

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at VASAI on
this..... day of20.....

BETWEEN

M/S. LODHA BUILDERS & DEVELOPERS a partnership
firm having their office at Shop No.9, Civic Centre,
Nallasopara(West), Tal Vasai, Dist.Thane hereinafter referred
to as "THE BUILDER" (which expression shall unless it be
repugnant to the context or meaning thereof, mean and
include partners for the time being, survivors of them, their
respective heir, executors and administrator) of ONE PART.

AND

Mr./Mrs./M/s.
.....
Indian inhabitant residing at
.....
.....
hereinafter called "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrator and permitted assigns) of OTHER PART.

WHEREAS One Shri Shashikant Hareshwar Patil & Shri Vidhyadhar Hareshwar Patil are entitled to all that piece and parcel of NON-AGRICULTURAL land bearing old S.No. 309, New S.No. 232, H.No. C, admeasuring 7590 Sq.mtrs or thereabout situate, lying and being at revenue Village Rajavali, Tal. Vasai, Dist. Thane (more particularly described in the first schedule hereunder & hereafter referred to as the "SAID LAND" for brevity's sake).

AND WHEREAS by Development Agreement dated 7/12/2012 duly registered with sub-registrar Vasai under document No. Vasai 1-13714-2012 dated 21/12/2012 said Shri Shashikant Hareshwar Patil & Shri Vidhyadhar Hareshwar Patil had agreed to grant development right in respect of the said land to builder herein on consideration and as per terms and condition contain therein and in pursuance of said development agreement said Shri Shashikant Hareshwar Patil & Shri Vidhyadhar Hareshwar Patil (herein after referred to as "ORIGINAL OWNER") has put the builders herein in possession of the said land.

AND WHEREAS original owner has applied to the collector Thane and collector Thane by its order No.K-1/T-9/NAP/RAJIVALI-VASAI/SR-103/2013 dated 07/09/2013. has converted the said land for Non-agricultural residential purpose in respect of the said land.

AND WHEREAS planning authority of Vasai-Virar Sub-Region i.e. Vasai-Virar city municipal Corporation has granted development permission in respect of land described in the schedule hereunder written and issued commencement certificate for the purpose of residential vide No. VCMC/TP/CC/VP-5184/2943,2944,2945 & 2946/ 2013-2014 dated 23.01.2014 has granted building permission in respect of building no.1,2 & CFC building and issued commencement Certificate in respect of the said land.

AND WHEREAS the Builder herein is entitled to develop the said land as per the terms & conditions of building permission & N.A. permission AND WHEREAS Builder has proposed to construct building consisting of Ground/stilt+7 upper floors.

AND WHEREAS Builder has appointed M/s. RENDER POINT as their architects & structural engineer for the purpose of preparation of plans, supervision of construction of building and looking after the structural designs, drawings of the building plans.

AND WHEREAS the Builder has sole and exclusive right to develop the said land and to sell the residential flats and shops in the said buildings to be constructed by the Builder on the said land and to enter into agreement with purchaser of flats and to receive sale price in respect thereof.

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AND WHEREAS on demand of Flat purchaser the Builder has given inspection to the Flat purchaser, of all the documents of title relating to the said property, N.A. permission, Building Permission, Plans, Specification and agreements .

AND WHEREAS the Flat purchaser has verified the said documents and is satisfied about the same.

AND WHEREAS copies of the certificate of title issued by M/s. K. A. SANGHAVI & CO. advocate of the Builder, copies of 7/12 extract and copies of plans and specification of the flat agreed to be purchased by the flat purchaser have been annexed hereto and marked as Exhibit A B & C respectively.

AND WHEREAS necessary plans, Specification, elevation, section and details of the said building are approved by local authority on certain terms & conditions.

AND WHEREAS the Builders has commenced the construction of the building as per sanctioned plans.

AND WHEREAS the Flat purchaser wants to purchase flat/shop No..... onfloor, in building No. in the building known as "DREAMS HEIGHTS" (more particularly described in the second schedule hereunder written and hereinafter referred to as "SAID FLAT" for brevity's sake).

AND WHEREAS prior to the execution of this agreement, the Flat Purchaser has paid to the Builder a sum

of Rs...../-(Rs.....
 only)
 Being earnest money/deposit as part payment of the sale price of the Flat agreed to be sold to the Flat purchaser and the Flat purchaser has agreed to pay balance amount in the manner set out hereunder:

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The purchaser hereby agreed to purchase Flat/Shop No..... on floor, in building No..... and building known as "DREAMS HEIGHTS" admeasuring sq .ft. or carpet/built-up(i.e..... sq.mtrs carpet/Built up) (which is exclusive of the area of balconies, Sit Out, Dry Balcony and Flower Bed which comes to sq.mtrs or thereabout) (which shall hereinafter be called the said Flat in the said building) as per the plans and specification seen and approved by him/her/them and also agreed that the Builders has full right and absolute authority to make such variations and modifications therein as Builders may deem fit or as may be necessary/required to be done at the instance of Government, CIDCO, Municipal corporation or any other local authority.

2. The purchaser hereby agrees to purchase the Flat/Shop No..... on floor in the building No..... and known as "DREAMS HEIGHTS" as per the plan and specification seen and approved by him/her/

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them for a total consideration of Rs...../-
 (Rs.....
only)

to be paid in the manner given below. (Time being the
 essence of these agreement).

- a. 20% Amount as earnest money on or before the
 execution of this agreement.
- b. 15% Amount on or before completion of plinth work
- c. 7% Amount on or before completion of first slab.
- d. 7% Amount on or before completion of Second slab.
- e. 7% Amount on or before completion of Third slab
- f. 7% Amount on or before completion of fourth slab
- g. 7% Amount on or before completion of fifth slab
- h. 7% Amount on or before completion of sixth slab
- i. 6% Amount on or before completion of seventh slab
- j. 6% Amount on or before completion of eighth slab
- k.% Amount on or before completion of Ninth Slab
- l.% Amount on or before completion of Tenth Slab
- m. 5% Amount on or before completion of brick work.
- n. 2% Amount on or before completion of outside/inside
 plaster.
- o. 2% Amount on or before completion of Flooring /
 plumbing/ tiling/sanitary/wiring work.
- p. 2% Amount on or before possession of the
 said Flat to the purchaser or on or before
 20.....whichever is earlier.

3. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of the builders sending a notice to the flat Purchaser/s calling upon him/her/them to make payment of the same. The builders will send such notice under certificate of posting at the address mentioned hereinafter to the flat Purchaser/s and such posting will be sufficient discharges to the builders.

4. The fixtures, fittings and amenities to be provided by the builders in the said building/s and in the flat are those as described in the Annexure "....." hereunder written.

5. The Builder agree to hand over the possession of the said flat to the purchaser on or before day of..... 20..... subject to however availability of cement, steel and other building material and subject to any act of God such as earthquake, flood or any other natural calamity, act of enmity, war or any other cause beyond the control of the builders and also subject to the others terms and condition herein contained and also subject to the payment of all the amounts due and payable by the purchaser's under this agreement and under such similar agreements with other purchasers in due time.

6. The purchaser agrees to pay all the amounts payable under the terms and conditions of this agreement as and when due, time in this respect of this agreement being the essence of the contract. The builders shall not be bound to give any notice of payment of the amounts due under this

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agreement and the absence of notice shall not be taken as an excuse for non-payment of any amount or amounts on due dates. The builders will not be responsible for the delay in the completion of the building and possession of the flats caused due to delayed payment of purchaser/s.

7. Without Prejudice to the builders right under this agreement and/or in law, the builders shall be entitled to claim and the flat Purchaser/s Shall be liable to pay to the builders interest at the rate of 21% p.a. on all such amounts which may become due and payable remains unpaid for more than 7 days by him/her/them under this agreement and all taxes and other outgoings from the due date of payment till the amounts are duly paid even if possession is delayed. This provision is without prejudice to the rights of the builder as provided hereunder.

8. The tenure of the said land is free hold.

9. The purchaser shall on before the execution of this agreement pay a sum towards the stamp duty chargeable by the government at applicable rates and also present this agreement before sub-registrar Vasai and pay registration fees and its incidental charges as applicable from time to time.

10. The purchaser agree to pay to the builders any other expenses and/or deposit towards the expenses, taxes, charges as may be decided by the builders from time to time towards the municipal taxes, maintenance charges and other outgoing expenses etc.

11. The Builder shall upon purchasers herein with other flat purchaser remitting in full all their respective dues payable to the builder and complying with all the terms, conditions and covenants of this Agreement including the payments of all the amounts including the purchase price of flat shall form a Co-Operative Society, or a Limited Company, as the case may be (hereinafter referred to as the "ORGANISATION OF THE PURCHASERS") with flat purchasers to be the shareholders/members and such Co-Operative Society, or a Limited Company, and builder herein shall cause original owners to execute deed of conveyance in favour of such society. All expenses for formation and registration of Co-Operative Society, or a Limited Company, as the case may be shall be borne and payable by purchaser along with other purchaser and builder herein are not liable to contribute any amount in these respect.

12. The purchaser shall maintain at his/her/their own costs, the said flat agreed to be acquired by him/her/them in the same conditions state and order in which it is delivered to him/her/them and shall abide by all the rules and regulations of the government, Municipal Corporation and other authorities from time to time and at all times in force and shall also attend, answer and be responsible for all the notice or violations of any condition contained in these presents and it is expressly agreed that the purchaser has agreed to acquire the said flat subject to the terms and contained in these presents.

13. The builder shall not be liable to share the maintenance charges, water charges and common electricity

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charges in respect of the unsold flat. The builder will bear the local body assessment, if any payable till the possession of the flat in respect of unsold flat/s.

14. Commencing a week after notice in writing is given by the Builders the Flat Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and building 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 land buildings. Until the Society Limited Company is formed and the said land and buildings transferred to it, the Flat Purchasers shall pay to the Builders such proportionate share of outgoings as may be determined. The Flat Purchasers further agree/s that till the Flat Purchaser's share is so determined the Flat Purchaser's shall pay to the Builder's provisional monthly contributions of Rs...../- per month towards the outgoings. The Flat Purchaser agrees to pay Rs...../- being his share of advance outgoing for one year on or before possession. Purchasers undertake to pay such provisional monthly contribution for one year. Such proportionate shares of outgoings for one year shall be paid in advance and shall not withhold the same for any reason whatsoever.

15. The builder without effecting or prejudicing the right or interest of the purchaser created in respect of the said flat

under this agreement shall always be at liberty to sell, assign and/or otherwise deal with their interest in the said land and building or any part thereof.

16. If hereinafter any charge/taxes are levied by or payment required to be made to any government authorities or local body either on the building or otherwise the purchaser on being called upon by the builders shall pay to the builders his/her/their share thereof on or before taking possession or as may be required or demanded by builders.

17. The builders shall in respect of any amount liable to be paid by the purchaser under this agreement have a first lien and charge on the said flat to be acquired by the purchaser. It is expressly agreed by the purchaser that he/she/they will not create any third party interest nor encumber or deal with it in any manner whatsoever until he/she/they obtained previous consent in writing of the builders.

18. The purchaser shall not be entitled to claim partition of his/her/their share in the said land and/or the said building and the same shall always remain undivided and impartible.

19. The purchaser hereby agreed not to use the said flat for any other purpose whatsoever nature other than the purpose for which the same is acquired.

20. The said building shall always be known as "DREAMS HEIGHTS" and this name shall not be changed at any time for any reason whatsoever.

21. In the event of amended in law if any F.S.I. is available then in such event builders alone has a right to consume the

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said F.S.I. by constructing additional floors as permitted by Municipal Corporation or any local authority.

22. The Builders shall have a right to construct additional storeys or to put up additional structures in the said building or in open space as may be permitted by the government and other competent authorities. Such additional structures will be the sole property of the Builders and the Builders shall be entitled to dispose off such additional storeys and structures put up by them as they deems fit and proper and the purchaser hereby irrevocably consent for the same. The open space, well, garden, common amenities, terraces of the building, the compound, walls in the said property and also the outer-walls of all the flat in the said building shall be subject to the aforesaid right of the Builders. The Builders shall always be entitled to use said terraces and compound including the parapet walls, compound walls and other walls of the building for any purpose including display of advertisements and sign board and the purchaser shall not be entitled to raise any objection or to any rebate in the price of flat agreed to be acquired by him/her/them, and/ or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.

23. The purchaser shall have no claim save and except in respect of the particular flat hereby agreed to be acquired, i.e. all the open spaces, lobbies, staircases, terraces etc. shall always remain the property of the builders.

24. The purchaser shall pay his/her/their proportionate share of all the existing future assessments, taxes and

outgoing of every description for the time being payable by the occupier in respect of the said land and the building thereon and the premises and the anything for time being thereon.

25. The purchaser hereby agrees that in the event of the amount by way of betterment charges or development taxes or any other tax or payment of a similar nature becoming payable by the Builders, the same shall be reimbursed by the purchaser to the Builders in proportion of the area of the Flat agreed to be acquired by the purchaser and in determining the amount the decision of the Builders shall be conclusive and binding on the purchaser.

26. The purchaser agrees to abide by all the rules and regulations framed or to be framed by the Builders at any time and from time to time and all times and generally to do all and upon the purchaser to do in the interest of the said property and purchaser of other flat.

27. The purchaser shall also pay his/her/their proportionate share of insurance premium to keep the building in the said property insured against loss or damage by fire.

28. The purchaser shall at no time demolish or cause to be demolished or make additional and alteration in the said flat or make or cause to be made therein any new construction of any nature whatsoever in the said flat or building without prior consent in writing of the Builders.

29. The purchaser shall not do or cause to be done or permitted to do any nuisance or annoyance in or upon the

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premises or anything which shall cause unnecessary annoyance, inconvenience, hindrance or disturbance to the other purchasers of other flat and or the property in the neighborhood.

30. The Builders shall not be responsible for any damage due to the act of god such as earthquake, flood or other natural calamity, act of enimity, war or any other cause beyond the control of Builders.

31. In addition to his/her/their covenant hereinabove contained the purchaser do hereby agree and covenant with the Builders that within 7 days from the date of posting of intimation, the purchaser shall pay to the Builders:

(a) The proportionate share of the taxes, rates, assessments, duties and other levies and outgoings which shall become due & payable for the said land & building from time to time or which may hereafter imposed by the municipal corporation and/or any government/ semi government or local authority and

(b) The Proportionate share of other outgoings and of the maintenance charges.

(c) Security Deposit as security for the due payment of the share of the said local and/or government/ semi government taxes and other outgoings and maintenance charges.

32. The purchaser shall take possession of the Said flat within 7 days from the date of the Builders giving notice that

said premises is ready for occupation and on payment of all balance amounts, then due under this agreement to the Builders and upon delivery of such possession the purchaser shall be entitle to use and occupy the said flat without any hindrance and without any claims as to any item of work etc against Builders.

33. The Builders shall have full right to Sell/Let-out or allot open space, ground, space adjoining the flat, space below the staircase, stilts, mezzanine floor, parking space, terrace adjoining to above flat, loading and unloading platform to any purchaser and purchaser of flat irrevocably grant consent for the same and shall have no right and/or shall have no objection of any nature whatsoever in respect thereof.

34. If the purchaser shall neglect, omit or fail for any reason whatsoever to pay to the Builders any amount due and payable by the purchaser under the terms and conditions of this agreement including those referred to hereinabove, whether before or after occupation of the said flat within stipulated time therein provided or if the purchaser in any other way fails and neglect to perform and/or observe any of the stipulation on his/her/their part to be performed or to be observed herein contained, the Builders shall be entitle to rescind this agreement and on such recession by the Builders, this agreement shall absolutely be forfeited to the Builders and the purchaser have no claim for refund or repayment of the earnest money and/or other amount already paid by the purchaser and the purchaser hereby irrevocably agrees for such forfeiture of the amount paid by

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him/her/ them and purchaser further irrevocably consent to lose and forfeit all his/her/ their benefits under this agreement and shall be liable to immediate ejection from the said premises and it is further expressly agreed that right given to the Builders shall without prejudice to the other rights, remedies and claims whatsoever of the Builders against the purchaser.

35. Under no circumstances possession of the flat shall be given to the purchaser herein unless and until all the monies including cost of extra work and all other amount due and payable have been paid by the purchaser to Builders and all necessary documents and paper as required by the Builders is signed by the purchaser.

36. If the Builders is not able to give possession of the said flat owing to any unavoidable circumstances or the circumstances beyond the control of the builder, the purchaser shall not be entitle to claim for damages and/or compensation of any nature whatsoever but shall be entitled to receive back money paid by him/her/them with simple interest at 9% p.a. This provision is without prejudice to the rights of the Builders and in such event all money payable towards the stamp duty, registration fee, legal cost of this agreement with all expenses, outgoing will stand forfeited and the purchaser shall not claim for refund or repayment of the same in any manner whatsoever.

37. The purchaser agrees that he/she/they shall not hold liable the Builders for any addition/ alteration/ modification or improvement that may be made in the original plans which the Builders may make, provided that such addition / alteration/modification or improvement shall not materially affect to the position or dimension of the flat to be acquired by the purchaser.

38. The Builders do hereby covenant with the purchaser that on purchaser paying all money due and payable by him/her/them under this agreement and carrying out his/her/their obligation and covenants under this agreement, the purchaser shall be entitle to peacefully hold and enjoy the said flat without any interruption by the Builders or any person claiming through them.

39. In case any Security deposit is demanded by government, local body or electric supply co. or any other concerned authorities before or after giving water connection and/or electric connection to the proposed building, same shall be payable by the purchaser in proportion to the share to be decided by Builders. Further in case the authorities require Meter to be fixed for individual flat or otherwise on payment of charges same shall be borne and payable by the purchaser alone. The purchaser shall pay his/her/their share of security deposit, water bill/electricity charges and meter charges within a week of demand being made by the Builders.

40. Any delay, indulgence on the part of the Builders in enforcing the terms and conditions of this agreement or any forbearance of or the grant of time to the purchaser shall not be considered as a waiver on the part of Builders.

41. Purchaser herein has/have agreed to pay service tax/vat/local body Tax as applicable on demand by builder and decision of builder is final and binding on purchaser.

42. The purchaser agree and undertake to lodge this agreement for registration immediately after execution with

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the sub-registrar Vasai and give intimation thereof in writing with serial no. and date to enable the Builders to admit the execution of the same, and to take all necessary steps for getting the same registered in accordance with the provision of law. All cost and charges of stamping and registration shall be borne and payable by the purchaser alone and Builders will not be liable contribute any amount in respect of the same.

43. The Builders shall not be responsible for any repairs within the said flat from the date of possession.

44. The builders has informed that they have paid development charges in respect of said land to municipal corporation. However if any development charge or any other charges are determined to be paid to the municipal corporation or any other authority same shall be payable by purchaser along with other purchaser and decision of builders is final and binding on purchaser.

45. The purchaser has agreed to pay to the builder his/her/their proportionate share in the expenses towards development of common garden in the said property.

46. All Notices to be served on the flat purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the flat purchaser/s under certificate of posting to his/her/their/its address given below:

.....
.....
.....

47. This Agreement shall always subject to the provisions of the Maharashtra Ownership Flat Act and Maharashtra Ownership Flat Rule, 1964, or any other provision of law as applicable from time to time.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of NON-AGRICULTURAL land bearing old S.No.309, New S.No. 232, H.No.C, admeasuring 7590 Sq. mtrs. or thereabout situate, lying and being at Village Rajavali, Tal.Vasai, Dist.Thane within the registration Sub-Dist of Vasai and within the registration Dist.Thane which property is bounded as under:

On or towards East by :

On or towards West by :

On or towards North by:

On or towards South by:

SECOND SCHEDULE ABOVE REFRRRED TO

ALL THAT FLAT/SHOP No..... admeasuring sq .ft. or carpet/built-up(i.e.....sq.mtrs Carpet/Built up) area on floor (which is exclusive of the area of balconies, sit out, dry balcony and flower bed which comes to sq.mtrs or thereabout) in Building No. to be Known as "DREAMS HEIGHTS" with proportionate share of common area and facilities out of land more particularly described in First schedule herein above written.

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IN WITNESS WHEREOF THE PARTIES HERETO
HAVE SET THEIR RESPECTIVE HAND AND SEALS ON
THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY)

The withinnamed "BUILDERS")

M/S. LODHA BUILDERS & DEVELOPERS) For LODHA BUILDERS & DEVELOPERS

Through its partner)

SHRI. SANJAY DATTATRAY MORE)

In the presence of)

Partners

1.

2.

SIGNED, SEALED AND DELIVERED BY)

The withinnamed "PURCHASER")

.....)

.....)

In the presence of.....)

1.

2.