Plot is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. THE BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Builder executes this Agreement he shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Premises.

19. BINDING EFFECT Forwarding this Agreement to the Purchaser/s by the Builder does not create a binding obligation on the part of the Builder or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builder. If the Purchaser/s(s) fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever after deducting 10% of the total consideration amount payable by the Purchaser/s to the Builder to purchase the said Premises as and by way of liquidated damages.

20. ENTIRE AGREEMENT This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises.

21. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER/S SUBSEQUENT PURCHASER/S It is clearly understood and so

agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

23. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Real Estate Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other the purchasers in the Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the units in the Project.

25. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Builder through its authorized signatory at the Builder's Office, or at some other place, which may be mutually agreed between

the Builder and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Builder or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vashi, Navi Mumbai.

27. The Purchaser/s and/or the Builder shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder will attend such office and admit execution thereof.

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

Name of the Purchaser/s : _____

The Purchaser/s' Address :- _____

Notified Email ID : _____

Name of the Builder : **MR. SANGRAM VILASRAO PATIL Proprietor
of M/S. TEJAS ENTERPRISES**

The Builder's Address : 1805, The Ambience Court, Plot No - 2, Sector –
19D,Opp. RTO Office, Vashi, Navi Mumbai
400705.

Notified Email ID : admin@tejasinftratech.com

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

29. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement for Sale shall be borne and paid by the Purchaser/s.

30. The Courts at Panvel and/ or Alibaug as the case may be alone shall have exclusive jurisdiction to try, entertain and dispose off the disputes between the Purchaser/s and the Builder.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day the year first hereinabove written

THE FIRST SCHEDULE HERINABOVE REFERRED

ALL THAT piece or parcel of land bearing Plot No. C-40, admeasuring about 1099.86 sq. mtrs., lying being and situate at Sector-13, Ulwe Node, Taluka Panvel, District Raigad and which is bounded as follows:-

On or towards North by	:	Proposed 20Mtr. Wide Road
On or towards South by	:	Plot No. C-41
On or towards East by	:	Proposed 15 Mtr. Wide Road
On or towards West by	:	Plot No.C-39

THE SECOND SCHEDULE HEREINABOVE REFERRED

Flat No. _____ Floor, admeasuring _____ sq. mtrs.carpet area (equivalent to ____sq. ft.) in the building to be known as “**Tejas Sapphire**” lying being and situate at the land more particularly described in the First Schedule hereinabove written being Plot No. C-40, admeasuring about 1099.86 sq. mtrs., lying being and situate at Sector-13, Ulwe Node, Taluka Panvel, District Raigad

THE THIRD SCHEDULE HEREINABOVE REFERRED

In witness whereof the parties hereto have hereunto set and subscribed their
respective hands the day the year first hereinabove written

SIGNED AND DELIVERED)

by the within named the Builder)

M/S. TEJAS ENTERPRISES)

through its Proprietor)

MR. SANGRAM VILASRAO PATIL)

in the presence of)

1.

2.

SIGNED AND DELIVERED)

by the within named Purchaser/s)

_____)

_____)

in the presence of)

1.

2.

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____ Only) by
Cheque EMD/ Booking amount of sale price towards the sale of Flat No. _____
on _____ Floor, “**TEJAS SAPPHIRE**”, Plot No. C-40, admeasuring about
1099.86 sq. mtrs., lying being and situate at Sector-13, Ulwe Node, Taluka Panvel,
District Raigad, on or before execution of these presents paid by him/ her/ them to
us.

I SAY RECEIVED

For M/S. TEJAS ENTERPRISES

MR. SANGRAM VILASRAO PATIL

Proprietor

WITNESS:-

- 1.
- 2.

Annexure “A”

A copy of Commencement Certificate issued by CIDCO

Annexure “B”

A copy of the Certificate of Title issued by Advocate

Annexure “C”

Copies of the plans of the Layout as approved by CIDCO

Annexure “D”

Copies of the sanctioned and approved plans and specifications of the said
Premises agreed to be purchased by the Purchaser/s

Annexure “E”

Amenities

ANNEXURE “E”

Amenities

FLOORING

- Vitrified flooring in all rooms.

KITCHEN

- Granite platform with stainless steel sink.
- Ceramic tiles dado above platform.
- Washing machine, Refrigerator, Water Purifier, Exhaust fan Points.

TOILET

- Concealed plumbing with branded sanitary fittings.
- Good quality plumbing fittings.
- Modern concept 7th ft. height colour glazed tiles.
- Ceramic tile flooring in Bathroom and WC.
- Provision for geyser Point.

DOOR

- Decorative type main door with wooden frame.
- Flush door with Granite frame for all toilet and bathrooms.

WINDOWS

- Anodized aluminum sliding window with granite seal.

ELECTRICAL

- Concealed copper wiring with modular superior brand switches.
- Telephone and cable points in living and bedrooms.
- Provision of inverter point in each flat.

WATER TANK

- Underground and overhead-with adequate storage capacity.

FITNESS CENTRE

- Reputed company machines and equipments.

SOCIETY OFFICE

LIFT

- High speed automatic lifts of reputed company with back-up

SECURITY

- Security cameras at main entrance lobby ground Floor.
- Intercom facility door to door.
- Watchmen cabin at main entrance.

