

## **AGREEMENT FOR SALE OF APARTMENT**

THIS AGREEMENT is made at Karjat this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN

**M/s. SILVEX REALTY PRIVATE LIMITED**, a company registered under the provisions of the Indian Companies Act 1956 and having its Registered Office at "Silvex House", Nana Master Nagar, Karjat-410 101, Maharashtra, India, hereinafter for brevity's sake referred to as "the DEVELOPERS" (which expression shall wherever the context so requires or admits of be deemed to mean and include its successors) of the One Part;

**AND**

**Mr/Mrs/M/s.** \_\_\_age \_\_\_ an Indian inhabitant, residing at \_\_\_\_ . hereinafter referred to as "the Purchasers" (which expression shall wherever the context so requires or admits of be deemed to mean and include its successors and permitted assigns) of the Other Part;

### **WHEREAS:**

(A) One Henry Paul Vincent Carasco was the absolute owner of the immovable property i.e. vacant agricultural land bearing Survey No 73 Hissa No.2, admeasuring 15-4 Acres, of Village Dhamote Taluka Karjat, District Raigad. By and under a Registered Sale Deed dated 4/3/2005 the said Henry Paul Vincent Carasco, sold and transferred the said land to one Ramesh Pukhraj (alias Futurmal) Jain. The Circle Officer Neral transferred the abovementioned property to the name of the said Ramesh Pukhraj (alias Futurmal) Jain in the Record of Rights vide Mutation Entry No. 1619 dated 5-3-2005 sanctioned on 23-3-2005;

(B) The said Henry Paul Vincent Carasco was the absolute owner of the immovable property i.e. vacant agricultural land bearing Survey No 73 Hissa No.4, admeasuring 13-0 Acres, of Village Dhamote Taluka Karjat, District Raigad. By and under a Registered Sale Deed dated 4/3/2005 the said Henry Paul Vincent Carasco, sold and transferred the said land to the said Ramesh Pukhraj (alias Futurmal) Jain. The Circle Officer Neral transferred the abovementioned property to the name of the said Ramesh Pukhraj (alias Futurmal) Jain in the Record of Rights vide Mutation Entry No. 1620 dated 5-3-2005 sanctioned on 23-3-2005;

(C) The said Henry Paul Vincent Carasco was the absolute owner of the immovable property i.e. vacant agricultural land bearing Survey No 74 Hissa No.0, admeasuring 35-0 Acres, of Village Dhamote Taluka Karjat, District Raigad. By and under a Registered Sale Deed dated 4/3/2005 the said Henry Paul Vincent Carasco, sold and transferred the said land to the said Ramesh Pukhraj (alias Futurmal) Jain. The Circle Officer Neral transferred the abovementioned property to the name of the said Ramesh

Pukhraj (alias Futurmal) Jain in the Record of Rights vide Mutation Entry No. 1621 dated 5-3-2005 sanctioned on 23-3-2005;

(D) One Ramesh Mangal Virle was the absolute owner of the immoveable property i.e. vacant agricultural land bearing Survey No 75 Hissa No.2A, admeasuring 60-0 Acres, of Village Dhamote Taluka Karjat, District Raigad. By and under an Application and Statement dated 27-12-1988, the said Ramesh Mangal Virle transferred the said land to his brother Suresh Nago Virle whose name was entered in the Record of Rights vide Mutation Entry No.1071 dated 27-12-1988 which was duly sanctioned by the Revenue Authorities on 13-1-1989. By and under a Registered Sale Deed dated 4-12-2000 the said Suresh Nago Virle, sold and transferred a Building admeasuring 50-0 Acres out of the said land to the said Ramesh Pukhraj (alias Futurmal) Jain in pursuance of a Sale Permission Order No.Tenancy/S.R./167/2000 dated 24-10-2000 issued by the Sub-Divisional Officer, Panvel. The Circle Officer Neral transferred the abovementioned property to the name of the said Ramesh Pukhraj (alias Futurmal) Jain in the Record of Rights vide Mutation Entry No. 1518 dated 20-1-2001. By and under another Registered Sale Deed dated 4-12-2000 the said Suresh Nago Virle, sold and transferred the remaining Building admeasuring 10-0 Acres out of the said land to the said Ramesh Pukhraj (alias Futurmal) Jain in pursuance of a Sale Permission Order No.Tenancy/S.R./167/2000 dated 24-10-2000 issued by the Sub-Divisional Officer, Panvel. The Circle Officer Neral transferred the abovementioned property to the name of the said Ramesh Pukhraj (alias Futurmal) Jain in the Record of Rights vide Mutation Entry No. 1519 dated 20-1-2001;

(E) One Dinakarrao Shripati Yadav was the absolute owner of the immoveable property i.e. vacant agricultural land bearing Survey No 75 Hissa No.2B, admeasuring 69-0 Acres, of Village Dhamote Taluka Karjat, District Raigad. By and under a Registered Sale Deed dated 18-5-2004 the said Dinakarrao Shripati Yadav, sold and transferred the said land to the said Ramesh Pukhraj (alias Futurmal) Jain. The Circle Officer Neral transferred the abovementioned property to the name of the said Ramesh Pukhraj (alias Futurmal) Jain in the Record of Rights vide Mutation Entry No. 1603 dated 20-5-2004;

(F) In the circumstances the said Ramesh Pukhraj (alias Futurmal) Jain became solely and absolutely entitled to the abovementioned lands which are hereinafter collectively referred to as "the said Original Lands".

(G) The said Original Lands were duly converted for Non-Agricultural user by the Collector, Alibag, Raigad by his N.A. Order No:L.N.A.1/S.R.237/2005 dated 31-3-2006 in respect of the said Original Lands bearing Survey Nos. 73/2, 73/4 & 74/0 and N.A. Order No. L.N.A.1/S.R.292/2004 dated 23/8/2005 in respect of lands bearing Survey Nos. 75/2A & 75/2B;

(H) The said Original Lands were previously amalgamated into one composite plot and thereafter the said composite plot was sub-divided into

various sub-plots with internal access roads to the said sub-plots. The said scheme of amalgamation and sub-division had been duly sanctioned by the Town Planning Authorities, Alibaug, Raigad by its Letter No.1696 dated 5-10-2006 in respect of the said lands bearing Survey Nos. 73/2, 73/4 & 74/0 and Letter No.1842 dated 5/11/2004 in respect of lands bearing Survey Nos. 75/2A & 75/2B;

(I) The said Ramesh Pukhraj (alias Futurmal) Jain was desirous of developing the said Original Lands by constructing proposed new multistoried buildings with a view to selling the apartments in such multistoried buildings to prospective purchasers thereof on "ownership" basis;

(J) The said Ramesh Pukhraj (alias Futurmal) Jain was unable to so develop the said Original Lands and therefore, by and under a Development Agreement dated 14/3/2007 and registered with the Sub-Registrar of Assurances at Karjat under Serial No.1868 of 2007, the said Ramesh Pukhraj (alias Futurmal) Jain granted Development Rights to Silvex Realty Private Limited, a company registered under the provisions of the Indian Companies Act and having its Registered Office at "Silvex House", Nana Master Nagar, Karjat-410 101, Maharashtra, India ("the Developers"), and, in pursuance of the said Development Agreement, executed an Irrevocable Power of Attorney dated 14/3/2007 in favour of the nominee of the Developers, i.e. one Shri Shailesh Subhash Mahadik (hereinafter "the Attorney"), which said Power of Attorney was duly registered with the Sub-Registrar of Assurances at Karjat under Serial No.1869 of 2007;

(K) In terms of the said Development Agreement, the said Ramesh Pukhraj (alias Futurmal) Jain has agreed to convey all his right title and interest in the said Original Lands to the Developers and/or its nominees;

(L) The Developer had previously mortgaged the said Original Lands but the said mortgage was duly redeemed;

(M) The Developers has already acquired certain other pieces of land bearing Survey Nos.75/1 and 76/1(part) and is also acquiring further and other pieces of land adjacent to the said Original Lands (hereinafter collectively "the said Additional Lands") adjacent to the said Original Lands with a view to amalgamating the same with the said Original Lands and developing the same along with the said Original Lands by constructing further multistoried buildings thereon and registering/causing to be registered declarations dedicating these Additional Lands under the provisions of the Maharashtra Apartment Ownership Act, 1970. (The said Original Lands and the said Additional Lands are hereinafter collectively referred to as "the said Lands");

(N) The Developers and/or its nominee shall ultimately obtain conveyances/leases of the said Lands in its favour so as to constitute itself and/or its nominee/s as the absolute owner thereof;

(O) In the circumstances the Developers have developed the said Lands by demarcating various “portions” thereof and have constructed on each such “portion” a multi-storied building consisting of apartments for use as residences, shops, commercial establishments, hotels, restaurants etc. or any other permissible user as designated by the Developers, and have dedicated each such “portion” under the provisions of the Maharashtra Apartment Ownership Act, 1970 and, the owners thereof have signed and registered a Declaration under the provisions of the said Act ( in pursuance whereof the Developer has caused the said Ramesh Pukhraj [alias Futurmal] Jain through his nominee to sign and register a Declaration dated 02/05/2008 and registered with the Sub-Registrar of Assurances at Karjat under Serial No. 3229 of 2008, under the provisions of Section 2 of the Maharashtra Apartment Ownership Act, 1970 and shall cause the owners of the said Additional Lands to execute and register similar declarations under the said Act and, on sale of all the apartments therein (for specified user as may be designated by the Developer), the Developer and/or its said nominee/s shall execute a Deed of Apartment by way of sale in respect of each apartment and proportionate share in the common spaces and facilities and by way of lease in respect of a proportionate share in respect of each such ‘portion” of the said Lands in favour each of the purchasers of apartments in each of the respective said buildings on each of the said respective “portions”;

(P) The Developers, had got plans, specifications, elevations and other details of some of the proposed buildings duly approved and sanctioned from the Gram Panchayat of Kolhare vide its Order detailed in its Letter No.042-2006/07 dated 15/03/2007 issued in pursuance of a Resolution No.200/12 passed at its meeting held on 27-10-2006.

(Q) The Collector, Raigad and The Town Planning Authorities, Alibaug, Raigad had also sanctioned the said plans by its Order detailed in its Letter No.1L.N.A..1/S.R 116/2007 dated 30-3-2007.

(R) Owing to exigencies of proper planning and other circumstances certain amendments were necessary to be carried out to the said sanctioned plans and the Developer therefore carried out certain amendments to the said sanctioned plans which were duly sanctioned by the concerned authorities under Order dated 10-8-2009 by the Collector and Order dated 30-8-2008 by the Town Planning Authorities;

(S) Further, The Developers revised the plan and The Town Planning Authorities, Alibaug, Raigad has sanctioned the said plans on dated 28-5-2015 and the Collector of Raigad, Alibaug issued Order detailed in its Letter No. L.N.A..1(B)/S.R 148/2014 dated 23-9-2015

(T) In the circumstances the Developer demarcated a “portion” admeasuring \_\_\_\_ sq. mtrs. (hereinafter “the said Portion”) forming part of the said Lands which said Lands are more particularly SECONDLY

described in the First Schedule hereunder written and which said "Portion" is more particularly Secondly described in the First Schedule hereunder written and is in the process of constructing a building known as "\_\_\_ Building)" consisting of \_\_\_ apartments (hereinafter "the said Building) as per the said amended plan on the said demarcated "Portion";

(U) The Developers have constructed certain facilities in and around the said Building for the exclusive common use and enjoyment of the purchasers of apartments in the said Building and have surrounded such facilities and the said "Building" by a suitable demarcation (which said common facilities are hereinafter referred to as "the said Common Facilities");

(V) The Developers have also proposed (in addition to the aforesaid Common Facilities) to set up, operate and maintain certain private facilities and areas (hereinafter "the said Private Facilities" more particularly described in the Sixth Schedule hereunder) in the remaining portions of the said Lands (i.e. other than the said buildings or the said portions demarcated around the buildings as per Recital (O) above) as well as provide certain utilities (which shall also form part of the said Private Facilities) which said Private Facilities shall belong absolutely to the Developer who shall operate and provide the same either by itself or through its nominees/ assigns/lessees/licensees etc. with a view that the purchasers of the apartments in the said Building as well as the other buildings constructed on all the said Lands (a) shall be obliged to use the said utilities to service their respective apartments and (b) may, at the discretion and with the permission of the Developers and/or its said nominees/assigns/lessees/licensees etc, avail of the said Private Facilities, all for the price and on the terms and conditions that the Developers and/or its said nominees/ assigns/lessees/licensees etc. would in their absolute discretion decide from time to time regarding the use of the said Private Facilities;

(W) The Developers entered into a standard agreement with M/s. Elevation Architects and Interiors, Architect registered with the Council of Architects and have appointed Structural Consultants for the preparation of the structural designs and drawings of the said Building duly constructed and the Developer accepted the professional supervision of the Architect and the Structural Consultants till the completion of the said Building;

(X) While sanctioning the plans, the Sanctioning Authorities laid down certain terms, conditions and restrictions which were observed and performed by the Developers while developing the said Lands and upon such due observance and performance of which only the necessary permission for occupation of the said Building has been granted by the Grampanchayat Authorities;

(Y) The Developers herein are alone entitled to sell the apartments in the said Building constructed by the Developers and to enter into agreements

for sale / sale deed of the same with the Purchasers thereof and to receive and appropriate to itself the sale proceeds thereof and to sign and execute the required documents for transfer of the title;

(Z) The Purchaser/s demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents relating to the said Lands, the plans, specifications of the said Building prepared by the Developers' Architects and such other documents and the Purchaser/s is/are fully satisfied with the title of the said Ramesh Pukhraj (alias Futarmal) Jain and the other original owners and the Developers' right to develop the said Lands and to sell the apartments in the said Building;

(AA) A copy of the Certificate of Title issued by Eknath R Bhaware, Advocate for the Developers, a copy of the Record of Rights, copies of the Orders of the Sanctioning Authorities and the copy of the plan in respect of the apartment agreed to be purchased by the Purchaser/s have been annexed hereto and marked as Annexures "A", "B", "C" and "D" respectively;

(AB) The Purchaser/s applied to the Developers for sale to the Purchaser/s of \_\_\_\_\_ on the second floor on "ownership" basis (hereinafter referred to as "the said Apartment" and more particularly described in the Second Schedule hereunder written) in the said Building known as "\_\_\_\_\_" comprising of ground and two upper floors ("the said Building");

(AC) The Developers have agreed to sell and allot to the Purchaser/s the said apartment on ownership basis for the total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only )** on the following terms and conditions:

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Developers have constructed the Building known as "\_\_\_\_\_" consisting of ground and two upper floors on the said "Portion" forming part of the said Lands more particularly described in the First Schedule hereunder written in accordance with the plans, designs and specifications approved by the Sanctioning Authorities and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers considered necessary or as was required by the concerned Sanctioning Authorities/the Government to be made in them or any of them. The Purchasers are aware that the Developers are constructing several buildings on various other demarcated "portions" of the said Lands in a phase-wise manner which may necessitate further amendments to the building plans and the layout plans and the Purchaser hereby gives his irrevocable consent to the same. If any residual and/or any additional F.S.I./TDR or any other further benefits attributable to the said "Portion" become available at any time the Developers shall be solely

entitled to such benefits and shall be entitled to demolish any structure (save and except the said Building unless with the consent of all the purchasers of apartments in the said Building) belonging to the Developer and/or its nominee/s and to reconstruct the same or to put additional construction on any such structure as may be allowed by the Sanctioning Authorities and to sell or otherwise deal with same and the Purchaser will not object to and hereby gives his irrevocable consent to the same and will not be entitled to any benefits arising out of the same. If any such additional construction is sold by the Developers as Apartment, the Purchaser thereof will be entitled to join the said Association of Apartment Owners and the Purchaser herein shall not object to the same.

2. The Purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves about the title to the said Lands and the Developers' right to develop the said Lands and the Purchaser/s shall not be entitled to further investigate the title to the same or the rights of the Developers to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. A copy of the Certificate of Title issued by the Developer's Advocate is hereto annexed and marked as Annexure "A".

3. The Purchaser/s hereby agree/s to purchase and the Developer hereby agrees to sell the said \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. (Equivalent to \_\_\_\_\_) of carpet area (inclusive of area of balconies) on the second floor of the said Building known as "\_\_\_\_\_" (hereinafter referred to as "the said Apartment") and shown in the plan hereto annexed and marked Annexure "D", at or for the lump sum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including the proportionate rate price of the Common Facilities appurtenant to the said Apartment which said Apartment is more particularly described in the Second Schedule and which said Common Facilities are more particularly described in the Third Schedule hereunder written. The Purchaser/s shall have a percentage share in the said Common Facilities as well as the said Portion (of land) in the proportion that the area of the said Apartment hereby agreed to be purchased bears to the area of the entire said Building. The Purchaser/s have paid to the Developer the said amount as particularly mentioned in the Seventh Schedule hereunder written.

4. The Developers has observed, performed and complied with all the terms and conditions, stipulations and restrictions, if any, which were imposed by the Sanctioning Authorities at the time of sanctioning the said plans or thereafter and shall continue to do so until handing over possession of the said Apartment to the Purchaser/s, and, the Developers have obtained from the Sanctioning Authorities documents showing the the Town Planning vide order dated \_\_\_\_\_, has said that the buildings are ready and awaits Collector OC for handing over possession. The delay of possession shall be adjusted for any undue delay from the Sanctioning Authority.

5. It is expressly agreed that the right of the Purchaser/s under this Agreement is restricted to the said Apartment agreed to be sold by the Developers to the Purchaser/s and all other premises and portions of the said Lands including the internal roads shall be the sole property of the Developers and the Developers shall be entitled to develop the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever as it may deem fit. It is further clearly agreed and understood that the rights of the Purchaser/s shall be restricted to the said Common Facilities provided in the said Building as per Recital (T) above and to the use of the internal roads as a means of access to the said Building. All the other portions of the said Lands including the said internal roads and all the said Private Facilities proposed to be constructed and operated by the Developers and/or its nominee/s as per Recital (U) above shall at all times belong solely to the Developers who shall be at liberty to deal with and dispose of the same in any manner it may deem fit (without affecting the rights of the Purchaser/s under this Agreement). The purchasers of apartments in the said buildings shall be obliged to use the said utilities to service their respective apartments for the consideration and on the terms and conditions as may be determined by the Developers and/or its nominee/s from time to time. The Developers may permit the purchasers of the apartments in the proposed buildings, including the Purchasers herein, to use and avail of the said Private Facilities for the consideration and as per the terms and conditions as may be deemed fit by the Developers from time to time. The Developers shall demarcate the said "Portion" including an open space for garden purpose or otherwise around the said Building. These spaces within the said demarcated "Portion" around the said Building shall be for the common use of the purchasers of apartments in the said Building. It is hereby agreed that the areas mentioned in the Third Schedule hereunder written under the heading "Common Facilities" are those which will be used in common by all the purchasers of apartments in the said Building. As also aforesaid the Developers have proposed to construct various Private Facilities The Developers shall operate and maintain all the said Private Facilities including the said utilities on its own or, at its option, may entrust the operation and maintenance of any or all of the said Private Facilities and/or Utilities to any outside agency as it may in its sole discretion deem fit. The Developers shall be at absolute liberty to alter and/or discontinue the said Private Facilities (but not the said utilities) as it may deem fit from time to time.

7. The said Apartment has fixtures, fittings and amenities as mentioned in the Fourth Schedule hereunder written (hereinafter referred to as the "said amenities") as well as furniture detailed in Annexure "E" hereto.

8. The possession of the said Apartment shall be delivered to the Purchaser/s on receipt of payment of the said balance consideration and all the amounts due and payable by the Purchaser/s under this Agreement and the Stamp Duty and Registration Charges as well as any taxes, dues or duties imposed by any authorities now or at any time hereafter (including any such taxes, dues and duties that may be imposed



retrospectively) in respect of the said Apartment are duly paid by the Purchaser/s.

10. It is expressly agreed between the Developers and the Purchaser/s that the said Apartment shall be utilised for residential purposes only and not for any other purposes whatsoever including the own profession of the Purchaser. The Purchaser/s agree/s not to change the user of the said Apartment without prior consent in writing of the Developers and any unauthorized change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement. It is clearly agreed and understood that all present or future owners, tenants, future tenants or any other person that might use the Apartment in any manner, are subject to the provisions of this Agreement and that the mere acquisition or rental of the Apartment of the mere act of occupancy thereof shall signify that the provisions of this Agreement are accepted and ratified. The Apartment shall not be rented or given on leave and licence or care-taker basis by the Purchaser for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the Apartment are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations. However the Purchaser shall have the absolute right to lease the Apartment or give it on leave and licence or care-taker basis provided that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in this Agreement and the Declaration and the Deed of Apartment to be executed in pursuance hereof and further subject to the Bye-laws of the Condominium to be formed in pursuance hereof.

11. The Developer declares and the Purchaser is aware that certain buildings to be constructed on the said Lands as well as certain apartments in the said Building as well as certain apartments in the other buildings proposed to be constructed on the said Lands are to be retained as the absolute property of the Developers and/or its nominee/s and which said buildings and apartments are to be used by the Developers to run and operate a hotel, restaurant and other facilities. The Purchaser hereby signifies his irrevocable consent to the same. The Developer may, at its sole option and discretion, and if the Purchaser so desires, obtain from the Purchaser a lease/licence to use and occupy the said Apartment and the Developer shall in such event be entitled to use the Apartment for the purpose of a hotel premises as aforesaid.

12. The Purchaser/s confirm/s that the Developers have given full free and complete inspection of documents of title in respect of the said Original Lands and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting all relevant documents including various agreements entered into by and between the said Ramesh Pukhraj (alias Futurmal) Jain and the Developers herein and the Purchaser/s undertake/s not to raise any objection and/or requisition on the title of the

said Ramesh Pukhraj (alias Futurmal) Jain or the right of the Developers to develop the said property.

13. Commencing from the date of offering possession of the Apartment by the Developers to the Purchaser/s, the Purchaser/s shall be liable to pay the proportionate share of the outgoings in respect of the said Apartment namely local taxes, betterment charges or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental thereto. The list of some of the said expenses are as detailed in the Fifth Schedule hereunder written. Until the Association of Apartment Owners is formed and registered, the Purchaser/s shall pay to the Developers such proportionate share of the outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser/s share is so determined, Purchaser/s shall pay to the Developers provisional monthly contribution of Rs.\_\_\_\_\_-/- per month towards the maintenance regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest. It is the express intention of the parties that irrespective of the fact whether the Purchaser/s take/s possession of the said Apartment on the date intimated by the Developers as aforesaid or not, the Purchaser/s shall, without any dispute or objection, pay and discharge his/her/their share of outgoings and the decision of the Developers as regards the time period and the proportionate amount demanded shall be exclusive, final and binding upon the Purchaser/s.

14. The Purchaser/s shall on or before the delivery of the possession of the said Apartment keep deposited with the Developer the following amounts:-  
(i) Rs.\_\_\_\_\_-/- per sq.ft. deposit towards proportionate shares of maintenance, taxes and other charges for a period of twelve (12) months. The Developer shall utilize this sum for meeting the maintenance costs in the event the Purchaser/s fails to pay the monthly maintenance as per clause 13 above.

15. It is agreed in respect of item No.(i) referred in para No.14, the Developer is not liable to render accounts. The Developer shall hand over the deposit or balance thereof to the said Association of Apartment Owners as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.

16. The Developer shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Apartment agreed to be purchased by the Purchaser/s.

17. The Purchaser/s shall join as member/s of the proposed Association of Apartment Owners and abide by the rules, regulations and bye-laws of the said Condominium proposed to be formed and pay to the said Association of Apartment Owners such amounts as may be payable by him/her/them.

The Purchaser/s shall occupy the said Apartment subject to the terms and conditions of the Declaration and Deed of Apartment and lease to be executed and the rules, regulations and bye-laws of the said Condominium to be formed. The Purchaser/s shall sign all necessary applications, memorandums, letters, documents and other papers and writings for the purpose of becoming a member of the said Association of Apartment Owners.

18. The Purchaser/s hereby covenant/s with the Developers to pay the amounts liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Developers indemnified against the said covenants and conditions except so far as the same ought to be observed by the Developers.

19. The Purchaser/s hereby agrees/s to execute the said proposed Deed of Apartment and to become a member of the proposed Association of Apartment Owners of the apartments in the said Building as and when the said Association is formed and sign and execute all papers and documents therefore. No objection shall be raised as to the terms and conditions of the said Declaration and the Deed of Apartment or to the bye-laws of the said proposed Condominium. Failure to comply with the provisions of this clause shall ipso facto terminate this Agreement.

20. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Purchaser/s to the Developers under this agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated the same in writing to the Developers (for which the Developers shall not charge any "transfer fee") PROVIDED HOWEVER that the Purchaser will be entitled to create an equitable mortgage or such security of the said Apartment in favor of any bank or financial institution for the purpose of securing the housing loan taken by him to acquire the said Apartment but shall be solely liable to repay the same at his own cost and consequences.

21. The Purchaser hereby grants his/her/their irrevocable consent to the Developers (subject to the rights of the Purchaser in the said Apartment) to enable the Developers to further mortgage the said Lands or part thereof along with the said buildings to be constructed, to enable the Developers to augment the funds of the Developers for the development of the said Lands. The Developers shall clear the mortgage debt in all respects before the execution of the Deed of Apartment to be executed in pursuance hereof.

22. The Purchaser/s shall permit the Developers and their surveyors and agents with and without workmen and others at all reasonable times to enter upon his/her/their Apartment or any part thereof for the purpose of

repairing any part of the said Building and/or cables, water covers, fittings, wires, structure and other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or other similar purposes.

23. The Purchaser/s shall not do or permit to be done any act or thing which may render void or void able any insurance or any premises or any part of the said Building or cause any increase premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other apartments in the said Building.

24. After all the structures that may be constructed by the Developers on the said Lands are complete and ready and fit for occupation and only after all the apartments in all the structures that may be constructed have been sold and disposed off by the Developers and the Developer has received all dues payable to it under the terms of the agreements with various purchasers of the apartments the Developers shall execute or cause to be executed a Deed of Apartment by way of sale in respect of the said Apartment and a proportionate share in the said Common Facilities and by way of lease in respect of the said Portion out of the said Lands in favour of the Purchaser and shall form a Condominium and Association of Apartment Owners of the owners of the various apartments in the said Building including the Purchaser. Until the execution of the said Deed of Apartment as aforesaid, the possession of the said Lands (including the said "Building") and all the newly constructed structures on the said Lands (including the said Building) shall be deemed to be of the Developers. The Deed of Apartment and other documents shall be prepared by the Advocate of the Developers and the same will be in consonance of the covenants and conditions and the rights retained and/or reserved by the Developers and the rights created in favour of anyone by the Developers and shall contain such terms and conditions as the said Advocate may deem fit and the Purchaser agrees and undertakes not to object to any of the said terms and conditions on any ground whatsoever, such objection, if any, shall ipso facto terminate this Agreement in favour of the Developer. For the purpose of giving effect to the above, the said Declaration, Deed of Apartment and other documents to be executed shall inter alia contain such provisions and covenants, the burden of which shall run with the land and shall be binding upon all the persons who are or may become the holders of the said apartments and also contain a covenant by the Purchaser to indemnify and keep indemnified the Developers and/or their nominee/s against all actions, cost, proceedings, claims and demands for the due performance and observance of such covenants.

25. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be considered as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.

26. The Developers shall be entitled to alter the terms and conditions (including change of user) of any agreements relating to the unsold apartments in the said Building of which the aforesaid Apartment forms part and the Purchaser/s shall have no right to require the endorsement thereof or any of them at any time.

27. The Purchaser/s for himself/herself/themselves with the intention to bring all persons in whosoever hands the said Apartment may come doth hereby covenant with the Developers as follows, such Covenants, Conditions, Restrictions, Easements and Reservations shall run with the land and shall be binding upon the owners/occupiers/guests of each apartment, their heirs, executors administrators, successors and assigns and shall be in addition to the terms and conditions of the Declaration and the Deed of Apartment all executed/to be executed in pursuance of the purchase of an apartment by the apartment owner:

(a) To maintain the said Apartment at the Purchaser/s cost in good and tenantable repair and condition from the date the possession of the said Apartment are taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment are situated, staircase or any passages or Common Facilities which may be against the rules, regulations and bye-laws of the concerned local or other authority or the terms hereof or change or alter or make additions in to the said Building in which the said Apartment is situated and the Apartment itself or any part thereof;

(b) Not to store in the said Apartment any goods which are of hazardous, combustible or of a hazardous nature or are so heavy as to damage the construction or structure of the Building in which the said Apartment are situated or storing of which goods are objected to 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 are likely to damage the staircase, common passages or any other structure of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach;

(c) To carry out at his/her/their own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which they were delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act of contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority. In the event that the Purchaser should fail to maintain the said Apartment as

aforesaid, the Developer shall be entitled to repair and maintain the same and charge the cost thereof to the Purchaser who shall be bound to pay the same;

(d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any additions or alterations in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and not to enclose balconies and cover or enclose terraces or change the design of any grilles or fix any additional grilles, and shall keep the Buildings, sewers, drains, pipes in the said Apartment and appurtenances thereof in good tenantable repair and condition and in particular so as to support, shelter and protect other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC part or other structural members in the said Apartment without the prior written permission of the Developers. In case on account of any alterations being carried out by the Purchaser/s in the said Apartment (whether such alteration are permitted by the concerned authorities or not) there shall be any damage to the adjoining apartments or to the apartments situated below or above the said Apartment (inclusive of leakage of water and damage to drains) the Purchaser/s shall at his/her/their own cost and expense repair such damage (including recurrence of such damage) and if the Purchaser fails to repair such damage, the Developers shall be entitled to enter the Apartment and carry out such repairs and charge the cost thereof to the Purchaser who shall be bound to pay the same;

(e) Not to affix sign boards or advertisements outside the said Apartment or on any part of the said Building no to affix any neon or other lights anywhere on the said Building.

(f) The attention of the Purchaser is drawn to the realization that all the proposed buildings are being constructed as a theme complex based on the lines of the Tuscany Region of Central Italy and has been designed to provide the purchasers with the ambience of a luxury resort. The elevation of the said Building and the entire surroundings has been designed to create the atmosphere of the said theme. The said design is the outcome of meticulous planning of every detail and at a considerable cost. The arrangement of the features on the external faces of the said Building and the surrounding area is such that even a small variation of the same would cause disharmony. The Purchaser therefore specifically agrees and undertakes to maintain the said elevation strictly in accordance with the designs created by the Developers' Architects and not to change or in any way do anything that affects directly or indirectly the elevation or colour scheme of the said Building and surrounding area. The Purchaser agrees not to fix grilles, split air-conditioning apartments or window apartments other than the places provided for the same. In the event that the Purchaser should commit a breach of this Clause, he shall be liable for the costs and consequence thereof and, in addition, the Developers and/or the Manager of the Condominium, shall be entitled to enter the said Apartment

or any part of the said Building and to carry out such work to restore the said elevation and/or colour scheme and to recover the cost of such work from the Purchaser. The necessity of maintaining the exterior of the Apartment and keeping Common Facilities including the demarcated area around the Building in a neat, clean and attractive manner is important to the community of DISCOVER CONDOS . No apartment owner shall be allowed to keep clothes outside their apartment for drying. Objectionable materials are not to be stored in the apartment. Apartment owners shall maintain the interior of their apartments including, in particular, the water, power, sewage, telephone utilities servicing the apartment in good and tenantable repair and the owners of all apartments in any particular building shall jointly maintain the exterior of such building as also the Common Facilities therein, in a good state of repair and condition. No antennas or other device for the transmission or reception of television or radio signals or any other form of electronic radiation shall be erected, used or maintained outdoors on any apartment or protruding out of the apartment or anywhere on the building or elsewhere in the Common Facilities. No owner of any apartment in the DISCOVER CONDOS project shall interfere with the established drainage pattern. No individual sewage disposal system shall be permitted in the DISCOVER CONDOS project.

(g) The Developers have made substantial efforts and spent substantial money by providing facilities to the said Building by installing various civil, mechanical and electrical items. It is imperative that the same is as far as possible maintained by the manufacturers and/or authorized service agents. As such the Purchaser undertakes to maintain the below particularized equipments by giving the service, repair, maintenance contract as far as possible to the original manufacturer of the said equipments and/or to their authorized service agents.

(h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any Building of the said Lands and/or the said Building. Not to hang and dry clothes in any Building of the said Apartment especially above the parapet or railing of any balcony, except in the drying yard provided for the same;

(i) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of the said Building or whereby increased premium may be payable in respect of any such insurance policy.

(j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or government and/or any other public authority on account of change of user of said premises by the Purchaser/s;

(k) The Purchaser/s shall observe and perform all rules and regulations of the proposed Condominium and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building rules, regulations and byelaws

for the time being in force of the concerned local authority or the Government and/or any other public body or authority. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the proposed Condominium regarding the occupation and the use of the said apartments in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement;

(l) The Purchaser shall not exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his Apartment. Similarly each of the apartment owners shall be irrevocably bound and liable to comply with and perform all the terms and conditions of the said Lease to be granted by the Developer to the apartment owners as aforesaid it being amply clear that the Developer has agreed to dedicate the said Lands under the provisions of the Maharashtra Apartment Ownership Act, 1970 as contemplated by this Agreement and to sell to the Purchaser the said Apartment strictly on the clear understanding that the rights of the Purchaser in the said Lands shall be governed strictly in accordance with the terms and conditions of this Agreement, the said Deed of Apartment and Byelaws of the Condominium to be executed in pursuance hereof as aforesaid. Further it is clearly agreed and understood that the Purchaser shall be bound to avail of the said utilities/facilities/amenities (Private Facilities) to be provided by the Developer as aforesaid for the price and on the terms and conditions to be decided by the Developer and/or his nominees/assigns/lessees/licensees etc. from time to time.

(m) Easements and rights-of-way in the Apartment of the Apartment Owner and in the Building in which the Apartment is located and in the demarcated Building of the said Lands surrounding such Building, shall continue to be expressly reserved for the purpose of future construction of any structure at any time as well as for the creation, construction, and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, TV cable, public, quasi-public or private, as well as for any public, quasi-public or private utility or function deemed necessary or expedient for public health, safety and welfare.

(n) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained in any apartment in the DISCOVER CONDOS project. Dogs and cats, or other traditional household pets may be kept in an apartment, provided they are not kept, bred or maintained for commercial use or purposes. Household Pets are not allowed in any of the Common Facilities. Household pets shall not be allowed to become an annoyance or a nuisance to the neighborhood and all apartment owners shall be subject to reasonable regulation.

(o) No noxious or offensive activities shall be carried in an apartment nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.



(p) Trash, garbage or other waste shall not be kept anywhere except in sanitary containers supplied by TTOD which shall be disposed of by TTOD.

(q) Parking of all vehicles in DISCOVER CONDOS project streets or Private Facilities is subject to the control of the Developers who shall publish rules and regulations, governing parking and storage of all vehicles on DISCOVER CONDOS project streets and Private Facilities in order to preserve the health and safety of apartment owners as well as maintain order and quiet enjoyment of the apartments and common Facilities and Private Facilities in the DISCOVER CONDOS project. Overnight parking in the project streets and Private Facilities is subject to payment of such charges as the Developers may deem fit.

(r) Rentals/Licenses will be limited to occupancy by one single family per apartment. The Apartment Owner shall deliver a copy of these Rules and Regulations as well as make known the terms and conditions of the agreement for Sale of Apartment and the Byelaws of the Condominium to any lessee/licensee and shall be responsible for the lessee/licensee's full compliance for the duration of occupancy. Such lessee/licensee may be allowed the privilege to the use of the Private Facilities at the absolute discretion of the Developers.

The Developers shall have the right to limit the number of guests of members/lessees/licensees.

28. Letters, receipts and/or notices issued by the Developer dispatched under Certificate of Posting to the address known to them of the Purchaser/s or as mentioned in this Agreement shall be sufficient proof of receipt of the same by the Purchaser/s and shall complete and effectively discharge the Developer. For the aforesaid purpose, the Purchaser/s has/have given the following address:

\_\_\_\_\_  
\_\_\_\_\_

29. If the Purchaser/s neglect/s omit/s or fail/s to pay for any reason whatsoever to the Developer any part of the amount due and payable to the Developer under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time hereinafter specified or if the Purchaser/s shall in any other way fail to perform any of the covenants and stipulations contained or referred to, the Developer shall be entitled to re-enter upon and resume possession of the said Agreement and thereupon this agreement shall cease and stand terminated. The Purchaser/s herein agree/s that on the Developer's re-entry on the Apartment as aforesaid, all the right, title and interest of the Purchaser/s in the said Apartment and under this agreement shall cease and the Purchaser/s shall also be liable to immediate ejection as trespasser/s. The Purchaser/s shall thereupon cease to have any right, title or interest in the said Apartment. In that event all the monies paid herein by the

Purchaser/s (except the outgoing proportionate to the said Apartment till the date of such termination and any amount towards any taxes, dues and duties) shall within 60 days after such termination, be refunded by the Developer to the Purchaser/s or as per the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules and Regulation, 2017

30. All costs, charges and expenses in connection with the formation of the proposed Association of Apartment Owners as contemplated by the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be as well as the costs of preparation, engrossing, stamping and registration of this Agreement, the Deed of Declaration, Deed of Apartment and any other documents or assurances required to be executed by the Developer or by the Purchaser/s, stamp duty and registration charges in respect of such documents shall be borne proportionately by the Purchaser. The Purchasers shall also bear and pay any dues, duties and taxes of any nature that may be imposed at any time hereafter (including those imposed retrospectively) in respect of the said Apartment. The Developer shall not contribute anything towards such charges and expenses. The proportionate shares, costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/them immediately on demand. The transaction covered by this Agreement, being a sale of a duly completed apartment and therefore an immoveable property, is not understood to be a sale liable under the GST (Goods and Service Tax) or liable for payment of any service tax or charges or any other such tax or charges, if however this transaction as well as any services, acts, deeds and things provided or done in pursuance hereof, is held to be liable to GST or any other tax including any Service Tax (other than the Income Tax) under statute either in part or whole then the same shall be payable by the Purchaser on demand being made by the Developers and/or the government without any dispute or objection in that behalf.

31. The Purchaser hereby undertakes and agrees to sign and execute such papers, documents and writing and to do such other and further acts, deeds, things as the Developers may require him to do, for more effectively expressing in writing the agreement between the parties hereto.

32. The name of the said Building shall always be known as “\_\_\_\_\_” and the name of the said Building shall not be changed. The name of the Condominium to be formed shall also be preceded by the words “DISCOVER CONDOS ” or to that effect.

33. The Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar at Karjat/Neral and intimate the Developers the number under which the same is lodged for registration to enable the Developers to admit execution of the same.

34. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s alone.

35. This Agreement shall be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder and also as per the provision of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules and Regulation, 2017.

36. The Developers contemplates hand over of possession of said flat by \_\_\_\_\_.

37. If any question or difference whatsoever shall arise between the parties hereto or their respective legal representatives or between any of the parties hereto and the legal representatives of the other of them touching this Agreement or any matter or things contained or the construction thereof or as to any matter in any way connected therewith or arising thereof or the operation thereof or the rights and liabilities of either of the parties then and in any such case the matter in difference shall be referred to arbitration and such arbitration shall be governed and be subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force.

The Developers PAN No. and the Purchaser's PAN No. is assessed to Income Tax which is mentioned below

**PAN NO. : AAKCS3724Q**  
(Developers)  
**SILVEX REALTY PVT LTD.**

**PAN No. : \_\_\_\_\_**  
(Purchaser)  
\_\_\_\_\_

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

FIRSTLY: All those pieces and parcel of vacant non-agricultural land bearing

Survey No.	Hissa No.	Area H – R – A	Assessment Rs. –Paise
73	2	0 – 14 – 40	154 – 00
73	4	0 – 13 – 00	130 – 00
74	0	0 – 35 – 00	350 – 00
75	2A	0 – 60 – 00	600 – 00
75	2B	0 – 69 – 00	690 – 00
75	1	0 – 03 – 50	35 – 00
76	1	0 – 25 – 85	258 – 50

all of Village Dhamote, Taluka Karjat, District Raigad and which is bounded as follows:

On or towards the North by : Survey No.1 of Village Dhamote  
 On or towards the South by : Survey No.73 & 76 of Village Dhamote  
 On or towards the East by : Survey No.1 & 76 of Village Dhamote  
 On or towards the West by : Survey No.73 of Village Dhamote

SECONDLY: all that portion of land admeasuring 2264 sq. mtrs., forming part of all those pieces and parcel of vacant non-agricultural land bearing

Survey No.	Hissa No.	Area H – R – A	Assessment Rs. –Paise
73	2	0 – 14 – 40	154 – 00
73	4	0 – 13 – 00	130 – 00
74	0	0 – 35 – 00	350 – 00
75	2A	0 – 60 – 00	600 – 00
75	2B	0 – 69 – 00	690 – 00
75	1	0 – 03 – 50	35 – 00
76	1	0 – 25 – 85	258 – 50

all of Village Dhamote, Taluka Karjat, District Raigad and which said “Building” is bounded as follows:

On or towards the North by : Survey No.1 of Village Dhamote  
 On or towards the South by : Survey No. 73 & 76 of Village Dhamote  
 On or towards the East by : Survey No.1 & 76 of Village Dhamote  
 On or towards the West by : Survey No.73 of Village Dhamote

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Residential Apartment No. \_\_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs. (Equivalent to \_\_\_\_\_ sq. ft.) carpet area on the Second floor of the building known as “\_\_\_\_\_” situated at Village Dhamote, Taluka Karjat, District Raigad.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

Details of Common Facilities and Restricted Common Facilities:

COMMON FACILITIES to be shared by all the owners of Apartments in the said Building

1. Common Areas shall include:-

(a) Areas covered under the external and internal walls and parapets of the Building.

(b) Staircase, ground floor entrance lobby, lift-well, common open space/garden/appurtenant land demarcated around the Building.

2. Common facilities in the building shall include:-

(a) Overhead and underground water storage tanks and water pipes, water meters, pump room with pumps and accessories and lift.

(b) Drainage and sewerage, including septic tanks and soak pits, plumbing line.

(c) Electrical common load wiring, starters, switches and all common lights and wirings.

(d) Common lights in staircase, landings, gates etc.

(e) Compound gates.

(f) Compound fences.

(g) Meter room, meter cupboards, Pump room, or any other room.

3. The Purchaser shall have an undivided 5.03 %share in the same

RESTRICTED COMMON FACILITIES to be shared by all the owners of Apartments on the 1st and 2nd floors of the said Building

a) The landing on any floor other than the ground floor landing

b) Common passages on any floor other than the ground floor

The Purchaser shall have an undivided 5.03% share in the same

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

List of General Specifications in the Building Named “\_\_\_\_\_Building)”

1. Sterling Form-A-Wall construction system
2. Sterling Form-A-Slab construction system
3. Vitrified Flooring on Passage
4. M.S. Railings in passages and general staircases
5. Ceiling mounted lights in passages
6. Dholpur stone in staircase
7. Granite for staircase
8. Latex paints for exteriors
9. Steel roofing systems
10. Sterling roof shingles

Electricity supply from MSEB through a step-up transformer belonging to the Developers Electricity supply from a Diesel Generator belonging to the Developers

(Each source of electricity supply will have a separate consumption meter belonging to the Developer and the Purchaser shall pay electricity charges as may be determined by the Developer from time to time as per the apartments consumed by the Purchaser as per the actual meter readings)

List of Amenities to be provided in the apartments in the said Building including the said Apartment

1. Laminated wooden flooring in rooms
2. Private patios looking towards central landscaped court
3. Vitrified flooring in private patios
4. Designer bathroom with bath tub
5. Designer sanitary fittings and fixtures
6. Basic lighting in toilet and vestibule
7. Kitchen with Hob, Chimney & Microwave
8. Air conditioning point

#### **THE FIFTH SCHEDULE ABOVE REFERRED TO:**

##### **EXPENSES FOR COMMON AREAS AND FACILITIES**

1. The expenses of maintaining, repairing, re-decorating, etc. of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the Building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passage, landings, staircase of the other Building as enjoyed by the Purchaser/s used by him/her/them in common as aforesaid and the boundary walls of the Building, compounds etc. contained and restricted to the said Building demarcated as aforesaid.

2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser/s in common as aforesaid.

3. The cost of decorating the exterior of the Building.

4. The salaries of clerks, bill collectors, sweepers, etc.

5. The cost of working and maintenance of water pumps, lights and other service charges.
6. All taxes and assessments.
7. Insurance of the Building.
8. Such other expenses as are necessary or incidental to the maintenance and upkeep of the Building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

LIST OF PRIVATE FACILITIES AND UTILITIES

Spa  
Steam  
Sauna  
Jacuzzi  
Massage  
Clubhouse  
Restaurants  
Indoor Bar and Dance Floor  
Poolside Bar  
Party Lawn  
Indoor Conferencing & Banquet  
Mini Theatre

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

TERMS OF PAYMENT OF THE PURCHASE PRICE OF THE  
APARTMENT

(a) Rs. \_\_\_\_/- (Rupees \_\_\_\_ Only) on or before the execution of these agreement presents as full consideration.

The Purchaser has inspected and confirmed that the construction of the said Apartment is already completed as on the date of execution hereof and has satisfied himself and the full amount has been paid in view of the said construction already having been completed. The Purchaser/s hereby confirms that they have paid the said amount of **Rs. \_\_\_\_/- (Rupees \_\_\_\_ Only)** vide Cheque No. \_\_\_\_ dt. \_\_\_\_ which was received by the Developer forthwith on or before execution and registration of this Agreement, and the Developers hereby admit and acknowledge the receipt of said consideration amount, against this the Developers shall offer possession of the said Apartment to the Purchaser/s;

**LIST OF ANNEXURES**

TITLE CERTIFICATE ANNEXURE "A"

RECORD OF RIGHTS ANNEXURE "B"

ORDERS OF SANCTIONING AUTHORITIES ANNEXURE "C"

PLAN OF APARTMENT ANNEXURE "D"

LIST OF FURNITURE ANNEXURE "E"

**IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**

THE COMMON SEAL of the  
withinnamed "**Developers**"

**SILVEX REALTY PRIVATE LIMITED.**

Through its Directors

**Mr. Shailesh Subhash Mahadik**

**PAN NO. : AAKCS3724Q**

\_\_\_\_\_

SIGNED AND AGREED

by the withinnamed "**Purchaser**"

\_\_\_\_\_  
**PAN No.** \_\_\_\_\_

\_\_\_\_\_

**Witness No.1**

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sign Thumb

**Witness No.2**

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sign Thumb



**RECEIPT**

RECEIVED from **Mr/Mrs/M/s.**\_\_\_\_\_, the sum of Rs. \_\_\_\_/-  
(Rupees \_\_\_\_\_ Thousand only), being full consideration (save and except  
the amount of bank loan)paid by him/her/them to us as per clause 3(a)  
above on execution hereof as follows:-

WE SAY RECEIVED

**For SILVEX REALTY PVT. LTD.**

(\_\_\_\_\_)

Authorized Signatory