

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this _____ day of _____, 2017

BETWEEN

SILVEX CONSTRUCTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 701, Silver Niche, Plot # 45, St. Francis Avenue, Santacruz (West), Mumbai – 400 054, hereinafter called “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **FIRST PART**

AND

SILVEX DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 701, Silver Niche, Plot # 45, St. Francis Avenue, Santacruz (West), Mumbai – 400 054, hereinafter called “**SDPL**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**

AND

_____, aged about _____ years & _____ aged about _____ years & _____, aged about _____ years, Indian Inhabitant having her Present address at _____, _____, . hereinafter referred to as “**the Purchaser/s**” (which expression shall unless contrary to the context or meaning thereof, mean and include her respective heirs, legal representatives, executors and administrators) of the **THIRD PART**

WHEREAS:

1. The Maharashtra Housing and Area Development Authority (hereinafter referred as “**MHADA**”) had constructed 4 (four) buildings with 2 wings in each building numbered as 1A, 1B, 2A, 2B, 3A, 3B, 4A & 4B of ground and 4 upper floors and a structure for electric sub station (hereinafter referred as “**Old Buildings**”) on the land bearing survey No.44/2 and C.T.S. No.658/2, 658/3, 666(pt) & 667(pt) situated at Village Nahur, Mulund (West), Taluka Kurla, District Mumbai Suburban in the registration Sub-District of Kurla and within the limits of “T” Ward of Municipal Corporation of Greater Mumbai admeasuring about 6,164 square meters (hereinafter referred as “**the said Land**”). The Old Buildings comprised of 160 residential tenements, which were allotted by MHADA to individual eligible allottees. The said Land and the Old Buildings wherever the context so admits are collectively called “**the said Property**”. A copy of the Property Card in respect of the said Property is at **Annexure “A”** hereto. The said Property is more particularly described in the **First Schedule** hereunder written ;
2. The allottees of the above referred tenements comprising 160 in number in the Old Buildings formed themselves into a co-operative housing society known as the Nahur Vivekanand Co-operative Housing Society Limited registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/ MHADB/ (W-T)/ HSG/ TC/ 10-291/ 1999-2000 dated April 23, 1999 hereinafter referred to as the “**said Society**”. Each of the allottees, being Members of the said Society are hereinafter individually referred to as “**Member**” and collectively referred to as “**Members**” ;
3. By and under an Indenture of Lease dated January 5, 2004 executed by MHADA in favour of the said Society, MHADA has granted in favour of the said Society, a lease of the said Land for a period of 90 years commencing from 1st day of August, 1996. The said Indenture of Lease dated January 5, 2004 is duly registered in the office of the Sub Registrar of Assurances, Kurla – 2 (Vikhroli) under Serial No. 388 of 2004 dated January 9, 2004. By and under a Deed of Sale dated January 5, 2004 executed by MHADA in favour of the said Society, MHADA has conveyed granted and assured all the Old Buildings unto the said Society. The said Deed of Sale dated January 5, 2004 is duly registered in the office of the Sub Registrar of Assurances, Kurla – 2 (Vikhroli) under Serial No. 389 of 2004 dated January 9, 2004 ;
4. The said Society decided to redevelop the said Property by demolishing the Old Buildings and by construction of new buildings on the said Property by utilizing the entire available Floor Space Index (**FSI**) including any premium FSI and obtaining of Transferable Development Rights (“**TDR/MHADA FSI**”) as per the prevailing Rules

and Regulations. The said Society being itself unable to redevelop the said Property on its own has duly appointed SDPL as the Developer to redevelop the said Property and also to utilize the balance FSI available after retaining a portion of the FSI for the beneficial use of the said Society and its Members, and also to permit the Developer to obtain and consume FSI/TDR/MHADA FSI on the said Land *inter alia* for the benefits of the Members of the said Society. The said Society passed a Resolution at its General Body Meeting held on October 29, 2009 by which Shri Ajay Gulabrao Deshmukh (Chairman), Shri Vilas N. Mhaddalkar (Hon. Secretary), Smt. Pratibha Divakar Shetty (Treasurer), Smt. Sujatha H. Shetty (Managing Committee Member) and Shri Rajendra Gudekar (Development Committee Member) were authorized by the said Society to execute and sign the Development Agreement, the Power of Attorney and all other relevant documents as may be required for the redevelopment project that the said Society shall execute in favour of SDPL or their nominees, and to lodge all such documents for registration, to obtain and procure effective registration of such documents and to appear before the Sub-Registrar of Assurances or any other Competent Authority for registration and to admit execution of such documents

5. The said Society signed and executed a Development Agreement dated November 10, 2009 by which the said Society with the consent of more than 70% of its 160 Members appointed SDPL as the developer to redevelop the said Property more particularly described in the First Schedule hereunder written at or for the consideration and on the terms and conditions therein contained. Society has reserved its right to use balance FSI if any on society's land. The said Development Agreement dated November 10, 2009 is duly registered on February 4, 2010 in the office of the Sub-Registrar of Assurances, Kurla – 1, under Serial No. 01332 of 2010;
6. The said Society has on January 12, 2010 signed and delivered to the directors of SDPL a power of attorney appointing the said directors of SDPL as the attorneys for and on behalf of the said Society to act in the name of the said Society and to exercise the various powers and to do or cause to be done the various acts, deeds, matters and things as more particularly provided in the said Power of Attorney. The said Power of Attorney dated January 12, 2010 is duly registered on February 4, 2010 in the office of the Sub-Registrar of Assurances, Kurla – 1, under Serial No. 01333 of 2010 ;
7. The Developer is a private limited company incorporated *inter alia* to obtain finance required for the development of the said Property. SCPL comprises two groups of shareholders: (i) the SDPL Group and (ii) IL&FS Trust Company Limited. For this purpose SDPL has executed and registered a Joint Development Agreement dated May 14, 2010 in favour of the Developer. The said Joint Development Agreement dated

May 14, 2010 is duly registered in the office of the Sub Registrar of Assurances, Kurla – 1 (Kurla) under Serial No. 7106 of 2010 dated June 21, 2010;

8. By and under an Exit Agreement dated March 22, 2012 read with Modification to the Exit Agreement dated December 28, 2012 the IL&FS Trust Company Limited (therein referred to as “Investor”) have agreed *inter alia* to exit from the Developer on the terms and conditions respectively contained in the two Exit Agreements, it being the ultimate intent that SDPL will remain as the only continuing shareholders Group of the Developer. As per the terms of the Modified Exit Agreement executed between the Developer, SDPL and the Investor, the Developer is required to deposit all receivables the receivables/ proceeds from the sale of flats to be constructed on the said Land in escrow account.
9. MHADA has on June 7, 2010 granted their NOC for the redevelopment of the said Land under Regulation 33(5) of the Development Control Regulations, 1991. A copy of the said NOC dated June 7, 2010 is at **Annexure “B”** to this Agreement ;
10. In pursuance of the powers and authorities granted under the Development Agreement, the said Society and the Developer jointly took steps to provide temporary alternate accommodation to all Members and also took proceedings against the non-co-operating Members of the said Society under Regulation 33(5)(7) of the Development Control Regulations, 1991 and obtained vacant possession of the said four buildings (of two wings each) on the said Land. SDPL has demolished the four buildings (of two wings each) on the said Property for the purposes of the redevelopment. Pending the redevelopment/ construction of the rehab building(s), all the 160 Members of the said Society are provided with and/or agreed to be provided with temporary alternate accommodation;
11. Since the execution of the Development Agreement, the provisions of the Development Control Regulations 1991 were amended to incorporate the availability of “fungible Floor Space Index” (“Fungible FSI” for short) for redevelopment proposals *inter alia* in the Mumbai Suburban District. In pursuance of the such amendment, the General Body of the Society at their Special General Body Meeting held on April 22, 2012 considered the desirability to avail of Fungible FSI for the redevelopment of the said Property and have resolved to accept and implement the Fungible FSI in the redevelopment of the said Property;

12. SDPL submitted the necessary plans for obtaining sanction and approval for redevelopment of the said Property. Accordingly, Municipal Corporation of Greater Mumbai has approved :

- i. the Amended plans for Society's Building No. 1, to load the balance FSI of the plot, under Amended Intimation of Disapproval No. CE/5111/BPES /AT dated January 24, 2013. A copy of this Intimation of Disapproval which will be amended to load the balance FSI is at **Annexure "C" "hereinafter referred to as the Proposed Building"**;
- ii. the Amended plans for Rehab Building No. 2 under Amended Intimation of Disapproval No. CE/5112/BPES /AT dated January 24, 2013. A copy of this Intimation of Disapproval is at **Annexure "D" hereinafter referred to as the "Rehab Building"** and ;
- iii. the Amended plans for Sale Building No. 3 under Amended Intimation of Disapproval No. CE/5125/BPES /AT dated March 12, 2013. A copy of this Intimation of Disapproval is at **Annexure "E" "hereinafter referred to as the "Sale Building"**;

13. The Municipal Corporation of Greater Mumbai has granted Commencement Certificate for

- i. the Rehab Building No. 2 under Amended Intimation of Disapproval No. CE/5112/BPES/ AT on May 27, 2014 for construction of the Ground and upper 23 floors ;
- ii. the Sale Building No. 3 under Amended Intimation of Disapproval No. CE/5125/BPES /AT on June 19, 2014 for construction of the Ground and two podiums and 19 upper floors.
- iii. The Commencement Certificate for the Society's Building No. 1 is applied for and pending consideration by the Municipal Corporation of Greater Mumbai.

The plans for obtaining further C.C. has been submitted to concerned governmental authority .The copies of the above referred Commencement Certificates dated 27/05/2014 and 19/06/2014 are at **Annexure "F"** and **Annexure "G"** respectively,

14. SDPL has submitted an application to the State Environment Impact Assessment Authority for Environmental Clearance in respect of the redevelopment project of the said Land in terms of the Government of India Notification No. SO-1553(E) dated September 14, 2006 and the same is pending ;

15. The Purchaser admits and confirms that the Developer shall have the right to utilize any existing / in future, additional FSI and/or TDR, and that the Purchaser / organisation formed by Purchaser shall not claim or raise any demand or objection to the same.

16. The Developer and SDPL are jointly constructing the Rehab Building for permanent alternate accommodation of all the members of the said Society comprising of stilt, 1st to 23rd floors. The Developer and SDPL are providing permanent alternate accommodation to all 160 members of the said Society therein.
17. The Developer is currently constructing a the Sale Building consisting of stilt, 1st podium, 2nd podium, and 19 upper floors (hereinafter referred to as the “Real Estate Project”) for sale of the flats constructed therein on “ownership basis” (as popularly known) under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “said Act”) (hereinafter referred to as “the said Act”) and the Rules made thereunder ;
18. Prior to entering into these presents, the Developer has represented to the Purchaser that the Developer intends to add an additional floor on the Sale Building, and as a part of the second phase of the project, construct one or more buildings on the said Land (Proposed Building/s) using the balance development potential, as may be permitted by the Municipal Corporation of Greater Mumbai. The Purchaser has assured that he, either by himself or through the proposed society will not raise any objection to the same provided, however that the layout of the flat of the purchaser and area mentioned herein does not change. Based on this specific assurance, the Purchaser and the Developer have entered into these presents.
19. The said Society, the Developer and SDPL have obtained a Title Certificate of Messrs. S. Mahomedbhai & Co., Advocates & Solicitors, wherein it is certified that their title over the said Property is marketable and free from reasonable doubts and subject to SCPL and SDPL complying with the provisions of the all permissions obtained from the various authorities for the construction on the said Property the Developer and SDPL are entitled to construct and sell the sale component of the redevelopment project by way of duly constructed sale flats in the project on the said Property. A copy of the said Title Certificate is at **Annexure “H”** hereto ;
20. The said Developer have appointed Architects and have given the prescribed appointment letter to the said Architect and registered with the Council of Architects and have also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the buildings and that the supervision of the said Architect and the said Structural Engineer shall be continued till the completion of the buildings unless otherwise changed ;

21. In the facts and circumstances narrated above, the Developer has sole and exclusive right to sell the duly constructed residential flats in the said Sale Building constructed/to be constructed on the said Property and to enter into agreements with the Purchaser(s) of the residential flats in the said sale building and to receive the sale price thereof in the name of the Developer ;
22. The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title relating to the said Property, the approved plans, designs and specifications prepared by the Developer’s Architects and all other documents as specified under the provisions of the said Act and the Rules made thereunder;

23. The Developer has in addition annexed herewith the following:

Sr. No.	Name of Document	Annexure with this Agreement
1.	Floor Plan	“I”
2.	Location Plan	“J”
3.	List of Amenities provided with every Flat	“K”

24. The Purchaser being fully satisfied in respect of the title of the Developer to the said sale portion have approached the Developer for purchase of **Flat No.** _____admeasuring _____ **Square feet (carpet area,** as defined in the said Act) equivalent to _____ **square feet** carpet area as per the approve plans in the “A” Wing of the said **Sale Building no. 3** named as “**Silver Park**” being constructed on the said Land (hereinafter collectively referred to as “the said Flat”) together with the allotment of _____ **stack car parking(s)** in the sale building (hereinafter collectively referred to as “the said car parking space”) (both the said Flat and the said Car Parking Space being collectively described in the **Second Schedule** hereunder written) on the said Property and the Developer has agreed to sell to the Purchaser the said Flat at the price and on the terms and conditions hereinafter appearing;
25. The Purchaser is aware that the residential flats begin from the floor above the 2nd Podium and have been numerically identified by the Developer as commencing with the Number 3 upwards and ascending with each upper floor as understood in the trade. On each floor the flats (based on their location) are numbered as a suffix to the corresponding numeral of the floor;

26. The Developer the has applied under Section 4 of RERA for registration of the said Real Estate Project as a Phase comprising of the Sale Building (i.e. Building No. 3. and same is registered under Registration no. _____.
27. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for Sale of the said Flat with the Purchaser being in fact these presents and also to register this Agreement under the provisions of the Registration Act, 1908 ;
28. Relying upon the said applications, declaration and the agreement herein contained, the Developer agrees to sell to the Purchaser the said Flat and to allot the said car parking space at the price and on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developer shall construct the said Sale Building consisting of stilt, 1st podium, 2nd podium, and 19 upper floors on the said Land more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved/ as may be approved by the concerned local authority and which have been seen and approved by the Purchaser. At present the Building Plans are sanctioned for stilt, 1st podium, 2nd podium, and 19 (part) upper floors. The Developer will in due course of time submit revised plan so that ultimately the Building may have stilt, 1st podium, 2nd podium, and 19 upper floors. The Developer will have the right to amend and/or modify the said plans as they may think fit and necessary or as may be required by the concerned local authority/ the Government for the smooth and better development of the said Land without any reference to the Purchaser but without in any manner affecting the location and area of the said Flat allotted to the Purchaser. The Purchaser hereby gives his irrevocable consent to the Developer to carry out such alterations, modifications in the sanctioned plan/s of the said proposed sale buildings, as the Developer in their sole discretion think fit and proper and/or such modifications and alterations as are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the local authority, planning authority or Government. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of any variations or modifications which may adversely affect the location of the said Flat or its area.
2. (a) The Purchaser hereby agrees to purchase from the Developer and the Developer agrees to sell to the Purchaser **Flat No.** _____ on _____ **floor** in **“A” Wing** having carpet area admeasuring _____ **square feet (as defined in the said Act), which is equivalent to _____ square feet carpet area as per Municipal Plans** (hereinafter referred to as the **“said Flat”**) and demarcated by red colour hatched lines on the typical floor plan hereto annexed and marked as **Annexure “I”** (hereinafter

referred to as “the said Flat”) in the said Sale Building named as “Silver Park” being constructed on the said Land more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions herein contained along with allotment of ____ **stack car parking space(s)** in the said sale building named as “Silver Park” (hereinafter referred to as the “**said car parking space**”). The said Flat and the said car parking space shall collectively be referred to as the “said Premises” and more particularly described in the Second Schedule hereunder written;

(b) The Developer has informed the Purchaser that the stilt, 1st Podium and 2nd Podium shall comprise of car-parking spaces. The Developer shall assign the said Car Parking Space(s) to the Purchaser after the grant of Occupancy Certificate, by way of a separate letter.

(c) The said Flat and the said designated car-parking spaces are hereinafter collectively referred to as “the said Premises”.

3. The total lump sum price/ consideration including the proportionate price/ consideration of the common areas and facilities appurtenant to the said Premises payable by the Purchaser to the Developer is mutually agreed at **Rs. _____/- (Rupees _____ Only)** which is inclusive of the proportionate cost of common area which price will be payable by the purchaser to the Developer in the manner as set out in Annexure “_” hereto (hereinafter referred to as the Entire Purchase Consideration)..

However, it is clarified that the amount of the said consideration excludes all expenses and deposits separately mentioned in this Agreement and the payments of stamp duty, registration charges, Legal fees & charges **Rs. _____/-** along with service tax thereon at the rate applicable for construction service etc. which shall be borne and paid by the Purchaser separately.

4. The Purchaser shall make the aforesaid payments in the favour of the Developer either by way of cheque/banker’s cheque/RTGS/NEFT as under:

- a. If by way of cheque or banker’s cheque in favour of: “_____ A/c. No. _____”.
- b. If by way of RTGS/NEFT:
 - (i) Name of Account Holder: _____
 - (ii) Name of Bank: _____
 - (iii) Name of Branch and Address: _____
 - (iv) A/c. No.: _____

(v) IFSC Code: _____

The Purchaser shall on making a payment via RTGS/NEFT share with the Developer the UTR Code/Reference No. to identify the payment. The aforesaid account is a designated account, in terms of the said Act.

5. The Purchaser hereby confirms that the consideration mentioned hereinabove is net amount. In addition to the aforesaid consideration, the Purchaser shall also pay to the Developer amount of GST or any other, charges, taxes or levies, by whatever name it may be called and whether payable by Developer and/or Purchaser for sale of said premises to the Purchaser herein. The Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the said Premises to the Purchaser herein. The same shall be paid and/or settled by the Purchaser immediately without making the Owner herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cess etc. whether direct or indirect (including but not limited to GST) by the Purchaser, the Purchaser shall be liable to pay any/all penalty, interest etc. that may be levied by such Authority along with interest as stipulated in as stipulated in the Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest And Disclosure on Websites) Rules, 2017 (hereinafter referred to as the “RERA Interest Rules”) on the delayed payment to the Developer.
6. The Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Developer under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Developer, only upon the purchaser submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Developer in the prescribed Form No. 26AS of the Developer. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations / liability for non-payment of such TDS.

7. The said consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in any taxes, charge or levy which may be increased and/or imposed by the competent authority, Local Bodies/Government from time to time. The Developer undertake and agrees that while raising a demand on the Purchaser for increase in development charges, taxes, or levies imposed by the competent authorities etc., the Developer will enclose the said notification/order/rule/regulation, published/issued in that behalf to that effect.
8. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Premises.
9. The Developer hereby declares that the Floor Space Index available in respect of the said land is as per the Table thereof contained in the sanctioned plans of which the Purchaser has taken inspection prior to the execution of this Agreement. The Developer further declares that no part of the said floor space index has been utilised by the Developer elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Developer elsewhere, then the Developer shall furnish to the Purchaser all the detailed particulars in respect of such utilization of said floor space index. The Developer is constructing the sanctioned floors of the sale building by loading Fungible Floor Space Index on the sale building. All such additional Floor Space Index, by whatever name called, that may become available for additional construction on the sale building shall belong exclusively to the Developer and the Purchaser and/or any juristic body or association or Society of the flat purchasers of the sale building shall neither have nor make any claim to such additional or compensatory FSI including and not limited to any further FSI that may become available as Fungible FSI or otherwise.
10. The Purchaser and/or any juristic body or association or Society of the Flat Purchaser of the sale building have given his/her/its irrevocable consent to the changes in the layout proposal and/or amendments of building plans and/or Intimation of Disapproval, Commencement Certificate and/or Occupation Certificate pertaining to the sanctioned plans and more particularly pertaining to the Sale Building and/or the utilisation of such additional or compensatory FSI including and not limited to any FSI that may become available due to utilisation of Fungible FSI or otherwise for construction beyond the nineteenth floor of the sale building
11. The Developer hereby agrees that before handing over possession of the said Premises to the Purchaser and in any event before execution of an assignment of lease of the said

land in favour of a corporate body to be formed by the purchasers of flats in the sale building to be constructed on the said Land (hereinafter referred to as “the Society”/”the Limited Company”) the Developer will make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Developer has absolute, clear and marketable title to the said Land so as to enable the Developer to convey to the said Society / Limited Company such absolute, clear and marketable title on the execution of an assignment of lease of the said Land by the Developer in favour of the said Society / Limited Company.

12. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Premises. Thereafter, the same shall be complied and performed by the Purchaser.
13. The Developer shall provide amenities to the Purchaser as per the list thereof at **Annexure “K”** hereto. The Developer confirms that the specifications, fixtures, fittings and amenities mentioned in Annexure K hereto are tentative, and are subject to availability of the same. In case of unavailability, the Developer is entitled to give an equivalent product and the Purchaser hereby irrevocably grants his consent to the same.
14. The Developer may at their option apply for and obtain part Occupation Certificate in respect of the said Building, as per the plan presently sanctioned and may carry out and complete construction of the remaining part of the said Building as and when revised plans are sanctioned and the Purchaser will not raise objections thereto on any ground whatsoever.
15. It is expressly agreed by and between the Purchaser and the Developer that the Developer will endeavor to hand over the possession of the said premises by 31/12/2017 and complete entire development of the said building by 31/12/2018, PROVIDED the Developer has received the Entire Purchase Consideration as above of the respective premises and all other amounts payable by the Purchaser to the Developer under these presents unless the delay in handing over possession is on account of Force Majeure as stipulated in Clause ____ (hereinafter “FORCE MAJEURE EVENT”) hereto. For the purpose of this clause, the “Entire Purchase Consideration” shall include the interest/penalty payable by the Purchaser to the Developer in accordance with the terms of this Agreement, GST as well as other amounts payable by the Purchaser as provided in this Agreement.

- 16.** For the purpose of these presents “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances set out below that affects the Developer in the performance of his obligations in accordance with the terms of this Agreement:-
- (a) Non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of Property; or
 - (b) any notice, order, rules, notification of the Government and/or other public or competent authority;
 - (c) c. any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or
 - (d) any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
 - (e) any change in law, order of any court or authority which affects the performance of the Developer under this Agreement; or.
 - (f) delay in sanction of building plans or further permissions or grant of any NOC/permission/licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or
 - (g) delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Developer to terminate this agreement as mentioned hereinabove); or
 - (h) Acts of terrorism; or
 - (i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions. 10.
- 17.** The Parties agree that if on account of Force Majeure Event, construction is delayed then the date of handing over possession will automatically stand extended to that extent.
- 18.** If the Developer fails or neglects to give possession of the said Premises to the Purchaser by 31/12/2017, as stated hereinabove save and except on account of Force Majeure (as defined in Clause __) or any reasons beyond their control or as provided in section 18 of the said Act, then the Purchaser shall be entitled to after giving 30 days’ notice in writing, to terminate the Agreement and thereupon the Developer shall be liable on demand to refund to the Purchaser amount already received by him in respect of the said Premises along with interest at the rate stipulated in RERA Interest Rules from the date of the receipt of such amount till payment simultaneously against the

Purchaser executing and registering requisite Cancellation Deed Till the entire amount along with interest thereon is refunded by the Developer to the Purchaser, the same shall, subject to prior encumbrance, if any, be charged on the said property as well as construction or building/s in which the said Premises is situated. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said premises or against the said property in any manner whatsoever and the Developer shall be entitled to deal with or dispose of the said premises to any person or party as the Developer may desire at his absolute discretion.

19. The Purchaser shall take possession of the premises upon the said premises being notified by the Developer as ready for use and occupation against payment of the balance consideration amount and other amounts payable under this agreement within 15 days of the Developer giving written notice to the Purchaser intimating that the said premises is ready for use and occupation. The upkeep and maintenance of said Premises shall thereafter be the responsibility of the Purchaser, irrespective of whether he chooses to occupy, use or possess the said Premises or not.
20. The Purchaser further agrees that regardless of whether he takes possession or not, the Purchaser shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the said Premises, and shall not hold the Developer liable for the same.
21. The Purchaser hereby acknowledges and agrees that the aforesaid carpet area of the said Premises is always subject to a minor variation of up to +/-3% of the carpet area, and the Purchaser shall have not object to the same in any manner whatsoever. The Parties confirm that if upon actual construction carpet area of the said Premises agreed to be sold to the Purchaser is found to be more or less than 3% of the carpet area mentioned herein, then the consideration required to be paid by the Purchaser shall stand increased/decreased on pro-rata basis.
22. Commencing a fortnight after notice in writing is given by the Developer to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the said Flat) of outgoings in respect of the said Property and the said New Building including local taxes, betterment charges, development charges etc (by whatever name it is/may be called) lease rent or ground rent payable to MCGM or such other taxes, charges or 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 Property and the said building constructed thereon. The Purchaser shall also be liable to bear and pay proportionate share (i.e. in proportion to the carpet area of the said Premises) the maintenance and other outgoings in respect of all other common areas, amenities and facilities of the Proposed New Building. The Purchaser further

- agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developer / Society provisional monthly contribution of Rs. _____/- (Rupees _____/-) towards the aforesaid outgoings. The Purchaser shall pay an amount equivalent to twelve months provisional monthly contribution and outgoings in advance on or before taking possession of the said Flat. The Purchaser shall pay such provisional contribution quarterly in advance on the 5th day of each and every quarter and shall not withhold the same for any reason whatsoever. The Developer shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper. The Purchaser shall be liable to pay electricity bill of individual meters separately.
- 23.** The Purchaser shall, prior to taking possession of the said Premises examine and satisfy himself with the area of the said Premises and the said amenities/fixtures. Thereafter, the Purchaser shall have no claim against the Developer with respect to the said Premises or any other amenities/fixtures of the said Building or any amenities/fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and /or this Agreement and/or otherwise.
- 24.** If within a period of five years from the date of occupation certificate or handing over possession of the said premises to the Purchaser, whichever is earlier, the Purchaser brings to the notice of the Developer any structural defect in the said Premises or the wing in which the said Premises is situated or any defects on account of workmanship, quality, then wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Purchaser carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Developer and of the concerned authorities wherever required, then, in that case the liability of the Developer shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his own cost.
- 25.** The Purchaser shall ensure while, carrying out any work in the said flat that the water proofing treatment given by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's said Premises and/or in any other flat, then the Purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Developer and/or from the Purchaser of the flat in whose flat there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Developer and/or purchaser of the flat in whose flat there is a leakage shall be entitled to enter the said Flat of the Purchaser and rectify the defect entirely at the costs of the Purchaser.
- 26.** The Purchaser shall use the said Flat agreed to be sold to the Purchaser for residential

purpose only and will not use the same for any other purpose, without obtaining the prior written consent of the Developer. The Purchaser shall use the said flat or any part thereof for the residential purpose and use the Car parking space for parking of car only.

27. The Purchaser along with other purchaser/s of premises in the building shall join in forming and registering an Association of persons or a co-operative Society or a limited company (sole option being with the Developer herein) as may be decided by the Developer to be known by such name as the Developer may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the application for registration and for Membership and other papers and documents necessary for the formation and registration of the Society or limited company and for becoming a member, including adoption of the bye-laws of the proposed Society and shall duly fill in, sign and return them to the Developer within seven days of the same being forwarded by the Developer to the Purchasers, so as to enable the Developer to register the organization of the Purchasers, under the provisions of the said Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Cooperative Societies or the Registrar of Companies as the case may be or any other competent authority.
28. If separate Society is formed then the Developer shall cause conveyance of superstructure of the sale building is executed in favour of the Association of Persons or Co-operative Society or limited company or any divided or transferee Association of Persons, co-operative society or company in accordance with the foregoing clauses only after the Developer have loaded/ utilized the entire Floor Space Index of the said Property by construction of additional floors of the sale building as well as building no.1 and applied for and obtained the occupation certificate of the sale building and after the Developer have sold and disposed off all premises constructed by the Developer in the sale building. The proportionate payments of lease rent/ renewals shall then be borne and paid for by the Association of Persons or Co-operative Society or limited company, as the case may be.
29. The Purchaser further agrees and accepts that from the date of the said Premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (in the proportion to the floor area of the said Premises) of all outgoings in respect of the said Land and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government and the

maintenance charges in respect of common amenities. The Purchaser shall be liable to pay Development & infrastructure charges at the rate of Rs.700/- per Sq.ft (as per Annexure-L) and any increase in cost of procurement, labour charges will be charged separately plus applicable service tax at the time of amount due and all the taxes on the basis of their use.

- 30.** The Purchaser shall before receiving possession of the said Premises, shall pay the Developer the following amounts, namely: -

Sr. No	Particulars	Amount
1.	Society Formation Charges along with service tax thereon at the rate applicable for construction service.	_____
1.	Development and Infrastructure Charges @Rs.700/-s sq.ft. (shown as Annexure “L”) (Any increase in cost of procurement i.e. increase or decrease in labour charges will be charged accordingly) plus applicable service tax at the time of amount due presently rate is 15%	_____

- (a)** Electricity meter deposit will be collected at the time of handing over possession as per the then existing rates.

* Note GST as well as all other Taxes, Charges, Cesses, Levies as may be applicable and Registration Charges and Stamp Duty (computed at the applicable rate of the market value of the flat) on actuals to be paid by the Purchaser as on demand.

- 31.** It is agreed by and between the Purchaser and the Developer and/or the Purchaser has covenanted as follows :

(a) Timely payment of the price by the Purchaser to the Developer shall be of the essence and the Purchaser shall be liable to pay interest at the rate specified in RERA Interest Rules on all delayed payments from the due date till the date of payment thereof.

(b) Without prejudice to the rights of the Developer to receive interest at the rate specified in RERA Interest Rules on all delayed payments, on the Purchaser/s committing default in payment on due dates (time being always of essence) of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her/their proportionate shares of taxes levied by concerned local authority and other outgoings) and on the Purchasers not issuing to the Developer the requisite Certificate of Deposit of Tax Deducted at Source by the Purchaser and the time of making payment of the price as provided hereinbefore and/or on the Purchaser committing breach of any of the terms and conditions herein contained the Developer shall be entitled, at their own option, to terminate this Agreement.

(c) Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s 30 (thirty) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchasers in remedying such breach or breaches within thirty days after the giving of such notice.

(d) Provided further that upon termination of this Agreement as aforesaid, the Developer shall forfeit 10% of the Entire Purchase Consideration, as the agreed liquidated damages and refund to the Purchaser the balance amounts within a period of 30 days. The Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement and refund of aforesaid amount by the Developer, the Developer shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developer may in their absolute discretion think fit. The Purchaser agrees that receipt of the said refund by cheque from the Developer by the Purchaser by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchasers accepts or encashes the cheque or not, will amount to the said refund.

32. The Purchaser himself/herself with intention to bind themselves and all persons into whosoever hands the said Premises come and their successors-in-title doth hereby agree, confirm and covenant with Developer as follows:

(a) To maintain the said Premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said Premises being taken by him/ her/ them and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said Premises is situated which may be against the Rules, Regulations, or Bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said Premises is situated.

(b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be

carried heavy packages to upper floors which may damage or is likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said Premises are situate including entrances of the building in which the said Premises are situate and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

- (c) To carry out at their own cost, all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were handed over by the Developer to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said Premises or to the building in which the said Premises are situate, or carry out the repairs and changes in the said Premises which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority which may endanger the Premises above or below the said Premises. In the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor any time make or cause to be made any addition or alteration of any structural or material nature in or to the Premises or any part thereof including extensions of any nature whatsoever nor any alteration in the elevation, and outside colour scheme of building in which the said Premises are situated and shall keep the portions, sewers, drains, pipes in the said Premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the Premises are situated and shall not chisel or in any other manner damages columns, beams, walls, slabs or RCC part or other structural Members in the Premises without prior written permission of the Developer and/or Society or the limited company or the local authority.
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said plot and the building in which the said Premises are situate.
- (f) Pay to the Developer within 7 days of demand by the Developer, his/ her/ their share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said Premises are situate.

- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/ or Government and / or other public Authorities on account of change of user of the said Premises by the Purchaser or otherwise.
- (h) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit of this Agreement or of the said Premises or part with possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non observance of any of the terms and conditions of this Agreement.
- (i) The Purchaser hereby undertakes that Purchaser will not carry on any illegal activities in the Premises agreed to be purchased and further agrees and undertakes that they themselves or through their nominee / occupier shall not carry on any such activities which may be illegal/ antisocial/ anti-national etc., which may tarnish the reputation of the Developer and cause nuisance to neighboring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said Premises whether directly or indirectly through their agent or Developer, the Developer shall be entitled to cancel this agreement in interest of public, peace and tranquility and have the Purchaser evicted from the said Premises.
- (j) It is hereby expressly agreed that the Purchaser shall permit the Developer and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
- (k) The Purchaser shall observe and perform all the rules and regulations which the Society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the Premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Society/limited company regarding the occupation and use of the Premises in the building/s and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and building/s or any part of thereof save and except the said Premises. The Developer hereby reserves their rights and the Purchaser hereby gives her/his irrevocable NOC/Consent permitting the Developer to put up , Hoarding and signage upon the building hereby constructed and that the Purchaser shall not object to the Developer putting up the Hoarding on the terrace of the said Building as per the sanction and permission granted by the concerned authorities and for that purpose shall at all reasonable times allow the Developer' workmen or the workmen of the firm putting up the Hoarding / Signage, to enter into upon the said building or any part thereof to view and examine the state and conditions thereof.

33. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver or acquiescence on part of the Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Developer.
34. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by the pre-paid/registered post under certificate at their addresses specified in the title.
35. The recitals referred above shall form the integral part of this agreement.
36. The Purchaser hereby declare that they have gone through the Agreement and all the documents related to the said Property and the Premises purchased by the Purchaser and have expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied have entered into this Agreement.
37. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto :
 - a. that the terrace space in front of or adjacent to the terrace flats in the said sale building shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Developer or the Society, or as the case may be, the Limited Company.
 - b. that the Developer have given clear idea to the Purchaser and the Purchaser have expressly agreed that the Developer have reserved the exclusive and permanent rights for installing hoardings, neon sign boards / on the said Property or on the building's to be constructed on the said Property or on the terrace of the building/s. The Developer may advertise for themselves or their sister concerns for their

existing or future schemes or the Developer have absolute right to sell/to give on rental basis said rights to anybody as per their own choice. The Purchaser or their nominees or their Association of Apartment Owners/cooperative Society /limited company shall not object to the same for whatsoever reason and the Purchaser or Association of Apartment Owners/cooperative Society/limited company shall not claim any monetary consideration or any benefit in respect of installing hoardings' neon signs on the said Property.

- 38.** Notwithstanding anything contained herein to the contrary, it is hereby agreed and recorded that the Developer has and shall always have the absolute right to complete the entire development on the said Land without any hindrance whatsoever either from the Purchaser or any one else acting through the Purchasers, including the association of purchasers/society/limited company.
- 39.** The Developer shall be entitled to exclusively retain the open/amenity spaces in the layout in the said larger land if any. The Developer shall also be entitled to avail of the F.S.I, that may be granted on the said open space and construct any kind of construction as may be decided by the Developer in their absolute discretion and retain the same for its exclusive use but the same shall be subject to necessary approvals from the appropriate authorities.
- 40.** The Developer shall be entitled for the better use and enjoyment of all or any amenity available to the flat purchasers of the free sale building in general to appoint, employ, engage or empower any persons or person or any firm or body corporate whatsoever to supervise, control, manage, run, conduct or carry on the business of providing the said amenity to the Purchaser and the Society/ body corporate/ association of Flat Purchasers of the free sale building on such terms and conditions as the Developer may deem fit.
- 41.** The Purchaser for himself/ with intention to bring all persons unto whomsoever hands the said premises may come, doth/do hereby represent to the Owner/Developer as follows:
- (a) That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
 - (b) That he waives his right to raise any questions or objections to the title of the Developer and of the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Developer.

(c) That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein

42. This agreement shall always be subject to the provisions of Real Estate (Regulation & Development) Act, 2016.
43. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act (Real Estate (Regulation & 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 RERA 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.
44. The Flat Purchaser/ Developer, as the case may be, shall present this Agreement as well as the assignment of the lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.
45. It is expressly agreed by and between the Purchaser and the Developer that all and/or any notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at:

Name: _____
Email: _____
Address: _____

And to the Developer if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at:

Name: Silvex Constructions Pvt. Ltd.
Email: Prabhav1973@yahoo.com [P&Co. Note: Please confirm]
Address: _____

The Purchaser and Developer agree 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 Purchaser or the Developer, as the case may be.

46. The Purchaser hereby agrees that in case there are joint-purchasers, all communications shall be sent by the Developer to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
47. This Agreement sets forth the entire agreement and understanding between the Purchaser and the Developer and supersedes, cancels and/or merges:
- (a) All agreements, letter of allotment, negotiations, commitments, writings etc. between the Purchaser and the Developer prior to the date of execution of this agreement;
 - (b) All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and/or through on any other medium;
 - (c) The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developer under this Agreement; 47.
 - (d) The Purchaser agrees and acknowledges that the sample flat that may be constructed by the Developer and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Developer are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Developer under this Agreement;

48. The PAN No. of the Parties Are As Follows:

(a) The Developer:	
Silvex Constructions Pvt. Ltd.	AANCS4544H,
(b) The Purchaser:	
_____	_____
_____	_____
_____	_____

**THE FIRST SCHEDULE ABOVE REFERRED TO
PROPERTY ABOVE REFERRED TO:**

ALL that piece or parcel of leasehold land bearing Survey No. 44/2 and CTS Nos. 658/2, 658/3, 666(part), 667(part) and bearing New CTS No. 658/2A of Nahur, Mulund (West), Mumbai 400080 in the registration Sub-District of Kurla and Suburban District of Mumbai and admeasuring 6,164 square meters (as per Property Card) or thereabouts. The Maharashtra Housing and Area Development Authority is the lessor of the leasehold land. The said land is bounded on four sides by other lands owned by MHADA. The erstwhile four buildings (of two wings) each constructed on the said leasehold land bearing Building Nos. 1A, 1B, 2A, 2B, 3A, 3B, 4A and 4B and owned

by the Society which have since been demolished. A Electric Sub-station having storied structure is constructed on the leasehold land.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
 (“The said Flat”) AND (“The Car Parking Spaces)**

The Flat in the Sale building to be constructed on the property more particularly described in the First Schedule above referred to namely:-

- (a) **Flat No.** _____ **on** _____ **floor “A” Wing** in the sale Building of the project
- (b) admeasuring _____ **Square Feet** of carpet area.
- (c) One stack car parking in the Sale Building on the said Property

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first herein above mentioned.

THE COMMON SEAL OF)

SILVEX CONSTRUCTIONS)
PRIVATE LIMITED,)
“the Developer” has been hereunto)
affixed in pursuance of the Resolution)
dated _____)
of the Board of Directors of the)
Developer and is affixed in the)
presence of _____)
who is authorised by the said)
Resolution for the same and in the)
presence of)

- 1.
- 2.

THE COMMON SEAL OF)

SILVEX DEVELOPERS PRIVATE)
LIMITED, THROUGH ITS CONSTITUTE)
ATTORNEY SILVEX CONSTRUCIONS)
PVT LTD “SDPL” has been hereunto)
affixed in pursuance of the Resolution)
dated _____)
of the Board of Directors of the)
Developer and is affixed in the)
presence of _____)
who is authorised by the said)
Resolution for the same and in the)
presence of)

1.

2.

SIGNED AND DELIVERED)
by the withinamed “the Purchasers)
MRS.)
Pan No:)
MR.)
Pan No.)
MR.)
Pan No.)
presence of)

1.

2.

R E C E I P T

RECEIVED of and from the within named Purchasers _____ sum of **Rs.**
_____-/- (**Rupees** _____ **Only**) by various cheques as part consideration as
within mentioned paid by Purchasers to us.

WE SAY RECEIVED **Rs.** _____/-
For Silvex Constructions Private Limited

Witnesses:

1.

Authorised Signatory
DEVELOPER

2.

.....

DATED THIS _____ , 2017

.....

SILVEX CONSTRUCTIONS PRIVATE
LIMITED

... the Developer

AND

SILVEX DEVELOPERS PRIVATE LIMITED

AND

.....the Purchaser

AGREEMENT FOR SALE
