

AGREEMENT FOR SALE

TALUKA: PANVEL, DIST. RAIGAD.

BUILDING CONSISTS : GROUND + 7 FLOORS

NATURAL TERRACE IN SQ MTRS

SALE PRICE : RS /-**STAMP DUTY** : RS. /-**REGISTRATION FEE** : RS. /-

THIS AGREEMENT FOR SALE made and entered at Taloja, Navi Mumbai, on this ____ day of _____, 2020 between "M/S. S. M. HITECH", a Partnership Firm, through its Partners **1) MR. IQBAL AHMED DEDRANI, 2) MR. ALLAH RAKHA IQBAL DEDRANI, 3) MR. SHAMSUDDIN SUBHANI PATEL, 4) MR.**

AZARUDDIN KHAMRUDDIN PATEL, 5) MR.IRFAN SHAMSUDDIN PATEL, having office at **Row House, Plot No E-23, Near Prime Mall, Sector-12, Kharghar, Navi Mumbai.** Hereinabove referred to as **"THE DEVELOPERS/BUILDERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include its, their heirs, executors, administrations and assigns) of the **ONE PART**

AND

MR._____ (PAN NO.), Indian Inhabitant, residing at: Hereinafter referred to as the **PURCHASER/S** (which expression shall unless repugnant to the context or meaning thereof deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART.**

DESCRIPTION OF PROPERTY

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<u>SHOP/FLAT NO.</u>	<u>FLOOR</u>	<u>PLOT NO</u>	<u>SECTOR</u>
		14	26
BUILDING		: "SM SAI"	
NODE		: TALOJA, NAVI MUMBAI,	
CARPET AREA IN SQ.MTRS.		: _____ SQ MTRS	
ENCLOSED BALCONY IN SQ.MTRS		: _____ SQ MTRS	
SERVICE AREA IN SQ. MTRS.		: _____SQ MTRS	
NON ACCESSIBLE CHAJJA IN AQ MTRS		: _____ SQ MTRS	
NATURAL TERRACE IN SQ MTRS		: _____ SQ MTRS:	

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BUILDING CONSISTS: GROUND + 7 FLOORS

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SALE PRICE: Rs. _____/- (Rupees: _____)

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WHEREAS;

1. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company Incorporated under the Companies Act. 1956 (1 of 1956) and having its registered Office at Nirmal 2nd Floor, Nariman Point, Mumbai-400 021, (hereinafter referred to as the Corporation) 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 powers under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act. 1956 (hereinafter referred to as the said M.R & T.P.Act).
2. The State Government of Maharashtra has been acquiring lands pursuant to Section 113-A of the said Act and is vesting such lands in Corporation for its development and disposal, on such terms & Conditions, stipulations, covenants and for a consideration as the Corporation may decide from time to time.
3. The Corporation in the due process of its working acquired some agricultural land at Village Taloja belonging to 1) SHRI KASHINATH DHARMA PATIL, 2) SHRI. ANANTA DHARMA PATIL, 3) SHRI. SURESH DHARMA PATIL, 4) SMT. JIJABAI KASHINATH MHATRE, 5) SMT. LEELABAI RAMU BHOPI, 6) SMT. KALPANA MADAN BHANDARI, 7) SMT. BEBI JANARDAN PATIL, 8) KUM. PRATIK JANARDAN PATIL, 9) KUM.NILESH JANARDAN PATIL.10) KUM. REENA JANARDAN PATIL.11) SMT. MEENAKSHI JANARDAN PATIL. 12) SMT. BINDIYA JANARDAN PATIL. 13) SMT. SUNITA RAMDAS PATIL@ SUNITA VISHWAS GONDHALI.14) SMT.BEBI RAMDAS PATIL. 15) SHRI SUNIL RAMDAS PATIL.16) SHRI. DHANANJAY RAMDAS PATIL. 17) SMT. YESHUBAI ATMARAM PATIL. 18) SHRI KALU@ KALURAM LADKU MHATRE. Residing at: At- Taloja, Tal- Panvel, Dist – Raigad, The Corporation acquired the said land for the development of Navi Mumbai projects.
4. The Corporation prepared a layout of plot at Taloja, Tal. Panvel, Dist. Raigad, for its allotment to land affected people.
5. The Corporation by its allotted Plot No.14, admeasuring about 850.48 Sq. Mtrs. area, situated in Sector-26, at Taloja, Tal. Panvel, Dist. Raigad (hereinafter referred to as

"Said Plot") under 12.5% Gaothan Expansion Scheme to 1) SHRI. KASHINATH DHARMA PATIL, 2) SHRI. ANANTA DHARMA PATIL, 3) SHRI. SURESH DHARMA PATIL, 4) SMT. JIJABAI KASHINATH MHATRE, 5) SMT. LEELABAI RAMU BHOPI, 6) SMT. KALPANA MADAN BHANDARI, 7) SMT. BEBI JANARDAN PATIL, 8) KUM. PRATIK JANARDAN PATIL, 9) KUM. NILESH JANARDAN PATIL, 10) KUM. REENA JANARDAN PATIL, 11) SMT. MEENAKSHI JANARDAN PATIL, 12) SMT. BINDIYA JANARDAN PATIL, 13) SMT. SUNITA RAMDAS PATIL @SUNITA VISHWAS GONDHALI 14) SMT. BEBI RAMDAS PATIL, 15) SHRI. SUNIL RAMDAS PATIL, 16) SHRI. DHANANJAY RAMDAS PATIL, 17) SMT. YESHUBAI ATMARAM PATIL. 18) SHRI. KALU @ KALURAM LADKU MHATRE **hereinafter** called and referred to as the "Original Licensee". The said Plot of land is hereinafter referred to as the SAID PROPERTY.

6. The Corporation on 29/03/2019 executed an Agreement to Lease 1) SHRI. KASHINATH DHARMA PATIL, 2) SHRI. ANANTA DHARMA PATIL, 3) SHRI. SURESH DHARMA PATIL, 4) SMT. JIJABAI KASHINATH MHATRE, 5) SMT. LEELABAI RAMU BHOPI, 6) SMT. KALPANA MADAN BHANDARI, 7) SMT. BEBI JANARDAN PATIL, 8) KUM. PRATIK JANARDAN PATIL, 9) KUM. NILESH JANARDAN PATIL, 10) KUM. REENA JANARDAN PATIL, 11) SMT. MEENAKSHI JANARDAN PATIL, 12) SMT. BINDIYA JANARDAN PATIL, 13) SMT. SUNITA RAMDAS PATIL @SUNITA VISHWAS GONDHALI 14) SMT. BEBI RAMDAS PATIL, 15) SHRI. SUNIL RAMDAS PATIL, 16) SHRI. DHANANJAY RAMDAS PATIL, 17) SMT. YESHUBAI ATMARAM PATIL. 18) SHRI. KALU @ KALURAM LADKU MHATRE the Original Licensees and by a separate possession letter placed them in peaceful and vacant possession of the said Plot No.14, admeasuring about 850.48. Sq. Mtrs. area situated in Sector-26, at Taloja, Tal. Panvel, Dist. Raigad. The Agreement to Lease is duly registered in the Office at Joint Sub-Registrar Panvel-2, under document Sr. No.4301-2019 & Receipt No.5094 dated 05/04/2019.
7. The Original Licensees 1) SHRI. KASHINATH DHARMA PATIL, 2) SHRI. ANANTA DHARMA PATIL, 3) SHRI. SURESH DHARMA PATIL, 4) SMT. JIJABAI KASHINATH MHATRE, 5) SMT. LEELABAI RAMU BHOPI, 6) SMT. KALPANA MADAN BHANDARI, 7) SMT. BEBI JANARDAN PATIL, 8) KUM. PRATIK JANARDAN PATIL, 9) KUM. NILESH JANARDAN PATIL, 10) KUM. REENA JANARDAN PATIL, 11) SMT. MEENAKSHI JANARDAN PATIL, 12) SMT. BINDIYA JANARDAN PATIL, 13) SMT. SUNITA RAMDAS PATIL @SUNITA VISHWAS GONDHALI 14) SMT. BEBI RAMDAS PATIL, 15) SHRI.

SUNIL RAMDAS PATIL, 16) SHRI. DHANANJAY RAMDAS PATIL, 17) SMT. YESHUBAI ATMARAM PATIL. 18) SHRI. KALU @ KALURAM LADKU MHATRE had sold said Plot No.14 to **M/S. S. M. HITECH**", through its Partners **1) MR. IQBAL AHMED DEDRANI, 2) MR. ALLAH RAKHA IQBAL DEDRANI, 3) MR. SHAMSUDDIN SUBHANI PATEL, 4) MR. AZARUDDIN KHAMRUDDIN PATEL, 5) MR. IRFAN SHAMSUDDIN PATEL**, therein referred to as "The New Licensees" as per the Tripartite Agreement dated 02/07/2019, which was duly registered at Joint Sub Registrar Panvel-2, under document Sr. No.8299-2019 & Receipt No.9683 dated 02/07/2019, thereby original licensees 1) SHRI. KASHINATH DHARMA PATIL, 2) SHRI. ANANTA DHARMA PATIL, 3) SHRI. SURESH DHARMA PATIL, 4) SMT. JIJABAI KASHINATH MHATRE, 5) SMT. LEELABAI RAMU BHOPI, 6) SMT. KALPANA MADAN BHANDARI, 7) SMT. BEBI JANARDAN PATIL, 8) KUM. PRATIK JANARDAN PATIL, 9) KUM. NILESH JANARDAN PATIL, 10) KUM. REENA JANARDAN PATIL, 11) SMT. MEENAKSHI JANARDAN PATIL, 12) SMT. BINDIYA JANARDAN PATIL, 13) SMT. SUNITA RAMDAS PATIL @SUNITA VISHWAS GONDHALI 14) SMT. BEBI RAMDAS PATIL, 15) SHRI. SUNIL RAMDAS PATIL, 16) SHRI. DHANANJAY RAMDAS PATIL, 17) SMT. YESHUBAI ATMARAM PATIL. 18) SHRI. KALU @ KALURAM LADKU MHATRE have transferred and assigned all their rights, title and interest in the above said Plot No.16 to the New Licensees **M/S. S. M. HITECH**", through its Partners **1) MR. IQBAL AHMED DEDRANI, 2) MR. ALLAH RAKHA IQBAL DEDRANI, 3) MR. SHAMSUDDIN SUBHANI PATEL, 4) MR. AZARUDDIN KHAMRUDDIN PATEL, 5) MR. IRFAN SHAMSUDDIN PATEL** and on the receipt of adequate amount consideration handed over the vacant peaceful and physical possession of the said Plot to **M/S. S. M. HITECH**", through its Partners **1) MR. IQBAL AHMED DEDRANI, 2) MR. ALLAH RAKHA IQBAL DEDRANI, 3) MR. SHAMSUDDIN SUBHANI PATEL, 4) MR. AZARUDDIN KHAMRUDDIN PATEL, 5) MR. IRFAN SHAMSUDDIN PATEL**. The CIDCO Ltd. had transferred said Plot No.14 in favor of New Licensees to **M/S. S. M. HITECH**", through its Partners **1) MR. IQBAL AHMED DEDRANI, 2) MR. ALLAH RAKHA IQBAL DEDRANI, 3) MR. SHAMSUDDIN SUBHANI PATEL, 4) MR. AZARUDDIN KHAMRUDDIN PATEL, 5) MR. IRFAN SHAMSUDDIN PATEL**. as per Final Order vide its Ref. No. CIDCO/VASAHAT/SATYO/ TALOJA/304/2019/6698 dated 28/08/2019.

8. The said New Licensees to **M/S. S. M. HITECH**", through its Partners **1) MR. IQBAL AHMED DEDRANI, 2) MR. ALLAH RAKHA IQBAL DEDRANI, 3) MR. SHAMSUDDIN SUBHANI PATEL, 4) MR. AZARUDDIN KHAMRUDDIN PATEL, 5) MR. IRFAN SHAMSUDDIN PATEL.**, has submitted plans to **CIDCO LTD.**, for the construction of residential (Residential -40 units, Commercial -10 Units) G+7 building on the said Plot No.14 and it were sanctioned and issued Development Permission & Commencement Certificate vide its Ref. No. CIDCO/BP-17168/TPO (NM&K)/2019/6066 dated 05/12/2019.
9. The Developer, through their Architect **'MR. ATUL PATEL ARCHITECTS, having address at 1209, THE LANDMARK, PLOT NO 26/A, SECTOR-7, NEAR THREE STAR HOTEL, KHARGHAR.** have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential cum Commercial Building on the said plot (hereinafter referred to as the said Layout). The Developers have submitted to the CIDCO Ltd. and other authorities the building plans, specifications and designs for the said plot. The CIDCO Ltd. has sanctioned the Building plans, specifications and designs submitted by the Promoters and granted its Commencement Certificate and Development permission vide its letter dated 05/12/2019, having reference no. CIDCO/BP-17168/TPO (NM&K)/2019/6066 to construct a Residential Building of Ground + 7 floors. The copy of the said Commencement Certificate dated 05/12/2019 is annexed hereto and marked as **Annexure "A"**. The Purchaser/s is / are informed and is aware and hereby accepts that the Promoters are free and entitled to amend and/or modify the said plans and add to the said Building/ Complex as may be possible and permissible provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat/ Shop agreed to be purchased by the Purchaser/s hereunder.
10. The Developers have appointed **M/S. B.S. SUKHTANKAR & ASSOCIATES** as RCC Consultants and have entered into standard Agreement for carrying out construction of the said Building and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s. The Developer have also appointed **MR. SHRIDHAR SHIVARAM ACHARI** as the **Chartered Accountant**

to maintain the accounts for the said Project and issue proportionate completion certificate for the work completed by the Promoters for withdrawal of amounts from the separate Bank Account specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.

11. The said Project is an ongoing Project as on "S. M. HITECH" and the Promoters shall apply for the registration of the said Layout forming the part of the said Project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.
12. a) The Purchaser has demanded and the Promoters have given to the Purchaser/s inspection of the following documents:-
 - i. Agreement to Lease dated 29/03/2019.
 - ii. Tripartite Agreement dated 01/07/2019.
 - iii. CIDCO's Final Order dated 28/08/2019
 - iv. Commencement Certificate dated 05/12/2019.
 - v. All other relevant documents, letters, papers and writings referred to herein.b) All plans sanctioned by the CIDCO Ltd. and other authorities, the designs, specifications etc., submitted to CIDCO Ltd., and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under, including the Commencement Certificate dated 05/12/2019.
- c) The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters have given to him/her / them and get him/her / them satisfied.
13. The Building being constructed on the said Plot shall be known as **"SM SAI"**.
14. The Purchaser/s is/are in search of flat/shop for residential/commercial use and has approached the builder herein.
15. After negotiation the Builder have decided to sell Flat/Shop No. on Floor, admeasuring _____ **SQ MTRS, ENCLOSED BALCONY: _____ SQ.MTRS, SERVICE AREA: _____ SQ. MTRS, NON ACCESSIBLE CHAJJA: _____SQ MTRS, NATURAL TERRACE: _____ SQ MTR** in building known as **"SM SAI"**, Building on the said Plot No.14, situated in Sector-26, at Taloja, Tal. Panvel, Dist. Raigad, to

purchaser/s for a total consideration of **Rs. /- (Rupees :)** .The Purchaser/s has/have examined the title of the Builder/Developer for the said plot and has/have satisfied himself/herself/themselves about the same.

16. The parties have decided the terms and conditions agreed upon between themselves in writing.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, and other relevant documents required to be given by the Promoters/s under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the CIDCO Ltd. and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of the all documents / correspondence with CIDCO Ltd. / other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd. / other concerned authorities or the Promoters.

3. **ADDITIONS AND ALTERATION:**

The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the CIDCO Ltd. and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be required by CIDCO Ltd. / other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4. **SALE OF PREMISES AND PAYMENT CONDITIONS:**

4 (a) The Purchaser/s hereby agree/s to purchase Flat/Shop No on the Floor, admeasuring about _____ **SQ MTRS, ENCLOSED BALCONY IN SQ.MTRS:_____ SQ.MTRS SERVICE AREA IN SQ. MTRS:_____ SQ. MTRS, NON ACCESSIBLE CHAJJA:_____SQ MTRS, NATURAL TERRACE:_____ SQ MTRS** in the Building/ Project known as "**SM SAI**" which is to be constructed on the said plot and *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs./- (Rupees:)** (including_____). As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto & marked as **ANNEXURE "E"** (Time being essence of the contract). The above consideration does not include various other charges, expenses

more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then Promoters shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of

Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone

5. The Builder/Developer herein shall sell the said Shop/ Flat No. on ____ Floor, admeasuring ____ **SQ MTRS, ENCLOSED BALCONY IN SQ.MTRS:____ SQ.MTRS SERVICE AREA IN SQ. MTRS: ____ SQ. MTRS, NON ACCESSIBLE CHAJJA: ____SQ MTRS, NATURAL TERRACE: ____ SQ MTRS** in building known as "**SM SAI**", Building on the said Plot No.14, admeasuring about 850.48 Sq. Mtrs. area, situated in Sector-26, at Taloja, Tal. Panvel, Dist. Raigad to the Purchaser/s for a total Lump-sum consideration of **Rs./- (Rupees:)** Payable as under:

- (a) **Rs. /- (RUPEES:)** paid on or before the execution of these present.
- (b) **RS. /-(RUPEES)** to be paid as per the schedule mentioned hereunder.

SR. NO.	SCHEDULE	AMOUNT (%)
1.	At The Time Of Booking	30%
2.	On Completion of Plinth	10%
3.	On Completion of 1 st Slab	07%
4.	On Completion of 2 nd slab	05%
5.	On Completion of 3 rd slab	06%
6.	On Completion of 4 th slab	06%
7.	On Completion of 5 th Slab	06%
8.	On Completion of 6 th Slab	06%
9.	On Completion of 7 th Slab	06%
10.	On Completion of 8 th Slab	06%
11.	On Commencement of Brick work	05%
12.	On commencement of Internal /outside Plaster	05%
13.	On possession	02%
	TOTAL	100%

TIME BEING ESSENCE OF CONTRACT the Agreement stand automatically cancelled if the PURCHASES fail to make the payment within time.

6. **IN CASE THE PURCHASER FAIL TO MAKE THE BALANCE PAYMENT, THEN AN INTEREST OF 24% PER ANNUM SHALL BE CHARGED FOR THE REMAINING PAYMENT, AND IN CONTINUATION OF THE DEFAULT, THE AGREEMENT CAN BE CANCELLED AT THE DISCRETION ON ACCOUNT OF ADMINISTRATIVE CHARGES, AND BALANCE SHALL BE PAID WITHIN 7 DAYS ON CANCELLATION OF THE AGREEMENT.**
7. **IT IS CLEARLY MENTIONED HEREIN THAT NON AVAILABILITY OF LOAN FROM THE FINANCIAL INSTITUTION SHALL NOT BE A CONDITION FOR MAKING DEFAULT THE INSTALLMENT OR PAYMENT TOWARDS THE SALE PRICE.**
8. The Promoters hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential which the Promoters have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoters shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing

Society is formed or Lease Deed / Deed of Assignment for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consent to the same. The Promoters shall, after consuming such balance and/or additional FSI TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

9. The Purchaser/s is / are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Lease Deed / Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building, within a stipulated period by Law. The Advocate for the Promoters shall prepare and engross and approve the Lease Deed/Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

10. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 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 Real Estate (Regulation And Development) Act, 2016 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.

11. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

12. The following are the charges excluding the aggregate price of the unit/flat/shop, which the purchaser has agreed to pay to the Developer.

- i. Stamp Duty, Registration and other charges payable to the concerned authorities.
- ii. Water connection charges and electricity connection charges.
- iii. Electricity cable laying charges.
- iv. Development charges for Land and Building and infrastructure charges.
- v. Legal Charges for documentation.
- vi. Transfer Fees
- vii. Water Resources Development charges.
- viii. Any other taxes, Cesses that shall be levied or become livable by CIDCO or any Government Authorities and also such other charges, escalations imposed by CIDCO or other Government Authorities.
- ix. Proportionate share of Property taxes.
- x. Share money; entrance Fee of the society or limited Company.
- xi. GST & any other taxes, cases that shall be levied or become livable by CIDCO or any other Government Authorities.

13. The developers have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement

prescribed by the Council of Architect and the Structural Engineer till the completion of the building.

14. The purchaser/s has/have approved the title of the builder/Developer to the said plot and also approved the list of amenities annexed herewith.
15. The parties agree that the time for payment is the essence of this agreement. Subject to the acts of God, drought, flood and any other natural calamity and/or war, restrictions by the Govt./CIDCO Ltd. or other public authority or any other act beyond the control of the builders, the builder agree to handover possession of the said premises to the purchaser/s on or before DECEMBER - 2022. The builder will give the intimation letter to the purchaser for possession. If the purchaser does not approach to the builder for possession then builder shall charge Maintenance charges up to possession. The Builder shall not incur any liability of any kind if the builder is unable to deliver possession of the said premises by the aforesaid date, if the completion of the said building is delayed by reason of non-availability of steel and/or electric power or by reason of war, civil commotion or any other act of God, or reasons beyond the control of the builder.
16. As soon as the builder notifies the building as complete, the purchaser/s herein shall pay the arrears payable by them within one week of such notice served individually. If the purchaser/s fails to pay arrears as per agreed terms & conditions aforesaid inspite of the notice, the Builder shall be entitled to terminate the agreement with the purchaser/s, and forfeit amount paid as advance to the builder.
17. The purchaser/s shall have no claim, save in respect of the particular premises hereby agreed to be acquired and the entire property including all open spaces, walls, parking place, lobbies, compound walls, staircase, terrace, unsold tenements etc. shall remain with and be the property of the builder who shall be entitled to deal with or dispose off the same in any manner they deem fit even after the property is completed in all respects and the possession and ownership of the property is transferred to the Co-operative housing Society.
18. Nothing contained in this agreement shall be construed so as to confer upon the purchaser/s any right, title or interest of any kind whatsoever into and over the said property or building or any part thereof in the said premises. Such confirmation shall

take place only on receipt of the total amount of consideration as stated hereinabove and when the purchaser is admitted as a member of the society.

19. The purchaser/s shall not sublet, sell, transfer, convey, mortgage, charge, encumber or deal with or dispose off or part with the said premises and/or assign, underlet or part with as aforesaid any of his/her/their interest under the benefit of this agreement until all the dues payable by them to the Builder under the agreement are fully paid up and that too only if the purchaser/s has not been guilty of breach of non observance of any of the terms and/or conditions of this agreement until they obtain the previous consent in writing of the Builder.
20. If the Builder shall get the benefit of additional floor space index (FSI) for construction from the concerned authority of CIDCO LTD. the Builder shall be at liberty to put up any number of additional floors over the above said building without compromising aesthetic value of the existing building, and also the disposal thereof before and/or after the formation of Co-operative Housing Society. The purchaser will not be entitled to any rebate and /or concession in the price of their premises on account of the construction of the additional floors in the buildings and/or changes, alteration and additional floors in the buildings and/or changes, alteration and additions made in the said building before and/or after the formation of Co-operation Housing Society.
21. It is hereby agreed that the terraces and stilts of the said buildings shall belong to the Builders and they shall be entitled to deal with, dispose off the same to the prospective purchasers in the manner they deem fit by separate allotment letter.
22. The purchaser's has/have agreed to deposit maintenance for one year and shall deposit with the Builders as when demanded by the Builders the actual sum made up of the different amount mentioned herein and more particularly set out herein. However cable-laying charges as may be fixed by the Maharashtra State Electricity Board shall be shared proportionately by the purchaser/s in the said building and any other applicable charges. The Purchaser/s will pay GST & any other taxes arising in the future paid to the Developer as applicable.
23. This agreement shall always be subject to the terms of the agreement to lease and the lease deed to be executed with CIDCO Ltd. and the rules and regulations, if any

made by the City and Industrial Development Corporation of Maharashtra Ltd., and/or Government the said transaction.

24. The builder will give the intimation letter to the purchaser for possession if the purchaser not approached to the builder for possession then builder will charged maintenance charges up to possession & the builder will not liable to pay the unsold unit's maintenance charges.
25. This agreement shall always be subject to the provisions contained in the Maharashtra Flats Act, 1963 as amended up to date or Maharashtra State Co-operative Societies Act, 1960 or any other provisions of law applicable there to the event of the purchaser/s being desirous of adding, altering and/or deleting any item of work or Charge of amenities they shall give specific requirement in writing to the builder who shall get the same examined from their architects and within 15 days convey to the member the estimated extra costs or rebate thereof. All additions and alterations shall be carried out only upon the purchaser/s depositing with the Builders such extra differential amounts as May been estimated.
26. The Purchaser's has agreed to firm the society after sold all units of the said building by the developer.
27. The purchaser/s shall sign and execute all the necessary application papers, documents and do all acts, deeds and things as the Builders may require forming Co-operative Society in order to become members of the said Co-operative society formed by the Builder. No objection shall be taken by the purchaser/s if any changes or modifications are made in the byelaws as maybe required. The purchaser/s shall be bound from time to time to sign such other papers and documents and to do all other acts, things as the Builder may require them to do for safe guarding the interest of the Builders and the purchasers.
28. The purchaser/s shall observe and perform all the bye-laws and all the rules and regulations of the said Co-operative society and the purchaser/s shall pay the contribution regularly and punctually towards taxes and expenses and other out goings with the terms of this agreement.
29. The purchaser/s hereby agrees and undertakes to become a member of the said Co-operative and from time to time execute all applications for registration of Co-

operative society and other papers and documents necessary for the registration of the said Co-operative society.

30. The Purchaser/s hereby agree and undertake to fulfill all the conditions of CIDCO Ltd. to be member of the Society to be formed and also pay the required Transfer Fees pertaining to the Society to be paid to the CIDCO LTD and stamp Duty and Registration charges to be paid to Maharashtra Government.
31. After the formation of society additions or alterations in or about relating to the said building is thereafter required to be carried out by the Government/CIDCO Ltd., or any statutory body the same shall be carried out by the purchaser/s in co-operation with the other purchaser/s in the said building at their own costs and the Builders shall not in any manner be liable or responsible for the same.
32. The Builders shall keep the purchaser/s fully indemnified from and against any claim under or in respect of any mortgage or charge or encumbrances created by Builder and all costs, charges and expenses which the purchaser/s may suffer, incur or be put to their behalf.
33. Any delay or indulgence by the Builder in enforcing the payment terms of this agreement or any forbearance or giving of time to the purchaser/s shall not be created as a waiver on the part of the Builders of any breaches nor shall it in any manner prejudice the rights of the Builders.
34. Subject to the provisions contained hereinabove after the said building is complete and ready and fit for occupation and all the premises in the said building shall have been sold and disposed off by the Builders and after the Builders have received all dues payable under the terms of the agreement from the various purchaser/s the Builders shall ensure that all the purchaser/s become the member of the said society.
35. The PURCHASER/S have become fully satisfied about the title of the Developers to the said property and the PURCHASER/S shall not be entitled to further investigate the title of the Developers or to raise any objection with regards to any other matter relating thereto.
36. All the letters, receipt and/or notice to be served on the purchaser's as contemplated by this agreement shall be deemed to have been duly served and shall completely and effectively discharge the Builders if sent to the purchaser/s by registered post under certificate of posting to their address specified below:

MR.

ADD:

All disputes and differences arising out of or in the course of this agreement shall be referred to the arbitration and the same shall be decided as per the provisions of the Indian Arbitration Act.

37. The purchaser and stamp duty shall lodge this Agreement for sale for registration; registration charges shall be borne and paid by the purchaser. In witness whereof the parties hereto have set subscribed their respective hands on the day and year first hereinabove written.

SCHEDULE-I

All that the piece or parcel of land known as Plot No.14, admeasuring about 850.48 Sq. Mtrs. area, situated in Sector-26, at Taloja, Tal. Panvel, Dist. Raigad, of 12.5% Gaothan Expansion Scheme, respectively of thereabout and boundaries of the said Plot No.14 are as follows:

On the North by : PLOT NO 13
On the South by : 20.00 MTR WIDE ROAD
On the East by : PLOT NO. 15
On the West by : 15.00 MTR WIDE ROAD

SCHEDULE-II

Flat/ Shop No., on Floor, in building known as "**SM SAI**", constructed on Plot No.14, situated in Sector-26, at Taloja, Navi Mumbai, Tal. Panvel, Dist. Raigad, admeasuring about admeasuring _____ **SQ MTRS, ENCLOSED BALCONY IN SQ.MTRS:_____ SQ.MTRS SERVICE AREA IN SQ. MTRS:_____ SQ. MTRS, NON ACCESSIBLE CHAJJA:_____SQ MTRS, NATURAL TERRACE:_____ SQ MTRS**

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seal the day and the year first hereinabove written:

SIGNED SEALED AND DELIVERED

Within named the "**DEVELOPER**"

"M/S. SM HITECH"

Through its Partners

1. MR :_____

(PAN NO: ADIFS1615E)

In the presence of

1) _____

2) _____

SIGNED SEALED AND DELIVERED

By the within named Purchaser/s

MR.

(PAN NO.)

In the presence of

1) _____

2) _____

RECEIPT

Received of and from the within named PURCHASER/S
MR. a sum of **Rs./- (Rupees: ONLY)** being the EMD Booking amount of Sale Price as a
 PART Payment of FLAT being

<u>FLAT/ SHOP NO.</u>	<u>FLOOR</u>	<u>PLOT NO</u>	<u>SECTOR</u>
		14	26

BUILDING	: "SM SAI"
NODE	: TALOJA, NAVI MUMBAI,
CARPET AREA IN SQ.MTRS.	: _____ SQ MTRS
ENCLOSED BALCONY IN SQ.MTRS.	: _____ SQ MTRS
SERVICE AREA IN SQ. MTRS.	: _____ SQ MTRS
NON ACCESSIBLE CHAJJA IN SQ MTRS	: _____ SQ MTRS
NATURAL TERRACE IN SQ MTRS	: _____ SQ MTRS

BUILDING CONSISTS: GROUND + 7 FLOORS

WE SAY RECEIVED

RS. /-

M/S. S.M. HITECH

Through its Partners

1) MR. _____

Witnesses:

1)

2)

ANNEXURE "C"

LIST OF AMENITIES FOR FLATS

WALLS

- External walls of 6" thick siphorex Work with 2 coats of Sand Faced Plaster
- Internal Partition Walls of 4" thick siphorex Work with Gypsum on each side & Putty Finish

PAINTING

- Internal good quality Acrylic Emulsion Paint for the Entire flat
- Externally good quality Semi acrylic Paint

DOORS

- Salwood Door frames for all doors
- Marble Door Frame for all the doors of Bath & WC and aluminum framed backlit sheet door
- Laminate Finish Main Door & Internal Flush Doors

WINDOWS

- Powder Coating aluminum sliding windows
- Marble Sill for all windows of Bath & WC

KITCHEN

- Granite kitchen platform with S.S. Sink and Ceramic Tiles
- Ample Light Points
- Provision for Exhaust Fan
- Provision for Water Purifier

BATH & WC

- Concealed Plumbing Work with Good Quality Bathroom Fittings
- Hot & Cold Mixer in Bathroom
- 18"x12" Wall Tiles upto Beam Level
- Good quality aluminum louvers in Bath & WC
- Provision for Exhaust Fan
- Provision for Geyser
- Good quality Sanitary Ware

FLOORING

- 24" x 24" good quality vitrified tiling in Living room, Bedroom & Kitchen
- 12" x 12" Anti Skid Tiling in Bath & WC
- Water proofing on Terrace with China Chip Finish
- Good quality tiling in Entrance Lobby and Passage area
- Tandur or Equivalent in Staircase

ELECTRIFICATION

- Concealed Wiring of ISI mark quality with circuit breakers and latest electrical switches
- Ample Light Points in the Entire Flat
- Ample Light Points in Parking and Passage area

COMMON AMENITIES

- High Speed Elevator of Reputed Make with Automatic Rescue Device
- Anti Termite Treatment at Plinth Level
- Earthquake Resistant R.C.C structure