

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Vashi, Navi Mumbai, on this ____day of _____ 2019 BETWEEN **M/S. TEJAS ENTRPRISES** through its Proprietor **MR. SANGRAM VILASRAO PATIL** having his **Permanent Account No.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. _____(**PAN** - _____) & _____ (**PAN** - _____), both Adults, Indian Inhabitants, residing at _____, hereinafter referred to as “**the Purchaser(s)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:-

A. The City and Industrial Development Corporation of Maharashtra Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “the Corporation”) is a New Town Development Authority appointed by the State Government of Maharashtra in exercise of

its powers under Section 113(1) and (3A) of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as “**the MRTP Act**”) for the Town of Navi Mumbai

- B.** The State Government of Maharashtra has in pursuance of Section 113(A) of the MRTP Act acquired lands and vested such lands in the Corporation for development and disposal
- C.** By an Agreement to Lease dated 18th May 2018 entered between the Corporation of the One Part and 1) Mr. Namdev Joma Gondhali, 2) Mr. Eknath Joma Gondhali and 3) Mr. Sunil Joma Gondhali 4 (hereinafter referred to as “the Original Licensees”) of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel 2 under Serial No. PVL2-6611-2018, the Corporation under its 12.5% GES Scheme, agreed to grant lease to the Original Licensees of all that piece and parcel of land, bearing Plot No. 183, admeasuring about 1150 sq. mtrs., lying being and situate at Sector- 23, Ulwe, Navi Mumbai (hereinafter referred to as “the said Plot”) for a period of 60 years for the consideration and upon terms and conditions contained therein
- D.** By a Tri-Partite Agreement dated 19th July 2018, entered between the Corporation of the First Part, the Original Licensees of the Second Part and Builders of the Third Part, duly registered with the Sub-Registrar of Assurances, Panvel-2, under Serial No. PVL2-9608-2018 on 23rd July 2018, the Corporation granted permission to the Original Licensees to sell, transfer and assign their leasehold right, interest and benefit in the said Plot to the Builders for the consideration and upon terms and conditions contained therein.

- E.** The Corporation by its letter dated 1st August 2018, informed the Builders that it has recorded its name as the license holder of the said Plot
- F.** The Builders intend to develop the said Plot by constructing thereon a building for residential and commercial use and in pursuance thereof have submitted plans of the aforesaid building to the Corporation which has issued its Commencement Certificate dated 8th January 2019, bearing Reference No. CIDCO/BP-16057/TPO(NM&K)/2018/3691 and has inter alia permitted the Builders to develop the said Plot by constructing thereon a building consisting of ground plus ten upper floors comprising of 40 residential and 5 commercial units upon the terms and conditions contained therein. A copy whereof is annexed hereto and marked as **Annexure “A”**
- G.** The Building(s) being constructed by the Builders on the Plot shall be known as **"TEJAS AMBIENCE"**
- H.** A copy of Certificate of Title Certificate issued by **Mr. Onkar Gupte**, Advocate and Solicitor is annexed hereto and marked as **Annexure “B”**
- I.** By virtue of the aforesaid Tri-Partite Agreement, the Builders have the sole and exclusive right to develop the said Plot and sell the Flats and Shops in the building to be constructed by the Builders on the said Plot and to enter into Agreement/s with the purchaser(s) of above Flats and Shops and to receive the sale consideration in respect thereof
- J.** The Builders have entered into a standard agreement with Architect **Dessin 2000** and Structural Engineer **B.S. Sukthankar & Associates** and/or may engage some other Architect in respect of the said Project in the future and enter into an agreement with such Architect and Structural Engineer.
- K.** The Purchaser/s approached the Builders in order to purchase a Flat/Shop in the building being constructed by the Builders on the said Plot and in respect

thereof demanded from the Builders and the Builders have given to the Purchaser(s) inspection of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Architect **Dessin 2000** & Structural Engineers **B.S. Sukthankar & Associates** and Title Certificate issued by the **Advocate and Solicitor Mr. Onkar Gupte** and all 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 Rules and Regulations made there under and has satisfied himself / herself about the title of the Builders to the said Plot and its right to develop the same. The Purchaser(s) hereby declares that he/she has satisfied himself / herself about the title of the Builders to the said Plot 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.

- L.** Upon satisfying himself / herself / themselves about the nature of title of the Builders in the said Plot, the plans and specifications and the amenities being offered by the Builders, the Purchaser(s) offered the Builders to sell to her/him/them **Flat/Shop** No _____, on the _____ **Floor**, of the building being constructed by them on the said Plot in the building project to be known as “**Tejas Ambience**” 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 Unit**”) for the consideration of Rs. _____/- (Rupees _____ Only) which offer has been accepted by the Builders. The authenticated copies of the plans and specifications of the said Unit agreed to be purchased by the Purchaser/s as sanctioned and approved by the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as “**the**

Corporation”) are annexed and marked as **Annexure “C” hereto**. A List of Amenities to be provided by the Builders in the said Unit are set out in **Annexure “D” hereto**.

- M.** The Purchaser/s also agrees that the total consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST 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 Unit.
- N.** The Builders intends to register the said Project under the Real Estate Act with the Real Estate Regulatory Authority (hereinafter referred to as “**the said Authority**”)
- O.** Under Section 13 of the Real Estate Act, the Builders are required to execute a written Agreement for sale in respect of the said Unit 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 Builders hereby agree to sell and the Purchaser/s hereby agree/s to purchase the said Unit and covered parking (if applicable).
- P.** The carpet area of the said Unit means net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Unit.

Q. The parties hereto are desirous of recording the terms and conditions of the sale of the said Unit by the Builders 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. DEVELOPMENT OF THE SAID PLOT:

The Builders shall construct building on all that piece and parcel of land bearing Plot No. 183, admeasuring about 1150 sq. mtrs., lying being and situate at Sector- 23, Ulwe, Navi Mumbai and more particularly described in the First Schedule herein under written (hereinafter referred to as “**the said Plot**”) in accordance with the plans, designs and specifications approved and sanctioned by the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as “**the Corporation**”) and as 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**”) and which the Purchaser(s) herein has seen and approves with only such variations and modifications as the Builders may consider necessary or as may be required by the Corporation or any other authority. The Purchaser(s) hereby further agrees and consents for any other variation or modification which the Builders may consider necessary provided the same is approved by the competent authority.

2. THE SAID PROJECT/ THE SAID UNIT:

The Purchaser(s) hereby agrees to purchase and acquire Flat/Shop No._____, on _____ **Floor**, of the building being constructed by the Builders on the said Plot and to be known as **“Tejas Ambience”**, admeasuring _____**sq.mtrs. carpet area (equivalent to _____ sq.ft.)** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as **“the said Unit”**) for a total consideration of **Rs._____/- (Rupees _____ Only)** and on the terms and conditions hereinafter appearing. The internal design of the Unit is as per the drawings of plans shown and verified by the Purchaser(s), which are annexed herewith.

3. APPLICABILITY OF THE PROVISIONS OF RERA:

- 3.1 This Agreement for Sale shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the Real Estate Act”**) and the Ownership Flats Act or any amendment therein or re-enactment thereof for the time being in force
- 3.2 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 Builders 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. CONSIDERATION / TAXES / SCHEDULE OF PAYMENT / TIME BEING THE ESSENCE:

4.1 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 Ambience”** 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 C 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

4.2 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 Builder on completion of 1st slab

b) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 2nd slab

c) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 3rd slab

d) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 4th slab

e) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 5th slab

f) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 6th slab

g) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 7th slab

h) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 8th slab

i) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 9th slab

j) Rs _____/- (Rupees _____ only) to be paid to the Builder on completion of 10th slab

k) Rs _____/- (Rupees _____ only) to be paid to the Builder 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.
- (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..

4.3 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.

- 4.4 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.
- 4.5 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 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.

- 4.6 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. FLOOR SPACE INDEX (FSI)/ DEVELOPMENT IN PHASES:

- 5.1 The Builders hereby declares that the Floor Space Index available as on date in respect of the said Plot is 1725 Sq. Mtrs. only and the Builders has planned to carry out development in two or more phases and the Purchaser/s has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Builders by utilizing the above FSI and on the understanding that the above FSI shall belong to the Builders only.

6. CONSEQUENCES OF DELAY BY BUILDERS OR PURCHASER/S

- 6.1 If the Builders fails to abide by the time schedule for completing the Project and handing over the possession of the said Unit to the Purchaser/s, the Builders agrees to pay to the Purchaser/s, who does not intend to withdraw from the said 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 Unit. The Purchaser/s agrees to pay to the Builders, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Builders under the terms of this Agreement for Sale from the date the said amount is payable by the Purchaser/s to the Builders.

7. DEFAULT BY PURCHASER/S:

- 7.1 Without prejudice to the right of Builders 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 Builders 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 installments, the Builders may at their sole option, be entitled to terminate this Agreement for Sale Provided that the Builders 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 its intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate this Agreement for Sale. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Builders within the period of notice then at the end of such notice period, the Builders shall be entitled to terminate this Agreement for Sale Provided further that upon termination of this Agreement for Sale as aforesaid, the Builders 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 Builders) within a period of thirty days of the termination, the installments of sale consideration of the said Unit which may till then have been paid by the Purchaser/s to the Builders.

8. CANCELLATION/TERMINATION OF AGREEMENT:

- 8.1 If the Purchaser/s requests the Builders to cancel this Agreement for any reason whatsoever and offers to surrender the said Unit, the Builders may at its option accept the offer of surrender by the Purchaser/s pursuant to which

the Builders shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Builders to purchase the said Unit 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 Builders under this Agreement (excluding statutory amounts) to the Purchaser/s (but without any interest, compensation, damages or costs) after the Builders sells the said Unit 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 Builders as aforesaid is more than the amount paid by the Purchaser/s to the Builders, then the Purchaser/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.

- 8.2 In the event the Builders terminates this Agreement in terms of Clause 7.1 on account of failure of the Purchaser/s to rectify the breaches committed by him/her/them, then the Builders shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Builders to purchase the said Unit 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.

9. FIXTURES AND FITTINGS:

- 9.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Builders in the said Unit as are set out in **Annexure 'E'**, annexed hereto.

10. POSSESSION:

- 10.1 The Builders shall give possession of the said Unit to the Purchaser/s on or before **31st December 2022** If the Builders fails or neglects to give possession

of the said Unit to the Purchaser/s by the aforesaid date then the Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Unit with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the Builders received the sum till the date the amounts and interest thereon is repaid. Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of the possession of the said Unit on the aforesaid date, if the completion of building in which the said Unit 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.

- 10.2 Procedure for taking possession- The Builders 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 Unit 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 Builders shall give possession of the said Unit to the Purchaser/s. The Builders agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builders. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builders or association of said Purchaser/s, as the case may be. The Builders 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.
- 10.3 Failure of the Purchaser/s to take Possession of said Unit: Upon receiving a written intimation from the Builders as per clause 10.2, the Purchaser/s shall take possession of the said Unit from the Builders by executing necessary

indemnities, undertakings and such other documentation as prescribed in this Agreement and the Builders shall give possession of the said Unit to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 10.2 such Purchaser/s shall continue to be liable to pay maintenance and other charges, taxes and other amounts demanded by the Builders along with 18 % interest thereon as may be fixed by the Builders.

- 10.4 On getting the Occupancy Certificate, the Builders may handover possession of the said unit to the Purchaser/s even though electricity and water supply have not commenced by the respective by the respective competent authorities. The Purchaser/s shall not be entitled to raise any claim/ demand on the Builders for the delay in getting the supply of electric and water. On the Builders offering possession of the said unit to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

11. STRUCTURAL DEFECTS OF WORKMANSHIP OR SERVICE

- 11.1 If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Builders any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builders 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 Builders, compensation for such defect in the manner as provided under the Real Estate Act Provided that the liability of the Builders 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.

12. FORMATION OF SOCIETY/ASSOCIATION/LIMITED COMPANY/ CONVEYANCE:

- 12.1 The Purchaser/s along with other purchasers of units in the building shall soon after sale of 51% or more of units in the said Project, join in forming and registering the Society or Association or a Limited Company to be known by such name as the Builders 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 Builders within seven days of the same being forwarded by the Builders to the said Purchaser/s, so as to enable the Builders to register the common organization 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. Any delays in signing and handing over of documents by the Purchaser/s to the Builders shall not constitute default of the Builders and the prescribed time period shall stand extended accordingly. The Purchaser/s shall be liable to be expelled from the Society/ Association/ Limited Company if the Purchaser/s defaults in making timely payments or violates

this deed in any manner. For such expulsion the termination letter from the Builders shall be sufficient document.

- 12.2 The Builders shall, within three months after obtaining the occupancy certificate from the Corporation of the building completed last in the said Project cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the Builders in the said Project save and except the unsold units in the Building, which the Builders shall be entitled to sell to third party purchasers and/ or deal with them in such manner as the Builders deem it fit.

13. MAINTENANCE OF SOCIETY/ ASSOCIATION/ LIMITED COMPANY

- 13.1 Within 15 days after notice in writing is given by the Builders to the Purchaser/s that the said Unit is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share 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 Society/ Association/ 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 Builders 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 Builders provisional monthly contribution which shall be informed by the Builders to the Purchaser/s at the time of handing possession of the said Unit towards the outgoings or such

incremental amount. The monthly contribution of Rs._____/ - shall be payable in advance for such period as may be informed by the Builders to the Purchaser/s. The amounts so paid by the Purchaser/s to the Builders shall not carry any interest and remain with the Builders 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.

- 13.2 The Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Builder, the following amounts:- (i) Rs._____/ - for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs._____/ - for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs._____/ - for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.(iv) Rs._____/ - for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs._____/ - For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs._____/ - for deposits of electrical receiving and Sub Station provided in Layout.

14. LEGAL COSTS/CHARGES/EXPENSES:

- 14.1 The Purchaser/s shall pay to the Builders a sum of **Rs.**_____/ - for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Builders in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

15. STAMP DUTY AND REGISTRATION CHARGES:

- 15.1 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 Builders, 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.

16. UNSOLD UNITS IN SAID PROJECT:

- 16.1 The Builders shall be admitted as a member of the Society/ Association/ Limited Company in respect of unsold units upon registration of the Society/ Association/ Limited Company .
- 16.2 The Builders shall be entitled to sell the unsold units in the said Project without permission or consent of the Society/ Association/ Limited Company and the members of the Society/ Association/ Limited Company. The prospective Purchaser/s of such unsold units shall be admitted by the Society/ Association/ Limited Company as members and no objection shall be raised either by the Society/ Association/ Limited Company or the then members or the Society/ Association/ Limited Company.
- 16.3 The Purchaser/s or the Society/ Association/ Limited Company shall not be entitled to demand any transfer charges or any other sum of money by whatever name called for the transfer of the unsold units by the Builders to the prospective Purchaser/s from the Builders or the prospective Purchaser/s.
- 16.4 The Builders shall be entitled to car parking reserved for the unsold units by the Builders and the Society/ Association/ Limited Company or Purchaser/s shall not stake claim on such parking.
- 16.5 The unsold car parking spaces in the said Project shall be reserved for the unsold units of the Builders and the Builders shall be entitled to deal with

such unsold car parking spaces as they deem fit and the Society/ Association/ Limited Company shall not object to the same.

- 16.6 The Builder shall be entitled to mortgage all or any of the unsold units in the said Project with financial institutions without any separate NOC from Society or the members of Society.
- 16.6 The Builders shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused Unit in the said building before or after the formation of the Society/ Association/ Limited Company. The Builders shall, however, bear and pay the Property Taxes.
- 16.7 The Builders is entitled to all the rights of a member of Society/ Association/ Limited Company i.e. right to attend meetings, right to vote in the meeting etc. until they cease to be a member after selling all the unsold units or otherwise.

17. REPRESENTATIONS AND WARRANTIES OF THE BUILDERS:-

- 17.1 The Builders hereby represents and warrants to the Purchaser/s as follows:
- i.) The Builders have clear and marketable title with respect to the said Plot as declared in the title report annexed to this Agreement and have 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 said Project;
 - ii.) The Builders have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said 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 said 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 said Project, the said Plot and said building/wing shall be obtained by following due process of law and the Builders has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, the said Plot, building/wing and common areas;
- vi.) The Builders have 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 Builders have 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 said Project and the said Unit which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- viii.) The Builders confirms that the Builders are not restricted in any manner whatsoever from selling the said Unit 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 Purchaser/s the

Builders shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser/s;

- x.) The Builders 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 Builders in respect of the said Plot and/or the project except those disclosed in the title report.

18. COVENANTS OF THE PURCHASER/S:

18.1 The Purchaser/s or himself / themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Builders as follows :-

- i.) To maintain the said Unit at the Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit 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 Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.

- ii.) Not to store in the said Unit 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 Unit 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 Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit 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/ her own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Unit is situated or the said Unit 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 Unit 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 Unit or any part thereof,

nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit 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 Unit 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 Unit.

- 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 Unit 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 Unit in the compound or any portion of the said Plot and the building in which the said Unit is situated.
- vii.) Pay to the Builders within fifteen days of demand by the Builders, 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 Unit 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 Unit 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 Unit until all the dues payable by the said Purchaser/s to the Builders 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 Unit 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 Unit 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 Unit is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Builders 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 Unit, the Purchaser/s shall not carry out any construction, alteration or addition in the said Unit Provided that in the event the Purchaser/ s carries out any construction, alteration or addition in the said Unit during the aforesaid period, then the Builder shall not be

liable for any defect including any structural in workmanship, quality or provision of services or any other obligation of the Builder 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 shall be entitled to construct, alter or add anything in the said Unit after the period of five years aforesaid only after seeking permission from the concerned authorities and/ or as per law.

xiii.) The Purchaser/s hereby gives his consent and/or no objection to the Builders to utilize the balance FSI of 1.09 Sq. Mtrs. over the said Plot in such manner as the Builders deem it fit.

xiv. The Purchaser/s hereby gives his consent and/ or no objection to the Builders to form a common society/ association/ company for maintaining the development carried out over the said Plot and/ or the adjacent plots.

19. SEPARATE ACCOUNT:

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

20. AGREEMENT TO PURCHASE UNIT:

20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit 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 Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces,

will remain the property of the Builders until the said structure of the building is transferred to the Society/ Association/ Limited Company or other body and until the said Plot is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. MORTGAGE/ CHARGE:

21.1 After the Builders executes this Agreement he shall not mortgage or create a charge on the said Unit 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 Unit.

22. BINDING EFFECT:-

22.1 Forwarding this Agreement to the Purchaser/s by the Builders does not create a binding obligation on the part of the Builders 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 Builders. If the Purchaser/s(s) fails to execute and deliver to the Builders 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 Builders, then the Builders shall serve a notice to the Said 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 Unit as and by way of liquidated damages.

23. ENTIRE AGREEMENT:

23.1 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 Unit.

24. RIGHT TO AMEND

24.1 This Agreement may only be amended through written consent of the Parties.

25. APPLICABILITY:

25.1 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

26. SEVERABILITY:

26.1 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 there under 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 there under 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

27.1 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 Unit to the total carpet area of all the units in the Project.

28. FURTHER ASSURANCES:

28.1 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.

29. PLACE OF EXECUTION:

29.1 The execution of this Agreement shall be complete only upon its execution by the Builders through its authorized signatory at the Builders' Office, or at some other place, which may be mutually agreed between the Builders and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Builders 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.

30. REGISTRATION:

30.1 The Purchaser/s and/or the Builders 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 Builders will attend such office and admit execution thereof.

31. NOTICE:

31.1 That all notices to be served on the Purchaser/s and the Builders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Builders 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 Builders : **M/s. Tejas Enterprises**

The Builders' Address : 1805, 18th Floor, The Ambience Court, Plot No - 2,
Sector - 19D, Opp. RTO Office, Vashi, Navi Mumbai – 400705.

Notified Email ID : admin@tejasinfratech.com

It shall be the duty of the Purchaser/s and the Builders 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 Builders or the Purchaser/s, as the case may be.

32. STAMP DUTY AND REGISTRATION CHARGES:

32.1 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.

33. JURISDICTION:

33.1 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 Builders.

IN WITNESS WHEREOF the Parties have hereto set and subscribed their respective hands and seals the day and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot No. 183, admeasuring about 1150 sq. mtrs., lying being and situate at Sector 23, Ulwe, Navi Mumbai , Taluka Panvel, District - Raigad and bounded as follows that is to say:-

On or towards the North by	:	Proposed 9 mtr.wide road
On or towards the South by	:	Plot No.199
On or towards the East by	:	Proposed 15.0 mtr wide road
On or towards the West by	:	Plot No.182

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. , on ____ **Floor**, admeasuring ____ **sq.mtrs.** carpet area (equivalent to _____ Sq. Ft.) in the building to be known as “Tejas Ambience” lying being and situate on the land more particularly described in the First Schedule hereinabove, Plot No. 183, admeasuring about 1150 sq. mtrs., lying being and situate at Sector-23, Ulwe, Navi Mumbai .

THE THIRD SCHEDULE HEREINABOVE REFERRED

List of Amenities

INWITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and the day first hereinabove written.

SIGNED SEALED AND DELIVERED	]
by the withnamed BUILDERS	]
M/s. TEJAS ENTERPRISES	]
Through its Proprietor	]
MR. SANGRAM VILASRAO PATIL	]
In the presence of	]
1.	]
2.	]
SIGNED SEALED AND DELIVERED	]
By the withnamed PURCHASERS	]
_____	]
_____	]
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 AMBIENCE”, Plot No.183, Sector-23, Ulwe, Navi Mumbai,
on or before execution of these presents paid by him/ her/ them to us.

Date	Cheque. No.	Bank	Amount
		Total	Rs./-

I SAY RECEIVED

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

Copies of the sanctioned and approved plans and specifications of the said

Premises agreed to be purchased by the Purchaser/s

Annexure “D”

Amenities

ANNEXURE “D”**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 hot water geyser.

DOOR

- Decorative type main door with wooden frame.
- Good quality fittings and fixtures.
- Flush door with marble 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 installation in each flat.

WATER TANK

- Underground and overhead-with adequate storage capacity.

TERRACE GARDEN-

- Special water proof treatment with China chips

FITNESS CENTRE * YOGA & MEDITATION CENTRE

- Reputed company machines and equipments.

LIFT

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

SECURITY

- Security cameras at every main entrance lobby & doors.
- Intercom facility door to door.
- Watchmen cabin at entrance.