

**AGREEMENT TO SALE**

THIS AGREEMENT FOR SALE MADE ON THIS \_\_\_\_\_ .DAY OF \_\_\_\_\_ 20\_\_\_\_, FOR RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY) AT RAHATA, BETWEEN

**M/S. SILVEROAK BUILDCON PVT, LTD**

( PAN - AAOCS 9800 M ) A COMPANY IN CORPORATED UNDER THE COMPANIES ACT, 1956 AND having its registered office AT – 4 RACHANPARK, ATTREYA CO-OP, HSG. SOC, OPP- SADANA, INSTITUTE OF MGMT, VETALBABA CHOWK, GOKHALE ROAD,PUNE-411016 and having its corporate office AT; SHIRDI, HOTEL SAI MAHAL OPP, POLICE GUEST HOUSE NAGAR MANMAD RD. SHIRDI. THROUGH IT'S DIRECTORS :

**1) MR. JITENDRA GANPATRAO SHELKE**

AGE- 47 YEARS , OCCU :- BUILDER & FARMER

R/O- H. NO- 2111, SHELKE VASTI SHIRDI, TAL- RAHATA , DIST- AHMEDNAGAR

**2) MR. PRAKASH RAMRAO NIKAM**

AGE- 67 YEARS , OCCU :- BUILDER

R/O- SHRIRAMPUR , TAL& DIST- SHRIRAMPUR.

Hereinafter referred to as "**THE DEVELOPER** " and/or "**THE PROMOTER** " (which expression unless repugnant to the context or meaning thereof ,shall mean and the , it's present directors, the persons who may be admitted as Directors/Partners in future and the executors, administrators, transferees, mean and include its successors and assigns)

**.... THE PARTY OF THE FIRST PART.**

**1) MR.** \_\_\_\_\_

AGE- \_\_\_\_\_ YEARS , OCCU :- \_\_\_\_\_

R/O- \_\_\_\_\_

**2) MR.** \_\_\_\_\_

AGE- \_\_\_\_\_ YEARS , OCCU :- \_\_\_\_\_

R/O- \_\_\_\_\_

Hereinafter referred to as '**THE PURCHASER**' (Which expression shall unless repugnant to the context shall mean and include their heirs, executors, administrators and assigns)

**.... THE PARTY OF THE SECOND PART.**

**AND**

**1) MR. VASANT BABURAO MATE**

Age 51 YERS, OCCPA:- AGRICULTURE

**2) MR. CHANDRAKANT BABURAO MATE**

Age 43 YERS, OCCPA:- AGRICULTURE

Both R/O- NIGHOJ, TAL-RAHATA, DIST- AHMEDNAGAR

**Through its POA Holder M/S. SILVEROAK BUILDCON PVT, LTD**

Through its Directors :

**1) MR. JITENDRA GANPATRAO SHELKE**

AGE- 47 YEARS , OCCU :- BUILDER & FARMER  
R/O- H. NO- 2111 , SHELKE VASTI SHIRDI, TAL- RAHATA ,  
DIST- AHMEDNAGAR

**2) MR. PRAKASH RAMRAO NIKAM**

AGE- 67 YEARS , OCCU :- BUILDER  
R/O- SHRIRAMPUR , TAL& DIST- SHRIRAMPUR.

Hereinafter jointly and together referred to as 'THE OWNERS/CONSENTING PARTY ' (Which expression shall unless repugnant to the context shall mean and include their heirs, executors, administrators and assigns)

**.... THE PARTY OF THE THIRD PART.**

1. AND WHEREAS the party of the Third party Shri. Vasant Baburao Mate & Shri. Chandrakant Baburao Mate (herein after jointly and together referred to as " THE SAID OWNER ") are owner of all that consisting of land bearing **Gat No. 2/4** totally admeasuring **Area 01 H 10 R ( 11000 Sq.Mtrs) & Gat No. 2/2** totally admeasuring **Area 01 H 09 R ( 10900 Sq.Mtrs.) Total Admeasuring Area 21900 Sq.Mtrs.** situated at **Nighoj**, Tal- Rahata, Dist -Ahmedngar. (Which is within the subdivision Shirirampur, Dist- Ahmednagar) Which in within in the limits of **Nighoj Grampanchayat, Nighoj.** (Hereinafter referred to as the "**SAID ENTIRE PROPERTY**"). The said entire property is also more particularly described in first Schedule given hereunder.

**2. Recital / FLOW OF TITLE OF SAID PROJECT LAND:-**

- 2.1 AND WHEREAS** the said Owners intended to develop the said property and where on looking out for developer who would construct building consisting of residential tenements, commercial buildings, Twin Bungalows, flat scheme and shops in return would be entitled to develop scheme commonly known as "Ownership scheme" and thereby construct building/s consisting of Flats, Shops, Row houses/ twin bungalows and other tenements and would be entitled to sell the same to prospective purchasers. On coming to know about the desire of the owners, the developer approached the owners and offered to develop the said property and offered to the consideration of the said owners. The proposal given by the developer came to be accepted by the Owner and in pursuance of the same the owners have executed a Power of attorney dated 31-12-2010 in favor of the directors Silver Oak Buildcon Pvt. Ltd, Shri Amol Ganpatrao Shelke & Shri. Nikhil Prakash Nikam. The said Power of attorney is registered in the office of Sub-Registrar Rahata Tal. Rahata, at **Sr. No, 5404 / 2010 on 31-12-2010**. The owners have also executed development agreement dated **31-12-2010** in favour of the Developers . The said Development agreement is registered in the office at Sub -Registrar office Rahata @ **Sr. No, 5403 /2010 on 31-12-2010**
- 2.2 ANDWHEREAS** by Virtue of the said development agreement and the power of attorney the developer is authorized and empowered to construct and develop the "ownership Flat Scheme" over said property and is also entitled and authorized to sell the said flats/Shops/ Row houses, twin bungalows, commercial and other tenements as may be constructed in the said, property to prospective purchaser. The said Developer/promoter *has the* sole and exclusive right and authority to develop the said property , construct buildings, consisting of flats/shops/offices and other tenements and allot to the same to the prospective purchasers such units in such building/s constructed or to be constructed by the promoter on the said property and to implement the scheme Commonly known as ownership scheme. The firm Promoter /Developer is also entitled and to enter into Agreement/s with the Purchaser/s of the flats/Row Houses/twin bungalows/ units/tenements/garages/ apartments and to sell, lease, mortgage allocate or otherwise alienate in whatsoever manner the same and to

allocate the exclusive use or restrict the use of parking space/s, terrace/s garden/s, open space/s or any other areas in the proposed scheme, to any persons of owners choice and to enforce the rights or fulfill obligations there under and to receive the sale price of land and construction cost and /or consideration for granting of any such exclusive rights.

- 2.3** AND WHEREAS the promoter prepared building plan/s for the proposed building to be constructed on the said property. The promoter has got approval from the concerned local authority the plans/ layouts/ specifications, elevations, sections and details of the said buildings to be constructed on the said entire property (hereinafter referred to as the 'said plans'). The Layout plan/s is sanctioned by the **Nighoj Grampanchayat & Town Planning Ahmednagar** vide sanctioning letter No. layout plan /Nighoj,Tal-Rahata/Gat No. 2/2 & 2/4 /SSA/352 Dt. 28/01/2011 and building plan plan/s is sanctioned by the T.P. Ahmednagar The Collector,- Ahmednagar has granted permission for N.A. use of the said property vide Order dated **27/05/2011** bearing No. MAH/KARYA/3B/NASR/256/2011 Ahmednagar Dt. 27/05/2011
- 2.4** AND WHEREAS the promoter has entered in to an agreement with an Architect registered with the Council of Architects and has also appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the buildings.
- 2.5** The promoter herein has reserved the rights to change the architect and the structural Engineers and other consultants if any, as and when required during or before the completion of the building/s.
- 2.6** AND WHEREAS while sanctioning the said plans the concerned local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the said property and constructing the said buildings upon due observance and performance of which only the Completion and Occupation Certificate in respect of the said buildings shall be granted by the concerned local authority.
- 2.7** AND WHEREAS the promoter proposes to commence phase-wise construction of the said building/s on the said property in accordance with the said plans.
- 2.8** AND WEREAS the promoter proposes to sell/allot the unit /flat/row house/twin bungalows/ shop/ tenement/ Apartments on ownership basis and also allocate rights of exclusive use pertaining to Open Space/ Terrace/ Garage appurtenant or adjoining to certain flats in the said buildings and is/will be entering into separate Agreement for sale/ allotment such flats/shops/offices /tenements/apartments etc. "and grant of exclusive rights if any, to various purchaser/s on such terms and conditions subject to such modification; as may be desired by the promoter with a view that ultimately all such purchasers/allottee together shall form and incorporate Apartment Condominium or any other organization as the promoter may decide ( hereinafter referred to as "THE ORGANISATION" }.
- 2.9** AND WHEREAS the Purchaser was interested in acquiring a flat for his use. The Unit Purchaser demanded from the promoter and the promoter has given inspection of and furnished, to the Unit Purchaser all the documents of title relating to the said property, and the said Plans, designs and specifications prepared by the promoter Architects and the Purchaser has also acquainted, himself as regards the existing FSI being utilized/consumed and the right of the promoter to utilize and consume the balance and/or additional FSI and T.D.R., as well.

### **3. BUILDING PLANS AND PERMISSION :-**

The said promoter decided to carry out construction under name & style as "**SAICHINTAN**" on the said project land and therefore said promoters to carry out the construction of the said scheme on said project land, has engaged M/s. Tech Consulting Engineers as a R.C.C. Consulatants, Mr. Abhijit Shinde as a Consulting Architect & M/s. Nikam Patil Associates as a Lisoning Architect, M/s. Noor Constructions as a Civil Contractor for carrying out scheme of construction "SAICHINTAN" on the said project

land as per the structural designs and building plans approved by the respective authorities. The said Promoter has entered into separate agreements with them to that respect. Similarly, the said Promoter has engaged various agencies for providing various services such as excavation, electricity and water supply, plumbing, drainage, gardening etc. required for smooth, effective and timely completion of said "SAICHINTAN" project.

**3.1** The said Promoter has accepted the professional supervision of the said Architect, Designer / RCC Consultant, Structural Engineers, and other service provider till the completion of the said buildings. However, the said Promoter herein reserves right to change or replace any of them before the completion of the project for the sake of effective and timely completion of the said project. The said promoter proposed to carry out scheme of construction upon the said project Land of total 13 buildings bearing Name/No. Arya Building, Shreya Building, J Wing, K Wing, D Wing, E Wing, H Wing & I Wing, Row-House & 2 Bungalows (which are hereinafter referred as the "**SAID BUILDINGS**" for the sake of convenience only), the details of said buildings as under :-

SR. NO.	BUILDING/WING NUMBER	PARTICULAR OF FLOORS	
1	"Arya Building"	Ground floor for Parking Area + 3 upper Residential Floors	Completed
2	"Shreya Building"	Ground floor for Parking Area + 3 upper Residential Floors	Completed
3	"J Wing"	Ground floor for Parking Area + 3 upper Residential Floors	Completed
4	"K Wing"	Ground floor for Parking Area + 3 upper Residential Floors	Completed
5	"D Wing"	Ground floor for Parking Area + 3 upper Residential Floors	Ongoing
6	"E Wing"	Ground floor for Parking Area + 3 upper Residential Floors	Ongoing
7	"H Wing"	Ground floor for Parking Area + 3 upper Residential Floors	Ongoing
8	"I Wing"	Ground floor for Parking Area + 3 upper Residential Floors	Ongoing
9	"Row House"	Ground floor + 1 upper Residential Floors	Completed
10	"Bungalow"	Ground floor + 1 upper Residential Floors	Ongoing
11	"Bungalow"	Ground floor + 1 upper Residential Floors	Ongoing
12	<b>Proposed Buildings</b>	In Plot No. 3	Proposed
13	<b>Proposed Buildings</b>	In Plot No. 3	Proposed

**3.2** The said promoter decided to complete the said construction of said buildings by using, utilizing and consuming the Floor Area Ratio/Floor Space Index ("FAR/FSI") originating from the physical area of the said project land as shown in the sanctioned building plan referred herein under and by obtaining/availling permissible "TDR" (Transferable Development Rights), Paid FSI, or any other FSI or TDR from market or Competent Government Authority and to the extent permissible under the Development Control Regulations, ("DC REGULATIONS), framed under the Maharashtra Regional and Town Planning Act, 1966, and/or MHADA Rehabilitation TDR and/or under any such concerned statute or rules, and subject to time to time approval by by competent authorities thereby exploiting full development rights of the project land, the said promoter by using,

utilizing the same, will carry out constructions of the said buildings and will construct the said buildings in 3 phase, consisting of various Apartment and other tenements on Ownership basis.

**3.3 Phase I** will be consider following buildings which are already completed which are as under:

Buiding/Wing Name/No. bearing Name/No. Arya Building - Ground floor for Parking Area + 3 upper Residential Floors , Shreya Building Ground floor for Parking Area + 3 upper Residential Floors, J Wing - Ground floor for Parking Area + 3 upper Residential Floors, K Wing - Ground floor for Parking Area + 3 upper Residential Floors, Row House building - Ground floor + 1 upper Residential Floors.

**3.4 Phase II** will be consider following buildings which are ongoing the details are as under:

D Wing - Ground floor for Parking Area + 3 upper Residential Floors, E Wing - Ground floor for Parking Area + 3 upper Residential Floors, H Wing - Ground floor for Parking Area + 3 upper Residential Floors & I Wing - Ground floor for Parking Area + 3 upper Residential Floors, 2 Bungalows (OB1 & OB2) - Ground floor + 1 upper Residential Floors of the said buildings.

**3.5 Phase III** will be constructed on the Plot No. 3 which is consider as Proposed Buildings.:

**3.6** The said promoter prepared building plan of the said building to be constructed on the said Project Land and accordingly also obtain Non-Agricultural Permission from Collector as follows:

- I. The Layout plan/s is sanctioned by the **Nighoj Grampanchayat & Town Planning Ahmednagar** vide sanctioning letter No. layout plan /Nighoj,Tal-Rahata/Gat No. 2/2 & 2/4 /SSA/352 Dt. 28/01/2011.
- II. building plan plan/s is sanctioned by the T.P. Ahmednagar The Collector,- Ahmednagar has granted permission for N.A. use of the said property vide Order dated **27/05/2011** bearing No. MAH/KARYA/3B/NASR/256/2011 Ahmednagar Dt. 27/05/2011

**3.7** As per the above mentioned building plan and permissions, the said promoter has obtained part sanction to above mentioned buildings (i. e. sanction for Buiding/Wing Name/No. bearing Name/No. Arya Building - Ground floor for Parking Area + 3 upper Residential Floors , Shreya Building Ground floor for Parking Area + 3 upper Residential Floors, J Wing - Ground floor for Parking Area + 3 upper Residential Floors, K Wing - Ground floor for Parking Area + 3 upper Residential Floors, D Wing - Ground floor for Parking Area + 3 upper Residential Floors, E Wing - Ground floor for Parking Area + 3 upper Residential Floors, H Wing - Ground floor for Parking Area + 3 upper Residential Floors & I Wing - Ground floor for Parking Area + 3 upper Residential Floors, 2 Bungalows - Ground floor + 1 upper Residential Floors of the said buildings/ Wings. The said Promoter will complete the development of the said project on the said project land under the name and style as "**SAICHINTAN**".

**3.8** The said Promoter on observing and performing terms and conditions laid down by Competant Authorities in the above mentioned commencement certificates, commenced the construction work of said buildings and announced the scheme of construction of a project called as "**SAICHINTAN**" consisting residential Units (herein after referred to as the said "Project").

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4. The Allottee is offered an Residential unit bearing Apartment No. ----- on the ----- Floor, (herein after referred to as the said "Apartment") in the ---- Building/Wing called --- ----- (herein after referred to as the said "Building") being constructed in the said project, by the Promoter;
  5. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
  6. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
  7. By virtue of the above mentioned Sale Deed, Development Agreements & Power of Attornies, the Promoter has sole and exclusive right to sell the said apartment in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
  8. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's and collected all that information's in respect to the said project, which Allottee/s found necessary before purchasing the Apartment in the said project and of such other documents as are specified under the provisions of the Real Estate (Regulation and Development) Act,2016 ("**RERA**" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act,1963 ("**MOFA**") r/w the Rules framed thereunder.
  9. The Promoter herein has requested to the allottee to carry out independent Search by appointing his/her/their own Advocate and to asks any queries, he/ she/ they had regarding the marketable title and rights and authorities of the said Promoter and said owners herein in respect of the said project land. The Allottee has further visited the online site of the Real Estate Regulatory Authority and has apprised himself /herself/themselves about the details of the said project as disclosed and declared by the Promoter therein. The Allottee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the said Apartment. The Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, COMPETANT AUTHORITY or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. The Allottee is aware of the fact that the present scheme is 3 phase and phase wise development of the said project and the all the phases after they are fully developed shall form one housing, Commercial scheme. The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other apartments in the said building/project.

10. The Apartment Allottee/s on having complete satisfaction about the said project and marketable title of the said Promoter, said owners and further rights and authorities of the Promoter in respect to the said project land, has expressed his/her/their desire to acquire a apartment in the said project and the Promoter has explained to him/her/them their offer to sell premises hereinafter mentioned subject to his/her/their acceptance of the threshold of the conditions set out herein and the allottee accepted and approved of the said conditions on which alone, the Promoter have also agreed to sell the said apartment to him/her/them, the acceptance by allottee of aforesaid conditions are irrevocable and constitutes the basis of this agreement on the part of the Promoter to sell the said apartment to him/her/them.
11. The authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of 7/12 extract, showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
12. The authenticated copies of the plans of the Layout as approved by the COMPETANT AUTHORITY have been annexed hereto and marked as **Annexure C**.
13. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the COMPETANT AUTHORITY have been annexed and marked as **Annexure D**.
14. The Promoter has got some of the approvals from the COMPETANT AUTHORITY, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from COMPETANT AUTHORITY from time to time, so as to obtain Building Completion Certificate of the said Building.
15. While sanctioning the said plans COMPETANT AUTHORITY has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion certificate in respect of the said building/s shall be granted by the COMPETANT AUTHORITY.
16. The Allottee has applied to the Promoter for allotment of an Apartment No. ----- on ----- Floor in the building/Wing No. ----- being constructed in the said Project,
17. The carpet area of the said Apartment is ----- Sq. Mtrs. and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
18. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
19. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. -----/- (Rupees in words -----) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as

advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

20. The registration of the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority will be completed within the time prescribed by law.
21. Under section 4 of MOFA r/w section 19 of RERA, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
22. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking.

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

1. The Promoter shall construct 13 buildings mentioned as above (which are hereinafter referred to as the "**SAID BUILDINGS**" for the sake of convenience only), in 3 phases (Phase 1 + Phase 2 + Phase 3), on the project land in accordance with the plans, designs and specifications as approved by the COMPETANT AUTHORITY from time to time.  
**Provided** that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications, which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law and also except such plans (For proposed construction on Plot No. 3, which have been disclosed to the allottee viz. plans incorporating the paid FSI / TDR which are permissible as per prevalent DC Rules in respect of Buildings.
- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ----- of the type of residential unit of carpet area measuring ----- Sq. Mtrs. on ----- Floor in the building/wing ----- (hereinafter referred to as "the Apartment"), the detail description of the said Apartment is more particularly given in the **SCHEDULE-A**, hereunder written and as shown in the Floor plan thereof hereto annexed and marked **SCHEDULE-B** for the consideration of Rs. -----/- (In word Rs. -----) including Rs. -----/- (In word Rs. -----) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered **Parking** spaces bearing Nos. ----- situated at ground and/or podium being constructed in the layout for the consideration of Rs. -----/-. And Open Parking Space will be allocated by the Society.
- 1(b) The total aggregate consideration amount for the apartment including covered Parking spaces is thus Rs. -----/- The Promoter and the Allottee agree not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.



**1(c)** (i) The Allottee has paid before the execution of this agreement of amount of the total consideration i. e. a sum of Rs. -----/- (Rupees in words ----- only) as advance payment by Cash/Cheque/D.D. bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank Ltd. \_\_\_\_\_ to the Promoter, the payment and receipt whereof the Promoter both hereby admit and acknowledge and hereby agrees to pay to the Promoter the balance amount of the total consideration i. e. a sum of Rs. -----/- (Rupees in words ----- only) in the following manner :-

Total slab	Sub - slab	Payment slab in percentage of total amount of Consideration	Amount Rs. Paise	Particulars of received and due amounts
I.		10%	_____/-	At the time of Booking of the said Apartment
II.		20%	----- /-	to be paid on / after the execution of present Agreement
III.		15%	----- /-	to be paid on completion of the Plinth of the building
IV.	a	4%	----- /-	to be paid on completion of the First Slab of the building
	b	4%	----- /-	to be paid on completion of the Third Slab of the building
	c	4%	----- /-	to be paid on completion of the Fifth Slab of the building
	d	4%	----- /-	to be paid on completion of the Seventh Slab of the building
	e	3%	----- /-	to be paid on completion of the Nineth Slab of the building
	f	3%	----- /-	to be paid on completion of the Eleventh Slab of the building
	g	3%	----- /-	to be paid on completion of the Twelfth Slab of the building
V.		5%	----- /-	to be paid on completion of the Brick work of the said Apartment
VI.		5%	----- /-	to be paid on completion of the internal plaster of the said Apartment
VII.		5%	----- /-	to be paid on completion of the External plaster of the said Building.
VIII.		5%	----- /-	to be paid on Tiles and window fittings of the said Apartment
IX.		5%	----- /-	to be paid on completion of Lifts, Water Pumps and electrical fittings.
X.		5%	----- /-	to be paid against and at the time of handing over of the possession of the Apartment
<b>Total</b>			<b>Total Rs.</b> -----/-	<b>In ward</b> -----

(ii) The Allottee/s shall pay aforesaid consideration of **Rs.....(Rupees .....**) to the Promoter herein on due date or within 8 days

from the Allottee/s receiving a written intimation from the Promoter calling upon Allottee/s to make payment. Payment in time is essence of this agreement. The Promoter herein informed to the Allottee that aforesaid payment has to be made by the Allottee by cheques/demand drafts issued/drawn in the name of **SILVEROAK BUILDCON PVT. LTD.**

- (iii) Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificates matching with Income Tax Department site. Such certificate and/or challan shall be given by the Allottee immediately after making payment to concerned authority and in any event before delivery of possession of the said apartment. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the apartment, if any such certificate/challan is not produced, the Allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the Allottee producing such certificate/challan within 4 months of the possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.
- (iv) The Promoter herein has specifically informed to the Apartment Allottee/s and Apartment Allottee/s herein is/are well aware that, the agreed consideration, payment terms/schedule and upgraded specifications to be provided within the Apartment is final outcome of negotiations between the Promoter and the individual Apartment Allottee/s. Hence, prize of each Apartment and its payment schedule may vary Apartment to Apartment depending upon the Apartment size, location, floor and amenities/specification to be provided therein as per the demand of such Apartment Allottee/s. The Apartment Allottee/s herein therefore shall not raise any dispute in respect to such variations if notice in future. However, the Promoter herein is liable to provide all those specification agreed as per **ANNEXURE - V** with this present.
- 1(d)** The Total Price above excludes Taxes up to the date of handing over the possession of the Apartment and also excludes stamp duty, registration fees in respect of this agreement.
- (i) The Apartment Allottee/s shall bear and pay and shall be liable always to bear and pay all such amount levied as Property tax/ cess/ charges/ duties/Service Tax/VAT/GST penalties, on the said apartment and on the said building proportionately or the fixtures and fittings therein, by the COMPETANT AUTHORITY or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said apartment whichever, is earlier.

- (ii) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover Tax/ works contract tax/ service tax/VAT/GST penalties etc., by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the COMPETANT AUTHORITY or by any revenue or other authority, in respect of the project land or the said apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee. The Apartment Allottee/s hereby, indemnifies the Promoter from all such levies, cost and consequences. If called upon the Apartment Allottee/s shall keep deposited such amount of taxes as referred above before taking possession.
- (iii) All expenses by whatever name called and stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said apartment and/or the transaction under this agreement shall entirely be borne and paid by the Apartment Allottee/s.
- (iv) The Apartment Allottee/s herein shall bear and pay stamp duty and registration fees and all other incident charges etc., in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoter /Owner in favour of the Apartment Allottee/s. The Apartment Allottee/s further undertakes to pay any additional difference in stamp duty, registration fees, LBT or any other taxes that may arise due to change in government rules till final conveyance deed is executed and regarding the same.
- 1(e)** The Total Price 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 charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f)** The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 8 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the COMPETANT AUTHORITY, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any

increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

- 1(h)** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head/s of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**2. OBSERVATION :-**

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the COMPETANT AUTHORITY at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from COMPETANT AUTHORITY, completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

- 3.** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 21900 square meters only and Promoter has planned to utilize Floor Space Index of 32271 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

**4. TERMINATION**

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her

proportionate share of taxes levied by COMPETANT AUTHORITY and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

**Provided** that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

**Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter as mentioned hereinunder) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, subject to that allottee shall execute registered Deed of Cancellation of present Agreement in favour of promoter.

- 4.3 In case of termination of the said agreement by the Promoter, as mentioned above :-
- 4.3.1 The Promoter shall be entitled to deal with and/or dispose of the said apartment by sale or otherwise and The Apartment Allottee shall not be entitled to any refund of the amount till then paid to the promoter, subject to that allottee shall execute registered Deed of Cancellation of present Agreement in favour of promoter.
- 4.3.2 On termination of this agreement, the Apartment Allottee shall be entitled only to refund of the amount so far till then paid by the Allottee to the Promoter under this instrument after deducting Rs. 50,000/- (Rs. Fifty Thousand Only) there from, towards administrative expenses and other expenses etc. The Promoter shall make such refund of the balance amount to the Apartment Allottee.
- 4.3.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 1,00,000/- ( Rs. one Lakh only) from and out of the amount so far then paid by the Allottee to the Promoter.
- 4.3.5 Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Apartment Allottee on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.
5. The Promoter shall give possession of the Apartment/Flat to the Allottee on or before **30 day of July 2022**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as

may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

**Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of —

- i) war, civil commotion or act of God;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii) the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv) Due to any procedural delay in obtaining occupancy certificate after applying for the same to Local Planning Authority after obtaining completion certificate from Architect.
- v) Non-availability or shortage of steel, cement, other building material water, electric supply; shortage of workers.
- vi) Or any other reason or cause which is beyond the control of Promoters.

**6. Procedure for taking possession:**

- 7.1 The Promoter, upon obtaining the completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the completion certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartment/Flat is ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of parking vehicle.

8. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society/s or Association/s or a Limited Company/s to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society/s or Association/s or Limited Company/s and for becoming a member, including the bye-laws of the proposed Society/s and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which the building with multiple buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the COMPETANT 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. -----/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.3.1 The maintenance amount shall be maintained by the Promoter in a separate account and shall be used and utilised by the Promoter only for common maintenance of the said project. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society/s.

9.3.2 The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

9.3.3 It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

9.3.4 Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

9.3.5 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.

9.3.6 The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

9.3.7 The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ said project from the COMPETANT AUTHORITY. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

**9.** The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts

- (i) Rs. -----/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. -----/- for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. -----/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- (iv) Rs. -----/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.



(v) Rs. -----/- for Deposit towards Water, Electric and other utility and services connection charges and

(vi) Rs. -----/- for deposits of electrical receiving and Sub-Station provided in Layout.

10. The Allottee shall pay to the Promoter a sum of Rs. -----/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

## 12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i) The Promoter has clear and marketable title with respect to the project land: as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal, possession of the project land for the implementation of the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment, which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common are as of the Structure to the Association of the Allottees;
- x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

**13.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or Other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the COMPETANT AUTHORITY or other public authority. In the event of the Allottee

committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the COMPETANT AUTHORITY and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. 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 portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the COMPETANT AUTHORITY or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the COMPETANT AUTHORITY and/ or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the COMPETANT AUTHORITY and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/s regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society/s, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
  - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
  - xiii. The Promoter has given inspection to the Allottee of all the documents of title relating to the project land and full disclosure of the plans, designs and specifications prepared by the Promoter and accordingly, the allottee has carried out independent Search by appointing his/her/their own Advocate and the Allottee/s on having complete satisfaction about the said project and marketable title of the said owners and further rights and authorities of the Promoter in respect to the said project land, has enter in this agreement and same is constitutes the basis of this agreement.
  - xiv. The Allottee/s herein admits and agreed to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/s under this agreement to the Promoter to execute the conveyance in respect of the said Apartment on completion of construction thereof to grant possession of such Apartment. The grant of completion/occupation certificate by the COMPETANT AUTHORITY, in respect of the said Apartment shall be conclusive proof as to completion of construction of the said Apartment.
  - xv. The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of Apartments and allotment of exclusive right to use terrace/s, car parking/s, garden space/s, space/s for advertisement installation or any others space/s whether constructed or not and called under whatsoever name, etc., on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc., that has been or will be permitted by law or by COMPETANT AUTHORITY in the concerned locality. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
  - xvi. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
  - xvii. In the event of the any ultimate organization of Apartment Allottees being formed and registered before the sale and disposal of all the Apartment in the building, all the power, authorities and rights of the Apartment Allottee/s herein shall be always subject to the Promoter over all right to dispose of unsold Apartments and allotment of exclusive rights to use unelected Parking Spaces Terrace/s, Space/s for garden purpose, Space/s for advertisement, installation communication towers etc., and all other rights thereto. The Allottee/s or any other Apartment holder in the building or Ad-hoc Committee or Association of

Apartment or Society or Company as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold Apartments/accommodation towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

- xviii. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any Apartment, has/have allotted by the Promoter to the Allottee/s of any Apartment in the building such respective buyer and Occupier of the such Apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of Apartment holders in the buildings commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective Apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers of Apartment. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc., along with the said Apartment, if any.
- xix. After the possession of the premises/building is handed over or after getting the completion certificate of the building by COMPETANT AUTHORITY if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other Apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- xx. If any amount dues and payable by the Allottee remains unpaid then the Promoter at his discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- xxi. The Allottee hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the Property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the COMPETANT AUTHORITY., Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments etc. and the same shall stand ratified and confirmed by the Allottee herein.
- xxii. It is specifically agreed between the parties that even when the Association/ Society of all the Apartment holders is formed and registered and conveyance completed the Promoter shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold Apartments.

- xxiii. The Owner / Promoter shall be entitled to allot by way of lease or license any portion of the said Property to any Government / Semi Government / COMPETANT AUTHORITY / MSECDL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee shall not be entitled to raise any objection or grievance about the same.
- xxiv. The Allottee herein declares that in "SAICHINTAN" project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the apartments to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible.
- xxv. The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "SAICHINTAN" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

**14.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**15.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

**16. PROMOTER SHALL MORTGAGE OR CREATE A CHARGE**

17.1 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said project land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said project land in favour of such bank/s and/or financial institute and/or person for the loan.

17.2 The Allottee hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.

17.3 In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee. However, in no circumstance the rights of the Allottee pertaining to the said Apartment shall be

adversely be affected. The Promoter shall keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

**17. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly,, the Allottee signs and delivers this Agreement with all the schedules, along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned''to the Allottee without any interest or compensation whatsoever.

**18. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**19. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES :-**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**21. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 Act or the Rules and Regulations made thereunder 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.

**22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

**23. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**24. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at -----  
Rahata, Dist - Ahmednagar.

**25.** The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

\_ Name of Allottee

\_ (Allottee's Address)

Notified Email ID: \_

**M/s. SILVEROAK BUILDCON PVT. LTD.**

**Shirdi, Tal – Rahata, Dist – Ahmednagar.**

**Notified Email ID: \_**

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

**27. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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.

**28. Stamp Duty and Registration :** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

**29. Dispute Resolution :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**30. GOVERNING LAW**



That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

**31. DECLARATION BY PARTIES :-**

The Parties hereto have carefully read and got clarified all the doubts whatsoever and understood all the contents of this Agreement along with all the Schedules and Annexures thereof and also got the same understood in their vernacular language and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SCHEDULE – I  
(DESCRIPTION OF PROJECT LAND)**

All those pieces and parcels of the All that piece and parcel of land consisting of land bearing **Gat No. 2/4** totally admeasuring **Area 01 H 10 R ( 11000 Sq.Mtrs) & Gat No. 2/2** totally admeasuring **Area 01 H 09 R ( 10900 Sq.Mtrs.) Total Admeasuring Area 21900 Sq.Mtrs.** situated at **Nighoj**, Tal- Rahata ,Dist –Ahmedngar which is within the Registration District Rahata, Taiuka Rahata and which is within the limits of **Nighoj** Grampanchayat and which is bounded as under;

On or towards East	:	Gat No. 171, 166, 158
On or towards West-	:	Gat No. 173
On or towards North	:	Nighoj Rui Road.
On or towards South	:	Nimgaon Shiv

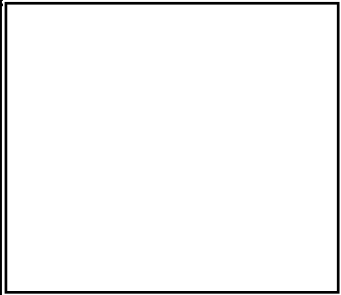
**AND**

All that piece and parcel of the property **Plot No 4** in commercial / residential zone, and which is from and out of the said larger property bearing **Gat No. 2/A/4/4** situated at Village **Nighoj** Taluka Rahata, District Ahmednagar which is within the Registration District Rahata,Sub-Registration Rahata and which is within the limits of **Nighoj** Grampanchayat and the said portion admeasuring approximately **1692 Sq.Mtrs** , is bounded as under;

On or towards East	:	12 Mtrs Layout Road
On or towards West	:	Out of Gat No. 173
On or towards North	:	Plot No. 02
On or towards South	:	Aminity Space

**SCHEDULE – II  
(Details of the Common Facilities and Restricted Areas and Facilities)**

The entire project land, staircases, lifts, staircase and lift lobbies, fire escapes, common entrances, exits of buildings, common basements, top terraces of the buildings, parks, play areas, open parking areas except allotted to individual apartment allotte, common storage spaces, premises for the lodging of persons employed for the management of the project including Security Cabin for watch and ward staffs or for the lodging of community service personnel, Installations of central services such as electricity, gas, water and sanitation, air-conditioning, incinerating, system for water conservation and renewable energy, water tanks, sumps, motors, fans, compressors, Garbage chutes, Solar



systems area. S.T.P. area, ducts and all apparatus connected with installations for common use, all community and commercial facilities as provided in the said project, and all other portion of the project necessary or convenient for its maintenance, safety etc. and

All areas, which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, building top terraces, car-parking within the project land and in the building/s which is/are under construction on the project land is reserved and Promoter shall have exclusive rights to sell or transfer convey the same in part or in full to any buyer of apartment, terrace/s, parking space etc., or to Convert the Restricted Area into Common Area or vise-versa.

**IN WITNESS WHEREOF** the parties hereto set and subscribed their respective hands and seals on the day and year first herein above mentioned.

**SIGNED AND DELIVERED**

**By the within named of** Silveroak Buildcon Pvt. Ltd.  
For self and POA holder for Owners/Consenting Party  
Through its Directors

1) **MR. JITENDRA GANPATRAO SHELKE** \_\_\_\_\_

2) **MR. PRAKASH RAMRAO NIKAM** \_\_\_\_\_

**SIGNED AND DELIVERED**

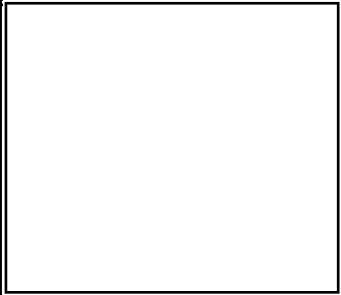
**By the within named said Allottee/s**

1) **MR.** \_\_\_\_\_ -----

2) **MR.** \_\_\_\_\_ -----

**In presence of**

1. Signature	:-----	2) Signature	:-----
Name	:-----	Name	:-----
Address	:-----	Address	:-----



**SCHEDULE 'A'**

**DESCRIPTION OF SAID APARTMENT AND PARKING**

Residential apartment of carpet area admeasuring ----- Sq. Mtrs. Along with usable floor area of enclosed balcony admeasuring --- sq.mtrs + usable floor area of attached Balcony admeasuring --- sq.mtrs + attached usable floor area of Terrace admeasuring ---- sq.mtrs,

- 1. Apartment No. :.....
- 2. Floor No. :.....
- 3. Building No. :.....
- 4. In the project to be known as **"SAICHINTAN"**

**And Bounded as under:-**

- On or towards East :
- On or towards South :
- On or towards West :
- On or towards North :

**AND**

**Along with** \_\_\_\_\_Car Parking space/s admeasuring area about \_\_\_\_\_sq. mtrs. Bearing No.\_\_\_\_\_situated at Ground Level/Upper Gound Level (Podium)/Near Building.

**SCHEDULE 'B'**

**Floor Plan of The Apartment**

**ANNEXURE B**

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/ Promoter to the project land).

**ANNEXURE C-**

(Authenticated copies of the plans of the Layout as approved by the COMPETANT AUTHORITY )

**ANNEXURE D**

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the COMPETANT AUTHORITY)

**ANNEXURE - E**



## **SPECIFICATION AND AMENITIES FOR THE BUILDING.**

### **SPECIFICATION :-**

- RCC Frame structure
- External wall of 9" and internal wall of 4" in Bricks
- Sand faces external plaster and neeru finish internally
- Wodden frames and waterproof flush doors with laminated sheets.Porcilino flooring in all rooms Ceramic tiles floorings for bathroom and toilet with fully coloured glazed tiles dadoo. Standard fittings with concealed plumbing.
- Standard electrical fittings with concealed wiring
- Kitchen platform, with Green Marble and S.S. sink
- Glazed tiled dado above kitchen platform up to 2" feet
- Powder coated aluminum sliding windows with grill and mosquito shutter that give added protection
- Painting oil bound distemper paint inside and cement for exterior
- Compound walls, fencing ,gates and internal roads.

### **AMENITIES :-**

- Garden
- Children Play Area
- Open Ampetheatre
- Power Back up lift and common area

**ALLOTMENT LETTER**

Date: \_\_\_\_\_

**To**

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

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

**Email:** \_\_\_\_\_

**PHONE:-** \_\_\_\_\_

**PAN CARD –** \_\_\_\_\_

**Sub:** Allotment of the Flat No. \_\_\_\_ Building No. \_\_\_\_ of proposed Project known as "SAICHINTAN" being constructed at Gat No. 2/2 and Gat No. 2/4 at Nighoj, tal – Rahata, Dist – Ahmednagar.

Dear Sir,

We are pleased to inform you that we have preferential allotted the Flat No. \_\_\_\_ Building No. \_\_\_\_ of proposed Project known as "SAICHINTAN" being constructed at Gat No. 2/2 and Gat No. 2/4 at Nighoj, Tal – Rahata, Dist – Ahmednagar. to you, subjected to acceptance of the terms of this letter by you. The particular of the present transaction are:

Name of Allottee (s) PRIMARY APPLICANT'S FULL NAME	
JOINT APPLICANT'S FULL NAME	
Address of Allottee (s) Address Line 1 Address Line 2 Address Line 3	
Email ID of the Allottee (s)	
Unit No.	
Name of Building	
Floor No.	
Type of Unit	
Carpet Area	_____ Sq. Ft. equivalent to _____ sq. mt.
Consideration Value Rs. [Amount]/-	

**Payment details -**

Sr. No.	NO. PARTICULARS	AMOUNT
1.	Apartment/ Agreement Cost	Rs. _____/-
2.	Stamp Duty	Rs. _____/-
3.	Registration Fee	Rs. _____/-
4.	GST (TO BE PAID BY PURCHASER)	At Actual
	<b>Total</b>	Rs. _____/-

**The payment Plan for the above-mentioned charges will as under:**

S. No	Amount	Particulars	Date of Completion
1	10%	At the time of Booking of the said Apartment	
2	20%	to be paid on / after the execution of present Agreement	
3	15%	to be paid on completion of the Plinth of the building	
4	4%	to be paid on completion of the First Slab of the building	
5	4%	to be paid on completion of the Third Slab of the building	
6	4%	to be paid on completion of the Fifth Slab of the building	

7	4%	to be paid on completion of the Seventh Slab of the building	
8	3%	to be paid on completion of the Nineth Slab of the building	
9	3%	to be paid on completion of the Eleventh Slab of the building	
10	3%	to be paid on completion of the Twelfth Slab of the building	
11	5%	to be paid on completion of the Brick work of the said Apartment	
12	5%	to be paid on completion of the internal plaster of the said Apartment	
13	5%	to be paid on completion of the External plaster of the said Building.	
14	5%	to be paid on Tiles and window fittings of the said Apartment	
15	5%	to be paid on completion of Lifts, Water Pumps and electrical fittings.	
16	5%	to be paid against and at the time of handing over of the possession of the Apartment	
	<b>100%</b>		

**Terms:**

1. This allotment is subjected to the execution and registration of the Agreement to Sale within 30 days from the date of this allotment, failing which this allotment shall automatically stand terminated. In the event of termination of this allotment the Promoter shall refund the amount so received by the promoter as advance / preferential booking amount to the Allottee within 15 working days from the date on which this allotment stands terminated.
2. The Promoter shall be at liberty to allot the said flat to any third party, after the promoter has refunded the advanced amount to the allottee as provided under the above clause.
3. The Allottee will make available all documents, as may be just and necessary for the preparation, before execution and registration of the Agreement to Sale.
4. The Allottee will make himself/herself/themselves available for registration of the documents as and when needed.
5. All Taxes Cess, GST Charges or levies under any concerned statute shall be borne by the purchaser, over and above price of the apartment.
6. The purchaser has received the floor plan and specification, of the said flat at the time of booking and has no confusion what so ever and would not change the option confirmed by us on the date of booking.
7. If the allottee has failed to pay the installment as mentioned above in the payment plan, promoter is liable to charge interest to the allottee equivalent to clause No. 1(f) of the agreement to sale.

**Thanking you,  
For, Silveroak Buildcon Pvt. Ltd.**

**Authorized signatory**

I/ We \_\_\_\_\_(Name of Alottee/s) are with the all above mentioned terms and conditions, we have read the same carefully and happy to book an apartment in the said project.

**Alottee:**