

AGREEMENT FOR SALE

THE ARTICLES OF AGREEMENT FOR SALE is made and entered into at Bhayandar (East), Thane - 401105, on this _____ day of _____, 20____.

'BETWEEN'

M/S. SILVER & RASHI CONSTRUCTION, a Partnership Firm, through its Partner **MR. SHIVKUMAR J. SHARMA**, an adult Indian Inhabitant, having address at office No. 102, Bashikali Nagar, Building No. 2, Navghar Road, Bhayandar (East), Thane - 401105, hereinafter called and referred to as the **'THE SAID BUILDERS'**, *(Which expression shall, unless be repugnant to the context or meaning thereof be deemed to mean.*

II. The said owners by way of Deed of Conveyance dated 21st of March 2012 registered dated 14th May 2012 under the Serial No. TNN7-03538- on 14/05/2012 have sold, transfer and assigned their rights and interest in favour of **DEEPAK APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD.** a Co-operative Housing Society, Registered under Maharashtra Co-operative Society Act 1960 bearing its Registration No. TNA/ [TNA]/ HSG/ [TC]/ 3611 / 1989-1990 and have granted full Development rights and interest with covenant to execute Conveyance in the respect of said property and entrusted the said property unto them absolutely with exclusive rights and interest to carry out on the development of building and simultaneously, the owners have also executed irrevocable power of attorney registered with registrar dated 14/05/2012 bearing is Reg. No. TNN7 - 03543, dated 14/05/2012 in favour of M/S Silver & Rashmi Construction and conferred upon them with all the power and authorities inter alia power to sell the said flats and shops constructed in said building. [From thereafter for the sake of brevity, it referred and called as '**SAID SOCIETY**']

III. The another property bearing Old Survey No. 138, New Survey No. 54, Hissa No. 7, admeasuring about 300 Sq. Meters lying and situated Village - Khari, Talao Road, Bhayandar [East], Thane within Mira Bhayandar Municipal Corporation and as more particularly

V. There was already building known as **DEEPAK APARTMENT** was lying and situated at aforesaid properties since 30 years back and it was in a depilated condition, therefore the Mira - Bhayandar Municipal Corporation had issued notice dated 10/04/2010 to the society and demolished the said building. Therefore the society in its General Body Meeting held on 13/12/2009 unanimously resolved to go for Re-Development of its building and according started taking necessary steps on said subject matter. The said Society has called General Body Meeting wherein decision regarding Re-Development of the building has taken place. Several Builders and Developers are called to give offer and finally **M/S. SILVER AND RASHI CONSTRUCTIONS** presented their final proposal along with prepared typical floor plan. The society then convened a General Body meeting on 17/01/2010 and Meeting dated 02/05/2010 for the selection of the developers and finally the members of society unanimously accepted the proposal of **M/S. SILVER AND RASHI CONSTRUCTIONS** as Developers for the Development of said society building. Thereafter the society has executed Development Agreement and power of attorney in favour the said developer for the same.

VI. Thus after acquiring the exclusive rights and interest on the both properties bearing Old Survey No. 138, New

local authority and builders until the Registration of the Society.

33. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made there under.
34. Both the Parties have gone through this M.O.U. and have signed on it in the presence of witnesses.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and signatures the day and the year first hereinabove written.

THE SCHEDULE OF FIRST PROPERTY

Piece and parcel of land bearing Old Survey No. 138, New Survey No. 54, Hissa No. 3, 6 & 7, admeasuring about 1340 Sq. Meters lying and situated Village – Khari, Talao Road, Bhayandar [East], Thane within the limits of Mira Bhayandar Municipal Corporation, Bhayandar (West), Thane.

THE SCHEDULE OF SECOND PROPERTY

Piece and parcel of Flat / Shop bearing No. _____, on _____ Floor, admeasuring about _____, Sq. Meters, [carpet area] lying and situated on the Plot of