

**AGREEMENT FOR SALE**

**THIS ARTICLES OF AGREEMENT** is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_;

**BETWEEN**

**M/S. SILICON LIFESPACES LLP (PAN : AEQFS1400Q)**, a Limited Liability Partnership Firm registered under the provisions of the Limited Liability Partnership Act 2008 having its Office at 104, Central Facility Building No.2, Sector-19, Vashi, Navi Mumbai – 400 703, hereinafter referred to as "**the PROMOTERS/DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partner of the said Firm and assigns) of the **ONE PART**:

**AND**

(1) \_\_\_\_\_ PAN : \_\_\_\_\_ ) aged \_\_\_\_ years and  
(2) \_\_\_\_\_ PAN : \_\_\_\_\_ ) aged \_\_\_\_ years,  
Indian inhabitant/s, presently residing at \_\_\_\_\_

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

(The Promoters/Developers and the Purchaser/s unless otherwise expressly described are for brevity's sake referred as "**the Parties**")

WHEREAS By virtue of Deed of Conveyance dated 21/01/2014, registered in the office of the sub-registrar of Assurance at Kurla under Serial No. KRL/610 of 2014, Deeplaxmi Sahakari Griha Nirman Sanstha Maryadit also known as Deeplaxmi Co-Operative Housing Society Limited is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel land or ground hereditaments and premises together with the structures known as “DEEPLAXMI” standing thereon bearing Plot No. 93-1 & 2, C.T.S. No.1082, admeasuring 2283.50 sq.mtrs or thereabouts of Village Mulund (East), Taluka Kurla, District Mumbai Sub-urban situated at Mithagar Road, Mulund (East), Mumbai-400 081 and more particularly described in the schedule hereunder written, (hereinafter referred to as **“the Said Property”**)

AND WHEREAS the name of the said Society is recorded in the Property Register Card maintained by the City Survey Office. A copy of **Property Register Card** is annexed herewith and marked as **Annexure “A”**.

AND WHEREAS the said existing building belonging to the Society has become very old and requires extensive repairs besides which several works of improvements and recurring repairs are required to be carried out to the said existing buildings. The cost of such repairs, renovations and improvement is considerable. Since the Society and its members do not have any expertise and technical knowhow for re-development of properties, for better utilization of resources and planning, the Society and the existing members explored the feasibility of redevelopment of the said property through reputed Developers;

AND WHEREAS as per the prevailing Development Control Regulations for Greater Mumbai-2034, it is possible for the Society to consume basic FSI generating from the said property, additional F.S.I. by paying premium to M.C.G.M., Fungible FSI, and TDR FSI by way of Transferable Development Rights (TDR) in accordance with the provisions of the Development Control Regulations (DCPR) 2034;

AND WHEREAS taking into consideration the existing deteriorating condition of the Building, the Society and each of its existing members opted for redevelopment of the said Property by demolishing the said existing buildings and construct in the said land new buildings by utilizing full basic FSI generating from the said property and TDR FSI, Premium FSI, Fungible FSI including staircase, lift, landing or such available FSI as permissible under prevailing DCPR-2034 and rehabilitate all the existing members and accommodate prospective purchasers as mentioned hereafter;

AND WHEREAS In the Special General Body of the Society held on 18<sup>th</sup> December 2022 in the presence of the Grade II Officer a representative of the Deputy Registrar of Co-operative Societies, "T" Ward, the society passed a resolution for appointment of the Promoters/Developers herein as the Developers for redevelopment of the property of the society by following the guidelines issued by the State Government under Section 79-A of the MCS Act, 1960;

AND WHEREAS the said Society by and under Development Agreement dated 8<sup>th</sup> September 2023, registered in the office Sub-Registered of Assurances at Kurla under Sr. No. KRL-1/18069 of 2023, agreed to grant the development cum sale rights in respect of the said Property to the Promoters/Developers herein on the terms, conditions and consideration mentioned therein;

AND WHEREAS by Power of Attorney dated 8<sup>th</sup> September 2023, registered in the office of the sub-registrar of assurance at Kurla under Sr. No.KRL-1/18071 of 2023, the said Society through its office bearers also granted to the partners of the said Promoters/Developers and delegated various powers for doing various acts, things and matters in respect of the said property;

AND WHEREAS the Promoters/are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters/Developers are in possession of the project land;

AND WHEREAS the Promoters/Developers arrived at settlement with the members of the Society and obtained their respective consent for re-development of the of the said property by demolishing the existing old building, standing thereon;

AND WHEREAS the Promoters/Developers have arrived at arrangement with an Architect, who are registered with the Council of Architect and such agreement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the building has been done till the completion of the building;

AND WHEREAS the Promoters/Developers have obtained I.O.D. bearing reference no. P-19559/2023/(1082)/T Ward/MULUND-E/IOD/1/ New dated 28<sup>th</sup> March, 2024 for development of property, subject to the terms recorded therein. A copy of I.O.D. is annexed hereto and marked as **Annexures "B"**;

AND WHEREAS on compliance of the requisite terms of the I.O.D. by the Promoters/Developers the Concerned Development Authority being Executive Engineer, Building Proposal, BMC has issued Commencement Certificate (C.C.) under reference No. P-19559/2023/(1082)/T Ward/MULUND-E/CC/1/ New dated 6th August, 2024; A copy of C.C. is annexed hereto and marked as **Annexures "C"**;

AND WHEREAS the Promoters/Developers proposed to construct building known as SILICON AVENUE on the said property, the multistoried building with a view to sell the components thereof in the open market. (hereinafter referred to as "the Said Buildings").

AND WHEREAS by virtue of the Development Agreement/Power of Attorney, the Promoters/Developer has sole and exclusive right to sell the Apartments/Premises/Flats in the said building/s to be constructed by the Promoters/Developer on the project land and to enter into

Agreement/s with the allottee(s)/s/Purchasers of the Premises to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser/s, the Promoters/Developer has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters/Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters/Developer showing the nature of the title of the Promoters/Developers to the project land on which the Building is constructed or are to be constructed have been annexed hereto and marked as **Annexure "D"**;

AND WHEREAS the Promoters/Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

AND WHEREAS the Promoters/Developer has accordingly commenced construction of the said building/s known as SILICON AVENUE in accordance with the said proposed plans.

AND WHEREAS The Purchaser/s hereby agrees to purchase/s from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Purchaser/s, a **Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **Sq. Mtrs.** carpet area equivalent to \_\_\_\_\_ **Sq. Feet** RERA carpet area and \_\_\_\_\_ **Sq. Mtrs.** carpet area equivalent to \_\_\_\_\_ **Sq. Feet** approved balcony area on the \_\_\_\_\_ **Floor** of **Wing “\_”** of the building known as **“SILICON AVENUE”** as shown on the typical floor plan thereof hereto annexed and marked as **Annexure “E”** (hereinafter referred to as **"the said premises"**); **without Car Parking** or **with Stack Car Parking** being No. \_\_\_\_\_ at \_\_\_\_\_ Level at Stilt of the building or **with Car Parking** being No. \_\_\_\_\_ at \_\_\_\_\_ Floor Podium of the building for the lumpsum price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The percentage of the undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the premises agreed to be sold hereunder to the total area of the buildings. The nature, extent and description of the common areas and facilities are more particularly described in **Second Schedule** hereunder written;

AND WHEREAS the said premises and the car parking space are more particularly described in the **Third Schedule** hereunder written;

AND WHEREAS, prior to the execution of these presents the Purchaser/s has paid to the Promoters/Developer sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, being part payment of the sale consideration of the said premises agreed to be sold by the Promoters/Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoters/Developer Doth hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoters/Developers the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, 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;

AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Premises with the Allottee/Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-**

1. The Promoters/Developers shall construct the said Building to be known as **SILICON AVENUE**, consisting of part Ground/Stilt and upper floors with provision of additional upper floor/s as per the amended/modified sanctioned Plan so issued, granted/is being granted/modified/amended by Municipal Authorities on the plot more particularly described in the **First Schedule** and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them.

Provided that the Promoters/Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the premises of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

2a. The Purchaser/s agree to purchase from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Purchaser/s one Flat Premises bearing **Flat No.**\_\_\_\_\_, admeasuring \_\_\_\_\_ **Sq. Mtrs.** carpet area equivalent to \_\_\_\_\_ **Sq. Feet** RERA carpet area and \_\_\_\_\_ **Sq. Mtrs.** carpet area equivalent to \_\_\_\_\_ **Sq. Feet** approved Balcony Area inclusive of

Fungible area on the \_\_\_\_\_ **Floor** of **Wing “\_\_\_”** of the building known as “**SILICON AVENUE**” (for short “**the said premises**”) as shown in the typical floor plan thereof annexed as **Annexure “E”** hereto more particularly described in the **Third Schedule** hereunder written; at or for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as lump sum consideration exclusive of Stamp Duty and Registration Charges, GST as applicable, other Statutory Levies as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents.

2b. The Promoter hereby agree to allot and Allottee hereby agree to acquire garage/covered parking space at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium, bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance, being constructed in the layout.

OR

The Promoter hereby agrees to allot and Allottee agrees to acquire an open parking space bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. ft., having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth.

2c. As informed to the Promoters/Developers since the Purchaser/s have/has agreed to acquire and purchase the said Premises jointly each of them shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant in Common.

1) Purchaser No.1 \_\_\_\_\_ %

2) Purchaser No.2 \_\_\_\_\_ %

In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises.

3. "Rera Carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises.
- 4a. The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Purchaser/s to the Developers works out to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**. The said amount of the consideration of the said premises shall be paid by the Purchaser/s to the Promoters/Developers in the following manner that is to say-

**SCHEDULE OF PAYMENT**

<b>Sr. No.</b>	<b>Description</b>	<b>Percentage</b>
1	On Booking	10%
2	On Registration of Agreement	15%
3	On Completion of Plinth	5%
4	On Completion of 1 <sup>st</sup> Slab	3%
5	On Completion of 2 <sup>nd</sup> Slab	3%
6	On Completion of 3 <sup>rd</sup> Slab	3%
7	On Completion of 4 <sup>th</sup> Slab	3%
8	On Completion of 5 <sup>th</sup> Slab	2%
9	On Completion of 6 <sup>th</sup> Slab	2%
10	On Completion of 7 <sup>th</sup> Slab	2%
11	On Completion of 8 <sup>th</sup> Slab	2%
12	On Completion of 9 <sup>th</sup> Slab	2%
13	On Completion of 10 <sup>th</sup> Slab	2%
14	On Completion of 11 <sup>th</sup> Slab	2%

15	On Completion of 12 <sup>th</sup> Slab	2%
16	On Completion of 13 <sup>th</sup> Slab	2%
17	On Completion of 14 <sup>th</sup> Slab	2%
18	On Completion of 15 <sup>th</sup> Slab	2%
19	On Completion of 16 <sup>th</sup> Slab	2%
20	On Completion of 17 <sup>th</sup> Slab	2%
21	On Completion of 18 <sup>th</sup> Slab	2%
22	On Completion of 19 <sup>th</sup> Slab	2%
23	On Completion of 20 <sup>th</sup> Slab	2%
24	On Completion of 21 <sup>st</sup> Slab	2%
25	On Commencement of Blockwork of the Flat	3%
26	On Commencement of Internal Plaster of the Flat	3%
27	On Commencement of External Plaster of the Flat	3%
28	On Commencement of Tiling Work of the Flat	3%
29	On Commencement of Painting Work of the Flat	3%
30	On Commencement of Window Sliding Work of the Flat	3%
31	On Commencement of Electric Fitting of the Flat	2%
32	On Commencement of Sanitary & CP Fitting of the Flat	2%
32	On Intimation of Possession	2%
	<b>Total</b>	<b>100%</b>

4b. It is expressly agreed and understood that if the Promoters/Developers carry out and complete the works of construction of Brick walls, Internal Plaster, External Plaster, Tiling Work, Painting, Sliding Window, Electric Work, CP and Sanitary Fitting, etc. as contemplated at Items (25) to (32) set out in the Schedule of payment in respect of the said Premises agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is being in process, the Purchaser/s immediately on requiring by the Promoters/Developers, shall pay the amount of installments under Items (25) to (32) or such of them as set out in Schedule of payment depending

upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

4c. The aforesaid consideration shall be paid subject to statutory deduction (TDS) as applicable to the transaction and as contemplated under the Provisions of Section 194 (I)(A) of the Income Tax Act and on such deduction the Purchaser/s shall issue necessary Certificate of Deduction to enable the Promoters/Developers to submit the same before the said Concerned authorities so as to get due adjustment thereof. In the event the Purchaser/s does not issue and submit such certificate of deduction, the Purchaser/s shall be bound and liable to pay to the Promoters/Developers such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.

5. 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 Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers 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 Purchaser, which shall only be applicable on subsequent payments.

6. The Sale Consideration and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Promoters/Developer shall, in respect of the Sale Consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien on the said Premises. It is an

essential and integral term and condition of this Agreement and of the title to be created in respect of the Flat under this Agreement in favor of the Purchaser/s, that only in the event the Total Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser/s hereof are paid by the Purchaser/s to the Promoters/Developers and Purchaser/s has/have furnished to the Developers the requisite Form 16B for all amounts of TDS, shall the Purchaser has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.

7. The Promoters/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @ \_\_% per annum for the period by which the respective installment has been proponed. 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/Developers.
8. The Promoters/Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent 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 Promoters/Developer. If there is any reduction in the carpet area subject to a variation cap of three percent then Promoters/Developer 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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters/Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Schedule of Payment. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

9. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters/Developers with such permission, approvals which would enable the Promoters/Developers to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
10. The Promoters/Developers accept no responsibility in this regard. The Purchaser/s shall keep the Promoters/Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoters/Developers immediately and comply with necessary formalities, if any, under the applicable laws. The Promoters/Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters/Developers shall be issuing the payment receipts only in favour of the Purchaser/s only.

11. The Purchaser/s authorizes the Promoters/Developers 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 Promoters/Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoters/Developers to adjust his payments in any manner.
12. The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises obtain from the concerned local authority occupation and/or Completion Certificates in respect of the said Premises.
13. Time is essence for the Promoters/Developers as well as the Purchaser/s. The Promoters/Developers shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.  
  
Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided in clause No.4 herein above. ("Schedule of Payment").
14. The Promoters/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 7398.54 square meters only. The Promoters/Developers hereby declare that no part of the floor space index of the said Properties has been utilised by them elsewhere for any purpose whatsoever. The Promoters/Developer planned to utilize FSI by availing TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as per DCPR-2034 or based

on expected increase FSI, which may be available in future due to modifications in DCPR-2034 applicable to said project.

15. The Promoters/Developers hereby represent and declare and the Purchaser/ hereby confirms subject to what is contemplated in the Development Agreement, that:

(i) If due to any change in the Development Rules and Regulation or by introduction of any Policy by the Government of Maharashtra or other Concerned Authorities F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Promoters/Developers subject to the terms under the Development Agreement, shall be entitled to use, utilize, consume and exploit such F.S.I. on the said portion of the property constructing additional floor/s in the said Building in terms of the said Development Agreement.

(ii) The Promoters/Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations, etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire

(iii) The Purchaser/s hereby agrees and undertakes that he/She/they shall not obstruct or object or dispute to the right, title and interest of the Promoters/Developers in respect of such additional F.S.I. and/or T.D.R., Premium FSI benefit, fungible FSI if available/permitted to the Promoters/Developers/Society as above in terms of the Development Agreement and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc., if

so required, by the Promoters/Developers and if so contemplated under the provisions of the said Act.

- (iv) The Purchaser/s hereby agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoters/Developers in respect of the such benefit of additional FSI including of Fungible FSI available to the Promoters/Developers to use, utilize, consume and exploit the same by constructing additional floors on the said building.
- (v) The Purchasers of flats/Shop/Commercial Unit, etc. from the Promoters/Developers in respect of the such additional floors which the Promoters/Developers are entitled in terms of the Development Agreement to construct by use of such extra or additional FSI and/or TDR Premium FSI benefit shall be accepted and admitted as members and shareholders of the said Society and such Purchaser/s shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser/s herein in the said building and/or the said Property
- (vi) It is expressly agreed and understood that the right, title and interest of the Promoters/Developers in terms of the Development Agreement to avail the benefit of additional FSI and/or TDR, premium FSI benefit, fungible FSI to use, utilize and consume the same in the said property shall be absolute and permanent.
- (vii) In the event in compliance of the provisions of the said Act (RERA/MahaRERA) and the rules framed thereunder if any, permission from the Purchaser/s herein along with other Purchasers (percentage of which was specified under the said Act/Rules) of premises in the building being required, the Purchaser, on being requested shall give his/her/their

permission and extent necessary co-operation without claiming any monetary or other benefits.

16. The Purchaser/s hereby confirm having granted his/her/their power and permission to the Promoters/Developers and agree:

a) That the Promoters/Developers and/or the Society as contemplated in the said Development Agreement shall be entitled to all FSI in respect of the said plot/property so allotted/permitted/to be permitted/allotted hereafter whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the Concerned Authorities/MHADA from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Right (TDR) or otherwise, however that under no circumstances the Purchasers will be entitled to any FSI in respect of the said Property nor shall he/she/they have any right to consume the same in any manner whatsoever.

b) That as provided in the said Development Agreement the Promoters/Developers shall be entitled to sell the Flat/premises/shops and allot car parking space as Free Sale Component.

c) That not to raise any objection or interfere with Promoters/Developers/Society rights reserved hereunder and under the said Development Agreement.

d) That to execute, if any further or other writing, documents, consents, etc. as required by the Promoters/Developers and/or the Society for carrying out the terms hereof and intentions of the Parties hereto.

e) That to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters/Developers and/or the Society in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

f) That the aforesaid consent, authority and covenants shall remain valid, continuous, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s.

17a. In the event, the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Promoters/Developers and only after their having complied with fulfilled, observed and performed their part of the obligations contained under these presents and further undertake to do so. The Promoters/Developers do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at their risk as to costs and consequences and shall indemnify and keep the Promoters/Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whatsoever have sanctioned and/or disbursed such housing finance.

17b. It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Promoters/Developers of having their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters/Developers alone.

Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS/NEFT directly in the name of the Promoters/Developers and shall be informed to/handed over personally to the Promoters/Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser/s herein shall not bind the Promoters/Developers as having received such housing finance on behalf of the Purchasers.

17c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoters/Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development as envisaged and contemplated in the development Agreement to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/shave/has obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/s to the Promoters/Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay amount so due and payable to the Promoters/Developers from his/her/their own source of income.

17d. The transaction under these presents is for allotment of said premises to the Purchaser/s in the building to be constructed by the Promoters/Developers on the property pursuant to the

Authority given by the said Society under the documents executed in favour of the Promoters/Developers. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy/search charge/duty, lease rent, etc. by any authority or authorities of Government or Semi-Government/BMC. The Purchaser/s alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Promoters/Developers all such statutory, levies and charges as may be payable, etc. as and if so levied by the Concerned Authorities and the Promoters/Developers shall not be held liable or responsible for the same.

17e. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Financial Institution/Lender. Any delay in receiving the installments from the Purchaser/s or the Financial Institution/Lender for any reason whatsoever will entitle the Developers to charge annual interest specified in the rule on the outstanding amount.

17f. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser/s and/or their Banker/Financial Institution the Purchaser/s personally shall be liable to pay such amount of interest as the Promoters/Developers are entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters/Developers. It is expressly agreed and understood by the Purchaser/s that due to force major events as contemplated hereinafter, in the event if the Promoters/Developers are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser/s shall not claim any interest or compensation on the ground that they being subjected to pay interest to his/her/their

Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

18. The Promoters/Developers declare that as on this day the title to the said Property is clear, marketable and free from encumbrances and reasonable doubts. The Promoters/Developers have obtained the title certificate of the said Property from their Advocate, the copy whereof is hereto annexed and marked as **Annexure "D"**.
19. The Promoters/Developers hereby declare that no part of the floor space index of the said Properties has been utilised by them elsewhere for any purpose whatsoever. The Promoters/Developers shall have the right to make additions and / or alterations and raise or put-up additional structures as may be permitted by the concerned authorities or grant right of way from the said Properties for development of adjoining properties. If any portion of the said Properties is acquired or notified to be acquired by the Government or any other public body or authority, the Developers shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I., TDR, Fungible FSI and all other benefits which may be permitted from time to time.
20. The Promoters/Developers hereby agree that they shall before handing over possession of the premises to the Purchaser/s make full and true disclosure of the nature of their title to the said Properties as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Properties and shall as far as practicably ensure that the said Properties is free from all encumbrances.
21. Without prejudice to the right of the Promoters/Developers to charge interest as contemplated under these presents, on the Purchaser/s committing default in payment on due date of any amount due and payable by them to the Promoters/Developers under this Agreement (including his/her/their proportionate share

of taxes levied by Concerned Local Authority and other outgoings) and on the Purchaser/s committing any three defaults of payment of installments, the Promoters/Developers shall at their own option, may terminate this Agreement.

PROVIDED THAT, Promoters/Developers shall give notice of 15 (fifteen) days in writing to the Purchaser/s, by Registered Post A/D at the address provided by the Purchaser/s and mail at e-mail address if so provided by the Purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages and/or any other amount which may be payable to the Promoters/Developers) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the premises/flat which may till then have been paid by the Purchaser/s to the Promoters/Developers.

If the Purchaser/s fails to rectify the breach or breaches and/or remedy the default mentioned by the Promoters/Developers within the period of notice then at the end of such notice period, this Agreement shall stand terminated/cancelled without any further communication to the Purchaser/s.

However, such amount shall be refunded only against the Purchaser/s having executed and got registered the Deed of Cancellation with usual covenants and return of the Original of these presents. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as GST, stamp duty, registration charges, etc. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as GST, Stamp Duty and Registration Charges etc.

In the event the Purchaser/s has/have taken housing finance/loan from his/her/their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of this Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.

On termination, the Promoters/Developers are free to deal with the premises as they deem fit even without executing necessary deed of cancellation. The Purchaser/s confirms the same and shall not dispute or create any case /claims on the Promoters/Developers or the premises.

22. The Promoters/Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under registration No. \_\_\_\_\_ dated \_\_\_\_\_, a copy whereof is annexed hereto and marked as **Annexure "F"**;
23. The fixtures, fittings and amenities to be provided by the Promoters/Developers in the said Premises are those that are set out in **Annexure "G"** annexed hereto.
24. The Promoters/Developers shall give possession of the Apartment to the Purchaser/s on or before \_\_\_\_\_. If the Promoters/Developers fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of their agents as per the provisions of the said Act, by the aforesaid date or the dates prescribed in the said RERA Act, then the Promoters/Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with annual interest at the rate specified in the Rules from the date the Promoters/Developers received the sum till the amounts and interest thereon is repaid.

PROVIDED that the Promoters/Developers shall be entitled to reasonable extension of time for giving possession of said flat on the aforesaid date if the completion of the building is delayed on account of force-majeure events including: -

- i) War, earthquake, civil commotion or act of God;
- ii) Any notice, Order rule, notification and/or change of policy of the Government and/or for other public or Competent Authority/Court;

25. The Promoters/Developers, upon payment of the balance consideration and other amounts towards various charges, GST, taxes advances maintenance charges, etc. within the time as contemplated above, shall offer the possession of the premises to the Purchaser/s in terms of this Agreement and as required by Promoters/Developers to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters/Developers shall give possession of the premises to the Purchaser/s. The Purchaser/s agrees to pay the maintenance charges as determined by the Promoters/Developers/Society, as the case may be, not with outstanding/irrespective of whether the possession of the Flat/Premises is taken or not.

26. Upon receiving a written intimation from the Promoters/Developers as per preceding clause, the Purchaser/s shall take possession of the premises from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required by Promoters/Developers, and the Promoters/Developers shall give possession of the premises to the Purchaser/s. In case the Purchaser fails to take possession within the time provided in preceding clause, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

The Purchaser/s shall checkup the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the

Purchaser/s shall have no claim against the Promoters/Developers in respect of any item or work in the said premises or Wing or in the said building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

27. Within the statutory period of Five Years, if the Purchaser/s bring to the notice of the Promoters/Developers any structural material defect in the said premises or the building in which the said premises is situated or the material used therein then, whenever possible such defects shall be rectified by the Promoters/Developers at their own cost with best possible material, subject however that the Purchaser/s herein and Occupiers/Purchasers of other premises in the building/Wing is/are not guilty of any act of omission or commission and have fully performed and complied with their part of the obligations and covenants contained under these presents in respect of the premises and the building/Wing and not done any structural changes/modifications in the premises.

28. The Purchaser/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as may be permissible. The said premises agreed to be allotted under these presents as also other premises in the Wing/building as may be allotted by the Promoters/Developers to their prospective Purchasers shall not be used for such activity and for user not permitted by municipal authority. The Purchaser/s shall use the car parking, if so allotted, and/or permitted to use in writing only for purpose of keeping or parking the Purchaser's own vehicle. The Promoters/Developers shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Promoters/Developers as the Promoters/Developers may deem fit and the Purchaser/s herein shall not object or dispute to the same

29. The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society since the Society is already in existence and the owner of the said Land, there will not be any question of the Promoters/Developers complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. On the Purchaser/s being admitted and accepted as member of the Society, the Purchaser/s shall be bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser/s along with Purchasers of other Flat/Premises shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement.
30. The said building to be constructed as aforesaid shall, always be known as **“SILICON AVENUE”** or by such other name as may be desired by the Promoters/Developers, However, society name will remain as **DEEPLAXMI GRIHA NIRMAN SANSTHA MARYADIT** also **DEEPALXMI CO-OPERATIVE HOUSING SOCIETY LIMTIED** This covenant shall at all times be binding upon the successors in title of the Purchaser/s.
31. The Terrace space in front of or adjacent to the terrace flats/premises in the said building, if any as per the sanctioned plan shall be permitted to use exclusively to the respective Purchaser/s of the terrace flats/premises and such terrace spaces are intended for the exclusive use of the respective terrace flat/premises Purchaser/ as the use thereof has been permitted to use to him/ her/them. Subject however, to the bye laws and other circulars/resolutions of the Society and terms imposed/ to be imposed.

32. After having expired period of notice in writing on being given by the Promoters/Developers to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/son being required and called upon by the Promoters/Developers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said property and the Building namely local taxes, betterment charges or such other levies by the Concerned Local Authority BMC/Collector and/or Government Authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of portion of the entire plot and the building to the Promoters/Developers and/or the said Society as the case may be. The amounts so paid by the Purchaser to the Promoters/Developers shall not carry any interest and remain with and utilized by the Promoter till the management and affairs of the building are handed over to the Society.

33. The Promoters/Developers shall utilise the said sum paid by the Purchaser/s to the Promoters/Developers for the purpose for which they are received and maintain account of monthly maintenance charges. It is expressly agreed and understood that the Promoters/Developers shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold flats/car parking, etc. The Purchaser/s herein shall not, either individually or with other Purchaser/s, claim for or demand any such amounts from Promoters/Developers. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other Purchaser/s from the

Promoters/Developers shall exclusively belong to the Promoters/Developers alone.

34. In respect of the unsold flats premises and Car parking's if any, after the Promoters/Developers obtained Occupation Certificate/Part Occupation Certificate from the Brihanmumbai Municipal Corporation, the Promoters/Developers while reserving right to use, occupy, possess or enjoy by themselves/their Directors or nominees till they actually sale and allot shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of BMC including Assessment and Collection Department in respect of the unsold flats and that the Promoters/Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Flat/premises/units/Shops Purchaser occupying their respective premises, under its Bye-Laws or Rules and Regulations. The Promoters/Developers shall also be entitled to offer the unsold Flats as security for any loan/finance either availed/ to be availed.

35. Before taking over possession of the said Premises, the Purchaser shall pay to the Developers.

(a) Rs. \_\_\_\_\_/- towards Electricity Meter Connection, Water Connection, Development Charges and Legal Charges.

(c) Rs. \_\_\_\_\_/- towards Society membership and share money.

(f) Rs. \_\_\_\_\_/- towards advance society maintenance charges for one year.

All above payments are exclusive of GST as applicable.

36. The Promoters/Developer shall maintain a separate account in respect of sums received by the Promoters/Developers from the

Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, like property taxes, Maintenance charges and shall utilize the amounts only for the purposes for which they have been received.

37. The Promoters/Developers hereby represents and warrants to the Purchaser/s as follows:

- i. The Promoters/Developers have 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 Promoters/Developers have 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.
- 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/wing shall be obtained by following due process of law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all

applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoters/Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
  - vii. The Promoters/Developers have 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 Premises, which will, in any manner, affect the rights of the Purchaser, under this Agreement;
  - viii. The Promoters/Developers confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
  - ix. The Promoters/Developers have 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;
  - x. 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 property) has been received or served upon the Promoters/Developers in respect of the project land and/or the Project.
38. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DOTH hereby covenant with the Promoters/Developers as follows:

- a. To maintain the said premises at their own cost in good tenable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.
- b. Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the said Premises is situated, including entrances of the building. On account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.
- c. To carry at their own cost all internal repairs of the said premises and maintained the same in good condition and order in which it was delivered by the Promoters/Developers and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- d. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused

to be made any addition or alteration of whatsoever nature in the elevation and outside color scheme of the building in which the premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Promoters/Developers.

- e. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said property and the building whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said premises in the compound or in the portion of the same building.
- g. Pay to the Promoters/Developers within 7 days of demand by the Promoters/Developer his share of Security Deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- h. To bear and pay in proportion increase in local taxes, water charges outgoings, lease rent and such other levies, if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said flat/premises/units/shops by the Purchaser/svizi from residential purpose to commercial and/or vice-versa or user for any purposes other than for residential/commercial purpose for which the Premises is allotted under these presents.

- i. 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 possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Promoters/Developers and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser/s have intimated in writing to the Promoters/Developers.
- j. The Purchaser/s shall observe and perform all the rules and regulations which the Society or Limited Company may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k. Not to use any parking space i.e. stack parking at Basement/Stilt, if so permitted, to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;
- l. In the event the Promoters/Developers and/or the Society require the Purchaser/s to temporary vacate the parking space so as to enable other Purchasers of flats/premises/units/shops in the building to have temporary use for social or other events/function, the

Purchaser/s shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers of the building;

m. Till the Promoters/Developers have used/utilized and consumed all the FSI available presently or in future as also of TDR benefits/Additional Buildable Area the Purchasers shall permit the Promoters/Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said plot and/or of the building or any part thereof as also of the said flat/premises/units/shops agreed to be allotted under these presents to view and examine the state and condition thereof;

n. To permit the Promoters/Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said entire Plot and/or of the building or any part thereof as also of the said flat/premises/ units/shops agreed to be allotted under these presents to view and examine the state and condition thereof.

o. Not to use any open space either in front or rear side of the flat/premises/units/shops any open space nor to cover the same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.

p. Not to do or suffered to be done anything to the building, entrance, lobbies, staircase, etc. which may be against the Rules, Regulations and bye laws of the Concerned Local and public bodies and/or which may be consistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.

- q. Not to encroach upon external and/or internal ducts, voids areas attached to the flat/premises/units/shops by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.
- r. Not to affix or put any dish antenna, A.C. Condenser units outside the flat/shops/units/premises, due to which likely possibility to spoil the exterior elevation of the building. However, common dish antenna can be installed on the terrace of the building/Wing.
- s. To keep and affix outdoor A/c units only in the location/ space specified by the Promoters/Developers to the flat/premises/units/shops.
- t. That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future.
- u. Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the flat/premises/units/ shops and of the building
- v. Not to put or keep plant pots, signboards and/or any object outside the windows.
- w. The Purchaser/s has scrutinized the said plan attached herewith to the agreement and accepts the area of the said Premises to be correct and the Purchaser/s shall not raise any dispute regarding the said area of the Premises.

39. If any Purchaser/s has/have not been allotted any parking space to his/her/their flat, the said Purchaser/s shall not demand or claim any parking space from the Promoters/Developers or the society and shall not park his/her/their vehicle in the parking lot allotted to other purchasers/members.
40. It is expressly agreed by and between the Promoters/Developers and the Purchaser/s and all persons claiming under them that,
- (a) The Promoters/Developers shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, arraigns, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A.R. (F.S.I.) and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the neighboring properties that may have been or that may hereafter be agreed to be developed by the Promoters/Developers.
- (b) The Purchaser/s hereby gives his/her/their express consent to the Promoters/Developers to raise any loan against the unsold premises in the building to be constructed on the said Properties and to mortgage the same with any Banks or any other party. This consent is on the express undertaking that any such loan liability shall be cleared by the Promoters/Developers at their own expenses before the possession of the said premises are handed over by the Promoters/Developers to the Purchaser/s.
41. After the Promoters/Developers executes this Agreement, they shall not mortgage or create a charge on the said flat and if any

such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who has taken or agreed to take such flat Premises.

42. **Binding Effect:** Forwarding this Agreement to the Purchaser/s by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters/Developers. If the Purchaser/s fails to execute and deliver to the Promoters/Developer this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s after deducting taxes without any interest or compensation whatsoever.
43. **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 Flat, as the case may be. The Purchaser/s declare and confirm that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and

nothing contained in any brochures, pamphlets, literature or any other material including website etc., (as regards furniture, layout, colour scheme, elevation, lawns, etc.) shall be binding on Promoters/Developers and this Agreement supersedes all earlier documents, allotment letter, correspondences, brochures and/or oral/written representations whatsoever.

44. Right to Amend: This Agreement may only be amended through written consent of the Parties.
45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said piece of land or any part thereof. The Purchaser/s shall have no claim save and except the said premises agreed to be sold to him and the parking space, Stilt area, open terrace, TDR, unconsumed FSI etc. will remain the Properties of the Promoters/Developers as hereinbefore mentioned.
46. Provision of this Agreement applicable to Purchaser/s or Subsequent Purchaser/s: 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 Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat, for all intents and purposes.
47. 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.

- 48. Method of Calculation of Proportionate Share wherever referred to in the Agreement: Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s for the said Flat in Project, the same shall be in proportion to the RERA carpet area of the Said Flat.
- 49. Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters/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 rights of the Promoters/Developers.
- 50. All notices, intimations, letters, communications etc. to be served on or given to the parties as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting/ Courier/Registered A.D./Ordinary Post/Email ID (if so provided) his/her/their address as specified below.

**PROMOTERS/DEVELOPERS**

Name : **M/S. SILICON LIFESPACES LLP**

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

Email ID : \_\_\_\_\_

**PURCHASER/S**

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

Add : \_\_\_\_\_  
\_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

51. It shall be the duty of the Purchaser/s and the Promoters/Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters/Developers or the Purchaser/s, as the case may be.
52. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoters/Developers to the Purchaser/s 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 Purchaser/s.
53. 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 Purchaser/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
54. The charges towards GST, stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.
55. 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 at Mumbai will have the jurisdiction for this Agreement.
56. The Promoters/Developers are entitled and have every right to display/fix their brand name and logo on any part of the building including on terrace/entrance as they may decide and shall pay outgoings and other charges in respect thereof.

57. The Purchaser/s hereby nominate \_\_\_\_\_ being one of his/her heirs to avail the benefit of these presents and tender compliances of the terms hereof in the event of death/insolvency or incapacity to contract on the part of the Purchasers.
58. Any dispute between the Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
59. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with Real Estate (Regulation and Development) Act, 2016. All consents given by the Purchaser/s herein shall continue even if Acts may provide otherwise.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of land admeasuring 2283.50 sq. mtrs or thereabouts bearing Plot No. 93-1 & 2, C.T.S. No.1082, together with existing Building known as **Deeplaxmi Sahakari Griha Nirman Sanstha Maryadit** also known as **Deeplaxmi Co-Operative Housing Society Limited**, situate, lying and being at Village Mulund (East), Taluka Kurla, District Mumbai Sub-urban situated at Mithagar Road, Mulund (East), Mumbai-400081, and bounded as follows:

- On or towards the East : By Private Road  
 On or towards the West : By CTS No. 1083  
 On or towards the North : By Private Road  
 On or towards the South : By Mithaghar DP Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:****A) Description of the common areas provided:**

Sr. No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i	Entrance Lobby	31/12/2027	31/12/2027	15.40 Sq. Mtrs.
ii	Passage Lobby on Each Floor	31/12/2027	31/12/2027	12.73 Sq. Mtrs.

**B) Facilities/amenities provided/to be provided within the building including in the common area of the building:**

Sr. No.	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i	Fitness Centre 1	1	31/12/2027	31/12/2027	118.89 Sq. Mtrs.	Free of FSI
ii	Fitness Centre 2	1	31/12/2027	31/12/2027	27.90 Sq. Mtrs.	Free of FSI
iii	Society Office	1	31/12/2027	31/12/2027	16.98 Sq. Mtrs.	Free of FSI

**C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
NA	NA	NA	NA	NA	NA	NA

**D) The size and the location of the facilities/ amenities in form of open spaces ( RG / PG etc.) provided/to be provided within the plot and/ or within the layout.**

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i	RG	1	342 Sq. Mtrs.	31/12/2027	31/12/2027
ii	Amenities on Podium Floor	1	400 Sq. Mtrs.	31/12/2027	31/12/2027
iii	Amenities on Terrace Floor	1	300 Sq. Mtrs.	31/12/2027	31/12/2027

**E) Details and specifications of the lifts:**

Sr. No.	Type Lift (passenger/ services/ stretcher/ goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i	Passage Lift	4	10 to 13 Passenger	1.50 to 1.75 mtr/sec
ii	Fire Evacuation Lift	2	6 to 8 Passenger	1.25 to 1.75 mtr/sec
iii	Car Lift	2	2200 to 2500 kg	0.4 to 0.5 mtr/sec

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

Description of the premises/flat/shop

Premises being **Flat No.** \_\_\_\_\_ admeasuring about \_\_\_\_\_ **Sq. Mtrs.** equivalent to \_\_\_\_\_ **Sq. Feet** RERA Carpet Area and \_\_\_\_\_ **Sq. Mtrs.** carpet area equivalent to \_\_\_\_\_ **Sq. Feet** approved Balcony Area, on \_\_\_\_\_ **Floor** of “\_\_\_” **Wing** of the building known as “**SILICON AVENUE**” **without Car Parking / with Stack Car Parking** being No. \_\_\_ at \_\_\_\_\_ Level at Stilt of the building / **with Car Parking** being No. \_\_\_\_\_

\_\_\_\_ at \_\_\_\_ Floor Podium of the building on the plot described in the First Schedule hereinabove written.

**SIGNED, SEALED AND DELIVERED**

By the Withinnamed

**“PROMOTERS/DEVELOPERS”**

**M/S. SILICON LIFESPACE LLP**

Through it's Partner

\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

By the Withinnamed **“PURCHASER/S”**

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

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

In the presence of:

1 \_\_\_\_\_

2 \_\_\_\_\_

**R E C E I P T**

Received with thanks from the withinnamed Purchaser/s a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being part payment in respect of the Flat hereinabove mentioned on execution of this agreement.

<b>Sr. No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank and Branch</b>	<b>Amount</b>
<b>TOTAL</b>				

WE SAY RECEIVED

THE PROMOTERS/DEVELOPERS

IN THE PRESENCE OF:

1 \_\_\_\_\_

2 \_\_\_\_\_