

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Shil, Dist. Thane, on this _____ day of _____, 20____ BETWEEN M/S. SILVERLINE BUILDING & CONSTRUCTIONS LLP., a Partnership Firm, having its Office at Flat No.401, 4th Floor, Jayshree Park, 'A' Wing, Anand Koliwada, Mumbra, Dist. Thane 400 612, hereinafter called and referred to as the "DEVELOPERS" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their Partner/ Partners for the time being consisting the said firm, their successors, administrators, executors and assigns) of the **OTHER PART.**

A N D MR./MRS. _____

Age _____ years, Indian Inhabitant, having his/ her/ their residential address at _____

hereinafter called and referred to as the "PURCHASER/S" (which expression shall unless to be repugnant to the context or meaning thereof, mean and include his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART.**

WHEREAS:-

The following property is owned by :-

a) MR. ZAMIRULLAH BAITULLAH ISLAM, situated on the land:-

i) bearing Survey No.212, admeasuring 15.00 gunthas, equivalent to 1500 square meters area, lying, being and situate at Village Shil, Taluka & Dist. Thane.

ii) bearing Survey No.213, Hissa No.1/B, admeasuring 10.60 gunthas, equivalent to 1690 square meters area, lying, being and situate at Village Shil, Taluka & Dist. Thane.

iii) bearing Survey No.213, Hissa No.2, admeasuring 14.90 gunthas, equivalent to 1490 square meters area, lying, being and situate at Village Shil, Taluka & Dist. Thane

iv) bearing Survey No.213, Hissa No.3, admeasuring 9.90 gunthas, equivalent to 990 square meters area, lying, being and situate at Village Shil, Taluka & Dist. Thane.

Total area of above plots admeasuring 50.40 gunthas, equivalent to 5040 sq. mtrs, at village Shil, Dist. Thane, within the Registration District and Sub-District of Thane, under the Revenue record of Sub-Registrar, Thane, hereinafter referred to as the "said property".

B. The said property have been owned and occupied by the said owner as absolute owner and he has assigned development rights in respect of the said property in favour of the Developers to construct buildings on the said property and develop the same by virtue of Development Agreement dated 24.07.2014 registered at the office of sub-registrar of assurances Thane-9, vide Document No.4876 and Power of Attorney vide Document No.4877.

C. The title of the Developers, in respect of the development of the said property, had been investigated by the Developer's Advocate MR. ABDUL RAHIM KHAN, who has issued the Title Certificate, as per Annexure "B" hereto.

D. In this context, the Developers seized and possessed of and otherwise well and sufficiently entitled to the said property for its development.

E. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

F. The authenticated copies of the plans of the Layout as proposed by the Developers and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

G. The said land owners applied to the Assistant Director, Town Planning Office, Thane Municipal Corporation, Thane for sanction of the plan of the said property to construct multi-storied building/s and the said authority has issued its permission and sanction plan vide their letter V.P.No. _____ Dated _____ in favour of land owners, the same has been annexed and marked as Annexure C-3.

H. The authenticated copies of the plans and specifications of the flat/unit/premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'D'.

I. The specifications, fixtures, fittings and amenities to be provided by the Developers for the flat/unit/premises is annexed and marked with Annexure 'E'.

J. The said property is accessible from the main Mumbra Panvel Road as per the Plans and specifications sanctioned by Thane Municipal Corporation and marked on the location plan. The private Access road/layout road, electric sub stations, water mains, sewers, Recreational Ground etc, in the said layout plan shall be for common use to the entire development of the said property in keeping with the terms of the plans sanctioned by Thane Municipal Corporation and its offices from time to time and in accordance with the restrictions or covenants to be performed and observed by the Developers for the benefit of the said property and its development.

K. The Developers herein have undertaken to develop the said property by constructing building/s and the same to be most popularly known as "SILVER RESIDENCY" consisting of One Building, (hereinafter referred to as the "said Building") on the said property, consisting of residential flats, community hall/ parking space etc., in accordance with the plans and specifications sanctioned by the Town Planning Department of Thane Municipal Corporation, Thane.

L. The Developers have commenced the development work on the said property as one single Project, as per proposed layout, which is more particularly described in the Schedule hereunder written in the name for residential use, consisting of one building, of Ground Floor /stilt + _____ upper floors, ("PROJECT").

M. The Developers have appointed M/s. U.G. Pradhan, as their Architects and have entered into an Agreement with them, who have registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

N. The Developers have appointed M/s. D.K. Patel & Associates, as structural Engineer for the purpose of preparation of the structural design and drawings of the buildings to be constructed on the said property and the Developers have accepted the professional supervision of the Architect and the Structural Engineer till the entire Project is completed in all respects as per the sanctioned plans.

O. On Demand from the Purchaser/s, the Developers have given inspection to the Purchaser/s of all the documents of title relating to the Project Property and the plans, designs, and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, the Rules and Regulations made thereunder.

P. The Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra, at No. _____; authenticated copy is attached in Annexure 'F';

Q. The Developers have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

R. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

S. The Developers have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

T. The Purchaser has applied to the Developers for allotment of a Flat No.onfloor in "SILVER RESIDENCY", situated in the building being constructed on the said property.

U. The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat.

V. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

W. Prior to the execution of these presents the Purchaser has paid to the Developers a sum of Rs. (Rupees) only, being part payment of the sale consideration of the Flat agreed to be sold by the Developers to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developers both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developers the balance of the sale consideration in the manner hereinafter appearing.

X. Under section 13 of the said Act the Developers are required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers hereby agree to sell and the Purchaser hereby agrees to purchase the Flat and the garage/covered parking(if applicable).

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

1. The Developers shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developers shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.(a) The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Flat No. carpet area admeasuring sq. metres on floor in the building "SILVER RESIDENCY", (hereinafter referred to as "the said premises") as shown in the Floor plan thereof hereto annexed and marked Annexure-'D' for the total consideration of Rs./- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs./-.

1(c). In addition to the other payments and consideration as hereinafter provided, payable by the Purchaser/s to the Developers in respect of the said premises agreed to be purchased and acquired by the Purchaser/s, the Purchaser/s agree/s to pay to the Developers consideration amount of Rs. (Rupees) to be paid by the Purchaser/s to the Developers in the following manner:-

i) Rs. (Rupees only) upon execution of this Agreement as earnest money.

ii) Rs. (Rupees only) on completion of plinth work.

iii) Rs. (Rupees only) on completion of 1st and 2nd Slab.

iv) Rs. (Rupees only) on completion of 2nd & 3rd Slab.

v) Rs. (Rupees only) on completion of 4th & 5th Slab.

vi) Rs. (Rupees)

- vi) Rs. _____ (Rupees _____ only) on completion of 9th to 10th Slab.
- vii) Rs. _____ (Rupees _____ only) on completion of 11th to 12th Slab.
- ix) Rs. _____ (Rupees _____ only) on completion of 13th to 14th Slab.
- x) Rs. _____ (Rupees _____ only) on completion of 15th to 16th Slab.
- xi) Rs. _____ (Rupees _____ only) on completion of 17th to 18th Slab.
- xii) Rs. _____ (Rupees _____ only) on completion of 19th to 20th Slab.
- xiii) Rs. _____ (Rupees _____ only) on completion of 21st to 22nd Slab.
- xiv) Rs. _____ (Rupees _____ only) on completion of 24th to 26th Slab.
- xv) Rs. _____ (Rupees _____ only) on completion of 27th to 28th Slab.
- xvi) Rs. _____ (Rupees _____ only) on completion of 29th to 30th Slab.
- xvii) _____ only) on completion of brick, masonry work & plaster work.
- xviii) Rs. _____ (Rupees _____ only) on completion of flooring and tiling work.
- xix) Rs. _____ (Rupees _____ Only) on completion of remaining building work.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of Goods & Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developers) up to the date of handing over the possession of the Flat.

2.2 Time is essence for the Developers as well as the Purchaser. The Developers shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Developers hereby declare that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Developers have planned to utilize Floor Space Index of _____ sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers have disclosed the Floor Space Index of _____ sq. mtrs, as proposed to be utilized by them on the project land in the said Project and the Purchaser has agreed to purchase the said premises based on the proposed construction and sale of said premises to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only. However the Purchaser shall not have any objection for the Developer to purchase the additional FSI/TDR and load the same over the said property and the said project.

4.1 If the Developers fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Developers agree to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developers.

7.1 Procedure for taking possession - The Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developers shall give possession of the said premises to the Purchaser. The Developers agree and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Purchaser agree(s) to pay the maintenance charges as determined by the Developers or association of Purchasers, as the case may be. The Developers on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Developers to the Purchaser intimating that the said premises is ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of Flat:- Upon receiving a written intimation from the Developers as per clause 8.1, the Purchaser shall take possession of the Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Developers any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects; then the Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/office for carrying on any business. He shall use the garage or parking space only for the purpose of keeping or parking vehicle.

with the Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developers, the following amounts :-

- (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.**
- (ii) Rs.5,000/- 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..... as Infrastructure charges.**
- (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**

11. The Purchaser shall pay to the Developers a sum of Rs.5,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Developers, the Purchasers' 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 /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Developers, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation

25. PLACE OF EXECUTION

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

26. The Purchaser and/or Developers 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 Developers will attend such office and admit execution thereof.

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

Name of Purchaser _____

ADDRESS:- _____

Notified Email ID: _____

M/S. SILVERLINE BUILDING & CONSTRUCTIONS LLP.,

Flat No.401, 4th Floor,

Jayshree Park, 'A' Wing, Anand Koliwada,

Mumbra, Dist. Thane 400 612

Notified Email ID:- silverline6565@gmail.com

It shall be the duty of the Purchaser and the Developers 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 Developers or the Purchaser, as the case may be.

SCHEDULE 'A'

ALL THAT piece and parcel of plot of land i) bearing Survey No.212, admeasuring 15.00 gunthas, equivalent to 1500 square meters, land bearing Survey No.213, Hissa No.1/B, admeasuring 10.60 gunthas, equivalent to 1690 square meters, land bearing Survey No.213, Hissa No.2, admeasuring 14.90 gunthas, equivalent to 1490 square meters, land bearing Survey No.213, Hissa No.3, admeasuring 9.90 gunthas, equivalent to 990 square meters area, lying, being and situate at Village Shil, Taluka & Dist. Thane., Taluka & Dist. Thane, within the limits of Thane Municipal Corporation, Thane and within the Registration and Sub-Registration District of Thane., and bounded by as under:-

On or towards the East :

On or towards the West :

On or towards the North :

On or towards the South :

SCHEDULE 'B'

Being Flat No _____ admeasuring _____ sq. ft. (Carpet area) on _____ Floor, in "SILVER RESIDENCY", Near Shil Phata junction, constructed under the properties above referred First Schedule lying, being and situate at Shil, Dist. Thane 400 612, within the Registration and Sub-Registration District of Thane, as per the plans and specifications sanctioned and approved by the Thane Municipal Corporation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND
YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by)
the withinnamed "DEVELOPERS")
M/S. SILVERLINE BUILDING &)
CONSTRUCTIONS LLP)
represented by its Partner/s)
_____)
_____)
_____)
in the presence of.....)

SIGNED, SEALED AND DELIVERED by)
the withinnamed "PURCHASER/S")
MR./ MRS. _____))
_____))
_____))
_____))
in the presence of.....)

1. _____

2. _____

RECEIPT

RECEIVED of and from the withinnamed Purchaser/s MR./ MRS. _____

a sum of Rs. _____ (Rupees _____)
_____ as and by way of
earnest money in Cash/ Cheque No. _____ Dated _____
Drawn on _____
as mentioned in the Agreement above to be paid by him/ her/ them to us.

I/WE SAY RECEIVED.

Rs. _____

For M/S. SILVERLINE BUILDING & CONSTRUCTIONS LLP

Partner/s.

Witnesses:-

1. _____

2. _____