

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT is made on this _____ day of _____, 20____;

BETWEEN

M/S. SIDDHIVINAYAK HOMES, a partnership firm formed under the provisions of the Indian Partnership Act, 1932 having its registered office at : Plot No.-35, Sector-5, Opp. Ganesh Mandir, Kharghar, Navi Mumbai – 410210, [PAN: ABRFS2668G] represented through its partner **Mr. Gaurav P. Agrawal, age- 33 years**, hereinafter referred to as the “**Promoters**” (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 and the heirs, executors, administrators and assigns of the last survivors) of the **ONE PART**;

AND

INDIAN INHABITANT(S) RESIDING
AT _____

AND

INDIAN INHABITANT(S) RESIDING
AT _____

hereinafter called “**the Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART**;

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as “Party”.

WHEREAS

- A. The Promoters herein are the owners of the land bearing Survey No-1/1/7 (Old Survey no- 1/1A/2), admeasuring 6000 square meters or 60.00 Gunthas situated at Village Koynavele, Taluka Panvel, District Raigad. The copy of the 7/12 extract is annexed herewith & marked as “**Annexure – 1-A**”.

The Promoters herein are the owners of the land bearing Survey No-1/8/B, admeasuring 2025 square meters or 20.25 Gunthas situated in Village Koyanavele, Taluka Panvel, District Raigad. The copy of the 7/12 extract is annexed herewith & marked as “**Annexure – 1-B**”

The Promoters herein are the owners of the land bearing Survey No-1/9, admeasuring 2030 square meters or 20.30 Gunthas situated in Village Koyanavele, Taluka Panvel, District Raigad. The copy of the 7/12 extract is annexed herewith & marked as “**Annexure – 1-C**”

The said lands are adjacent to each other together admeasuring 10055.00 square meters and is show in black colour boundary line on the plan annexed hereto and marked as “**Annexure – 2**”, and more particularly described in the First Schedule hereunder written.

AND WHEREAS, the said land admeasuring 10055.00 sq-metres is situated in the Village Koynavele now falling under Panvel Municipal Corporation and hereinafter referred to as the said “**developable land/said property**”, the details of which are more particularly mentioned in the FIRST SCHEDULE hereunder written, and delineated on the plan annexed herein along with the said Schedule and shown thereon surrounded by boundary lines.

AND WHEREAS, The plans, designs and specifications for constructing the buildings on the said land are approved by the Panvel Municipal Corporation, vide their Commencement Certificate vide its Order No. 2018/PMC/TP/BP/135/2018, dated 26/09/2018. The copy of the Development permission is annexed herewith and marked as “**Annexure – 3**”

- B. Promoters herein, has undertaken the construction of Buildings on the said developable land, (defined therein) by consuming the available FSI and any additional FSI/TDR as may be available on the said Property, and also construction of amenities and Common Areas and Facilities and all related and incidental activities thereto, and perform all the obligations set out therein, at its cost, charges, expenses and risk, on the terms and conditions therein contained.
- C. Plans for construction upto ground and 4 upper floors of the Buildings consuming FSI admeasuring 10035.79 square metres, on the said developable land have been sanctioned by the Panvel Municipal Corporation. In case any additional FSI/TDR is available at any point of time in future, then the Promoters/Land Owners shall be at liberty to utilize such additional FSI/TDR, whereby an additional floor or floors, shall be put up for construction on the existing approved plan of Ground + 4 floors, for utilisation of the balance FSI.
- D. The Promoters have commenced construction of the Buildings in the complex named as “**SIDDHIVINAYAK RIDDHIMA**” consisting of Seven Buildings, on the said developable land admeasuring 10055.00 sq-metres at Survey no – 1/1/7, 1/8/B and 1/9, at Village: Koynavele, Tal – Panvel Raigad. The said project shall be always known as “**SIDDHIVINAYAK RIDDHIMA**” and hereinafter referred to as “**the said project**”. As per the Development permission annexed herewith and marked as **Annexure:3**, presently the project approved consists of seven buildings comprising of 13 Wings, for Ground + 4 upper Floors. The Promoter/Land Owner herein intends to construct Additional Floor/Floors on all the Seven Buildings/Thirteen Wings by utilizing the balance/additional FSI/TDR and shall put up an application with the appropriate authority for use of the balance FSI/TDR available by construction of additional Floor/Floors on all the Seven buildings, if required so.
- E. The Promoters have appointed Architect Adinath Patkar (O7 Architects & Planners), registered with the Council of Architects and also appointed a Structural Engineer S.V. Patel (M/s S.V. Patel & Associates) for preparing structural designs and drawings and specifications of the Buildings to be constructed on the said Property and the Parties accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the Buildings unless otherwise changed by the Promoters.
- F. The Advocates: Mr. Prashant A Bhujbal, have issued a Certificate of Title relating to the said land/project, and a copy of which is annexed herewith and marked as **Annexure “4”**.
- G. The Allottee/s has/have approached the Promoters and offered to purchase an Apartment **FLAT NO. _____** on the **_____ FLOOR**, in **WING:‘ ’** of

BUILDING NO. ‘ in the project “**SIDDHIVINAYAK RIDDHIMA**” being constructed by the Promoter. The said apartment/flat is shown in black colour hatched lines on the plan annexed and marked as **Annexure “5A”**, AND WHEREAS the clear block plan showing the layout of the project which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee in this said project layout is clearly demarcated and marked as “**Annexure 5B**” and hereto hereinafter referred to as “**the Said Premises**” or the “**said Apartment/Flat** at the price and on the terms and conditions hereinafter appearing;

- H. Copies of following documents are annexed to this Agreement;
- i. Copy of 7/12 extract (**Annexure “1A, 1B & 1C”**);
 - ii. Copy of the Plan showing the said property (**Annexure “2”**)
 - iii. Copy of the Development Permission (**Annexure “3”**)
 - iv. Copy of Title Certificate given by Advocate Prashant A Bhujbal (**Annexure "4"**)
 - v. Copy of the floor plan (**Annexure “5A”**)
 - vi. Copy of the Approved Layout plan (**Annexure “5B”**)
- I. The Allottee/s has/have demanded inspection from the Promoters and the Promoters have given inspection to the Allottee/s of all documents of title relating to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoters Architects, the Title Certificate, revenue records, Development Permissions etc. and all other documents as specified under the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as “**the said Act**”) and the rules and regulations made thereunder. After the Allottee/s enquiry, the Promoters herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. After the and the Allottee/s is/are fully satisfied with the title of the Promoters in respect of the said Property and the Promoters’ right to allot various premises in the Buildings to be constructed on the said Property and has/have agreed not to raise any requisitions on or objections to the same.
- J. AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specification, 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/Project.
- K. AND WHEREAS while sanctioning the Said plans concerned local authority and/or Government has laid down certain terms, condition, 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 or occupancy certificate in respect of the said building/s/phase shall be granted by the concerned local authority.
- L. AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while construction/developing the said project has accordingly commenced construction/development of the same.
- M. AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the condition stated in the sanctioned plans by respective

competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

- N. AND WHEREAS the Allottee has independently made himself aware about the specifications provided by the Promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.
- O. AND WHEREAS the Allottee has been shown the conditions of contracts with the vendors/contractors/manufactures as regards to the workmanship and quality of products/fittings and fixtures as agreed between promoter and the vendors and upon independently verifying the same the Allottee has now agreed to the same, and has also agreed to abide by the same, failure of which shall absolve the Promoters to that extent.
- P. AND WHEREAS, the Allottee has applied for apartment in the said project vide application dated ____ for Apartment no ____ having carpet area of ____ square metres on the ____ floor in the Wing no. “_” of the Building no – “____” (“Building”) in the said project, more particularly described in Schedule II and the floor plan of the apartment is annexed hereto and marked as “Annexure 5”);
- Q. AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- R. AND WHEREAS the carpet area of the said Apartment is ____ Square meters 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.
- S. AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.
- T. AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents. AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- U. AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

- V. AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at MAHARASHTRA under Project Registration No. _____.
- W. AND WHEREAS the parties, relying on the confirmation, representations and assurances of each other to faithfully abide by all 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;
- X. And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.

2.0 CONSIDERATION OF THE SAID APPARTMENT/FLAT:

- 2.1 The Promoters shall construct the Buildings on the said Property in accordance with the plans, specifications, and designs as approved by the concerned local authority and which have been seen and perused by the Allottee/s with such variations and modifications as the Promoters may consider necessary or as may be required by the Government, semi-government authority, project architect and/or any other local authority from time to time. The Allottee/s hereby expressly consent/s to the Promoters/ Land Owners making variations or modifications in the plans as they may deem fit or which are required to be made by the Promoter in compliance of any order or direction etc. issued by the Competent Authority or any Statutory Body under any law of the State or Central Government. The Allottee/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

- 2.2.1 The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to allot to the Allottee/s the said Premises being an **APARTMENT/FLAT NO. _____** on the **____ FLOOR**, in **WING -‘___’** of **BUILDING NO ‘___’** admeasuring **_____ sq.-mtrs** of carpet area in the said project “**SIDDHIVINAYAK RIDDHIMA**” for the lumpsum consideration of **Rs. _____ /-(RUPEES _____ ONLY).**

2.2.2 PAYMENT SCHEDULE

- i) Flat No. _____ on the _____ floor, in Wing _____ of Building no _____ in project “**SIDDHIVINAYAK RIDDHIMA**”, and as shown in black colour hatched lines on the typical floor plan annexed and marked as **Annexure ‘5A’**

for the lumpsum consideration of Rs. _____/- (RUPEES ONLY)
 hereinafter referred to as **Total Sale Price/Sale Price** which shall be paid by
 the ALLOTTEE/S in the following manner:

Sr.No.	Percentage	Details	Amount (in Rs.)
1	10%	Earnest Money to be paid before this presents	Rs. _____/-
2	20%	Within 30 days from the Execution of this presents	Rs. _____/-
3	15%	On Completion of Plinth Work	Rs. _____/-
4	8%	On Completion of 1st Slab	Rs. _____/-
5	7%	On Completion of 2nd Slab	Rs. _____/-
6	5%	On Completion of 3rd Slab	Rs. _____/-
7	5%	On Completion of 4th Slab	Rs. _____/-
8	8%	On Completion of Internal Plaster	Rs. _____/-
9	7%	On Completion of External plaster	Rs. _____/-
10	5%	On Completion of Flooring	Rs. _____/-
11	5%	On Completion of External Painting	Rs. _____/-
12	5%	At the time of Possession	Rs. _____/-
	100%	GRAND TOTAL	Rs. _____/-

The Total Sale Price above excludes Taxes consisting of tax paid or payable by the Allottee by way of Value Added Tax, Service Tax, Cess, GST, Registration Charges, Stamp Duty or any other similar taxes which may be levied, in connection with the construction and sale of and carrying out the said Project payable by the Allottee presently or at any time in future, up to the date of handing over the possession of the Apartment.

The ALLOTTEE/S shall pay the amounts as aforesaid on the due dates without fail and without any delay or default, *as the time in respect of the said payments is the essence of the contract.*

All these areas mentioned herein are indicative and are approximate areas and that the ALLOTTEE/S herein agree/s to buy the said flat as one residential FLAT as a whole and not on the basis of the said indicative area in the project named as “**SIDDHIVINAYAK RIDDHIMA**” (hereinafter referred to as the “**said BUILDING/PROJECT**”), more specifically described in the **SECOND SCHEDULE** hereunder written as shown in the **FLOOR PLAN** thereof hereto annexed, and also undivided interest in the common area and facilities,

together with the amenities to be provided therein as mentioned in the **LIST OF AMENITIES** annexed hereto.

- 2.3 The Total Sale Price is escalation-free, save and except the increases, which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee, for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 2.4 The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment. However, it is agreed that failure on the part of the Promoters to send intimation requiring such payment shall not be a plea, or an excuse by the Allottee/s for non-payment of any amount or amounts.
- 2.5.1 The Allottee/s shall make all payments of the Total Sale Price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of ***“M/s. Siddhivinayak Homes” A/c No – 409000880115 with Ratnakar Bank Ltd, Branch – Kharghar.*** In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Total Sale Price due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of ***“M/s. Siddhivinayak Homes” A/c No – 409000880115 with Ratnakar Bank Ltd, Branch – Kharghar.*** Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee/s. In case of change of bank account number as mentioned above, the allottee shall make payment as conveyed by promoters in writing to the allottee.
- 2.5.2 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/they under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertaken not to object/demand/direct the Promoter to adjust his payment in any manner.
- 2.5.3 The Total Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Total Sale Price, the Allottee/s shall pay all other amounts mentioned herein including the amounts mentioned in Clauses hereinafter. Any

of the taxes including Service Tax and /or Value Added Tax (VAT), GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Allottee/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. **It is hereby clarified that the sale price of the said Flat/Unit is arrived at after considering the benefits of Input Tax Credit (ITC) of applicable GST on purchase of Goods and Services available to the Promoter. The Promoter has passed on the benefits of reduction in prices on account of availment of ITC, to the Allottee on lumpsum basis, at the time of fixation of sale price. The Allottee shall not at any time in future raise any dispute or claim in respect of the said ITC of GST.**

2.5.4 The Allottee/s agree/s, undertake/s and covenant/s to make payment of **GST** as may be applicable from time to time.

2.5.5 The Allottee/s are aware that as per present statute, **Goods and Service Tax (GST)** are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertake(s) to pay the amount of the **GST** along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of **GST** applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

3.0 INTEREST ON UNPAID DUE AMOUNT:

3.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank Of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waived of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

3.2 The Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Total Sale Price and Service Tax thereon, the Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) as

may be applicable from time to time. The Allottee/s after making payment of each installments and Service Tax, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective Form 26QB is filed, shall furnish Form 16B to the Promoters.

4.0 OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY: -

- 4.1 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 concerned local authority and/or State Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned Planning /local authority/development controlling authority, Occupation and/or Completion Certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Promoter.

5.0 DISCLOSURE AS TO FLOOR SPACE INDEX: -

- 5.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **10055.00 square meters** only and Promoter has planned to utilize additional Floor Space Index 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 approximately 20000 sq-metres 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.

6.0 DISCLOSER AND INVESTIGATION OF MARKETABLE TITLE: -

- 6.1 The Promoter has made full and true discloser of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s. As required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

7.0 SPECIFICATIONS AND AMENITIES: -

- 7.1 The specification and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in

Schedule III hereto. In the project under construction and considering to maintain the stability of the building/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per the policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

8.0 COMPLIANCE OF LAWS RELATING TO REMITTANCES: -

- 8.1 The Allottee, 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 Promoter with such permission, approvals which would enable the Promoter to full fill its obligation under this Agreement. Any refund, transfer of security, if provided in term of the Agreement shall be made in accordance with the provision 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 Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 8.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

9.0 POSSESSION OF THE APARTMENT: -

- 9.1 The Promoters shall endeavour to complete the construction of the said Flat by **31st December 2023**, (“**the said Date**”) provided always that the Promoters shall be entitled to further extension of time for completion of the said Buildings, if the completion of Buildings is delayed on account of:
- (i) Non-availability of steel, cement, other building material, water or electric supply.
 - (ii) War, Civil Commotion, flood, drought, fire cyclone, earthquake or act of God or any calamity by nature, which is affecting the regular development of the real estate project.
 - (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;

- (iv) Any other eventuality which is beyond the control of the Promoters and/or economic downswing in real estate or any other industry;
- (v) Extension of time as may be permitted by the Real Estate Regulatory Authority under the RERA Act 2016 and the Rules and regulations thereunder.
- (vi) IN THE EVENT ANY NEW PERMISSIONS ARE REQUIRED OR DELAY IN RECEIVING THE NOC/CC/OC FROM APPROPRIATE AUTHORITY OR ANY NEW PAYMENTS/DOCUMENTS ARE REQUIRED OR CHANGE IN PLANNING AUTHORITY.
- (vii) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters or its agents including strikes or agitation by the workers or labourers of the Promoters or the Contractor or suppliers.

9.2.1 Schedule for Possession of the Common Amenities: -

The Promoter herein is developing the said land which consists of various buildings having common amenities like landscape garden etc, the constructions/development of the said common amenities will be completed in due course only after completion of construction of all the buildings on the said land. The Promoter, assures to hand over possession of the said common amenities on **31st December 2023**. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities.

- 9.2.2 That the allottee/s further agree that even where 'substantial completion' of work has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However, if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done.

9.3 Procedure for taking Possession: -

The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing or by email to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the term and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provision, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

- 9.4 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee shall be solely responsible for the same.

9.5 **Failure of Allottee to take Possession of [Apartment/Plot]:-** Upon receiving a written intimation from the Promoter as per clause hereinbefore, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking 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 or commits delay in taking possession of said Apartment within the time provided, such allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

10.0 **TIME IS ESSENCE: -**

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/Plot] to the Allottee and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in Clause 2.2.2 in this agreement.

11.0 **TERMINATION OF AGREEMENT: -**

11.1.1 Without prejudice to the right of promoter to charge interest in terms of sub-clause no.3.0 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 concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

11.1.2 Provided that, Promoter shall give notice of 15 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 administrative expenses of an amount of **Rs. 300,000/- (Rupees Three Lakhs Only)** exclusive of taxes and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of **90 days** of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

11.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect

of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement and subject to deduction of administrative expense amount of **Rs. 300,000/- (Rupees Three Lakhs Only)** exclusive of taxes.

- 11.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 11.1 and 11.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12.0 DEFECT LIABILITY: -

- 12.1 The Allottee/s shall not carry out any alterations of the whatsoever nature in said apartment of phase/ wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams, walls etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out or any interior designing work for aesthetic value, without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- 12.2 That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- 12.3 Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing., and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- 12.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- 12.5 That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit / building/ phase/ wing includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variation in temperature of more than 10°C and which

do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- 12.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in material used, in the structure but of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13.0 FORMATION OF ORGANISATION OF APARTMENT HOLDERS: -

- 13.1 The Allottee along with other allottee(s) s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society 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, charges or modification 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.
- 13.2 The Promoter shall, immediately upon receipt of Occupancy Certificate, make all the formalities for registration of the Society or Association or Limited Company, as aforesaid.
- 13.3 It is made clear to and also consented by the Party of Second Part that land area of “Siddhivinayak Riddhima” is shown only for purpose of convenience. The Party of First Part and Party of Second Part or Association of flat Allottee/s of “Siddhivinayak Riddhima” shall not be entitled to fence the land area of “Siddhivinayak Riddhima” and the Party of the First Part, its nominees and also all the residents of all the buildings in “Siddhivinayak Mahima”, “Siddhivinayak Pratima”, “Siddhivinayak Garima” and any other projects being constructed or to be constructed in future in adjacent land parcels shall have right to use all driveways, paths, common facility lines, marginal areas etc. of the project “Siddhivinayak Riddhima”.
- 13.4 It is hereby made clear that the Party of the First Part, its nominees, shall be entitled to use and allow to use the facilities and marginal open area, side margins as an access for another building. The Party of the First Part has allowed access to landowners / Allottee/s of adjacent land of “Siddhivinayak Mahima”, “Siddhivinayak Pratima”, “Siddhivinayak Garima” and any other adjacent projects being constructed or to be constructed in future, from the land of “Siddhivinayak Riddhima” and the Party of the Second Part herein and the Association in which he/she/they will become a member shall not be entitled to object the said use by the Party of the First Part or its nominee/s or assignee/s and the flat or the property shall be conveyed subject to the said right of the Party of the First Part.
- 13.5 There are internal roads, Street Lights and other common amenities, which require upkeep and maintenance and hence the proposed Co-operative Housing Society / Association / Company to be formed by all the owners of

“Siddhivinayak Riddhima” shall join a Confederation of Co-operative Housing Society / Association / Company with adjacent Co-operative Housing Society / Association / Company as and when formed, without any let or hindrance.

14.0 PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC: -

- 14.1 The Purchaser/s/ALLOTTEE herein is well aware that, presently the **Goods and Service Tax i.e. GST** is imposed on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments and as per the aforesaid act responsibility to pay the aforesaid tax from time to time, hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as become applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit/pay the same to the Government.
- 14.2 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), or any other Tax, is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 14.3 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 concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s until the Society or Limited Company is formed and the said structure of the building/s or wings 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.

Particulars	Amount (Rs.)
Maintenance Charges for 18 months	For 1 BHK-3000/- Per month For 2 BHK-3600/- Per month

The above list is illustrative/indicative and based on existing rates and circumstances, in case, there is change of circumstances at the time of possession, the above rates shall be subjected to increase/change.

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing 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.

- 14.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason the Allottee fails to make the payment to the Promoter then in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.
- 14.5 That the allottee/s are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form like Ground Water from Bore-Well.

15.0 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -

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

- a) 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;
- b) 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;
- c) 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;
- d) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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 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/wing and common areas;

- f) 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;
- g) 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- h) 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;
- i) At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- j) 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;
- k) 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

16. COVENANTS AS TO USE OF SAID APARTMENT: -

- 16.1 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 for the said Apartment and also the said project in which the said Apartment is situated.
- a. To maintain the Apartment at the Allottee/s own cost in good and tenantable 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.
 - b. 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.

- c. 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 concerned local 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 concerned local authority and/or other public authority.
- d. 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, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e. 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.
- f. 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.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public 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.
- i. 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.
- j. 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 concerned local 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 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.

- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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.
- l. 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 or any part thereof to view and examine the state and condition thereof.
- m. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or nonperformance of such obligations given specifically herein to the allottee.
- n. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the as agreed mutually.
- o. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.
- p. That the parking spaces allocated to the allottee/s shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 3.00 tonnes and not more than 2.00 mtr height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

17. NAME OF THE PROJECT/BUILDING/S / WING/S: -

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project: **“SIDDHIVINAYAK RIDDHIMA”** and building will be denoted by letters or name as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

18. ENTIRE AGREEMENT AND RIGHT TO AMEND: -

This Agreement, along with its schedules, 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. This agreement may only be amended through written consent of the Parties

19. SEPARATE ACCOUNT FOR SUMS RECEIVED: -

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

20. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES: -

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee/s (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottee/s from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately).

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

22. REGISTRATION OF THIS AGREEMENT: -

The Allottee shall pay the Stamp Duty and the Allottee, herein shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter's will attend such office and admit execution thereof, on receiving the written information.

23. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES: -

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e. organisation as may be formed in which the Allottee/s will be the member.

24. WAIVER NOT A LIMITATION TO ENFORCE: -

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. 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.

26. PLACE OF EXECUTION: -

The execution of this Agreement shall be completed 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.

27. NOTICES: -

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 at their respective addresses specified below:

Name of Allottee : - _____

Allottee Address : - _____

Email ID _ : - _____

Name of Promoter: - **M/S. SIDDHIVINAYAK HOMES**

Promoter Address: - **PLOT NO.-35, SECTOR-5, OPP. GANESH MANDIR, KHARGHAR, NAVI MUMBAI – 410210**

Email ID: - **info@siddhivinayakhomes.co.in**

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.

28. JOINT ALLOTTEES: -

That in case there are Joint Allottee/s, they shall be considered as joint and severable allottee/s for the purpose of these clauses in the agreement and 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 Allottee/s.

29. 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.

30. OTHER POINTS: -

30.1 All Covered Parking Spaces in the BUILDING will belong to and owned by the PROMOTERS only and the PROMOTERS will have the sole and exclusive right and authority to allot/allocate such STILT PARKING SPACES to any person or party to whom the FLAT/APARTMENT in the said BUILDING is agreed to be sold on such terms and conditions as the PROMOTERS may deem proper and the ALLOTTEE/S will have no objection to the same and the ALLOTTEE/S doth/do hereby consent to what is stated above. It is specifically agreed that the CO-OPERATIVE SOCIETY or other organization, shall confirm the parking's allotted by the PROMOTERS to the ALLOTTEE/S as well as other ALLOTTEE/S. The ALLOTTEE/S and the CO-OPERATIVE SOCIETY or other organization, shall not be entitled to question or take any objection for such allotment or allocation of the stilt/open parking spaces made by the PROMOTERS to the ALLOTTEE/S herein as well as other ALLOTTEE/S.

30.2 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the Said Premises only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Price to the Promoters strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units/shops, car parking, portion or portions of the said

Buildings etc. including recreation ground, internal roads, recreational facilities such as gardens, children's play area etc. shall always be the sole and absolute property of the Promoters. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoters to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off the said Property and/or said Buildings and/or all other unsold flats/units/shops and car parks and portion or portions of the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as children play area, gardens as provided in plan, in the manner deemed fit by the Promoters without any consent or concurrence of the Allottee/s or any other person. The Allottee/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various premises in the said Buildings alongwith the Users / Occupiers of other premises / developments on the said Property.

- 30.3 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/units/shops, car parking spaces, portion or portions of the said Building etc. including common areas such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as children's play area, gardens as provided in the plan, etc shall at all times be and remain the absolute property of the Promoters and the Promoters may if it so desires, become member of the Organizations in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Organizations shall object to or dispute the same. On the Promoters intimating to the Organizations, the name or names of the Allottee/s or acquirer/s of such unsold flats, shops, premises, etc., the Organizations shall forthwith accept and admit such Allottee/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoters from such Allottee/s towards development charges. Legal charges etc. as mentioned in Agreement herein. The Promoters shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoters occupy or permit occupation of any flat, such occupant/s or Promoters as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoters shall not be liable to take any permission/consent of the Organization/Apex Body.
- 30.4 It is however agreed that the Promoters shall have complete discretion and/or option either to execute Deed of Lease or Deed of Conveyance of the Buildings and the said Property in favour of the Body/Organization. Further the Promoter shall execute such Deed of Lease or Deed of Conveyance only after the Promoters have;

- (i) utilized, consumed, loaded etc. entire Floor Space Index (“FSI”), potential, yield of the said entire Larger Property and /or Transferable Development Rights (“TDR”);
- (ii) completed the construction of the Buildings and all other buildings on the said developable Property;
- (iii) received all the amounts from the Allottee/s including the Total Sale Price from the Allottee/s hereof;
- (iv) completed the development of “SIDDHIVINAYAK RIDDHIMA” in all aspect/s and also development of the entire said developable Property;

and till then, the Promoters shall not be bound, liable, required and/or called upon to form any such organization, and shall not be required to caused to execute any document in favour of the said Organization and the Allottee/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

- 30.5 It is expressly and specifically clarified, agreed, understood and confirmed that considering the overall development of the said Larger Property, the Promoters shall at its discretion be entitled to form such number of Society’s/Condominium/Company and/or its respective independent association/committee for the purpose of management and administrative convenience.
- 30.6 The Allottee/s shall at no time demand partition of the said Buildings and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- 30.7 The Allottee/s hereby agree/s, confirm/s and consent/s that the Promoters shall be entitled to re-design/relocate the said Buildings or any of them or the recreation area or internal road and passages including the reservations mentioned in Recital G above and such other area or areas and further confirms not to raise any objection in this regard. The Allottee/s further agree/s, confirm/s and consent/s that till the entire project as per layout sanctioned by the Appropriate Authority and as amended from time to time of the said Buildings is completed and the F.S.I (by whatever name called including TDR) available on the said Property/Larger Property, is fully utilized by the Promoters and the amount or amounts receivable by the Promoters and all the obligations required to be observed by the Allottee/s herein are fulfilled and/or the obligations to be observed by other Allottee/s of premises are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form the Organizations/Apex Body and the Allottee/s agrees and irrevocably consents not to raise any demand or dispute or objection of whatsoever nature in that regards. The Allottee/s doth hereby expressly waive in writing to raise any objection for the amendment of the building plans and/or constructing of the additional floors or wings, to use and consume the balance FSI/TDR in respect of the said Larger Property.
- 30.8 In the event of Promoters permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Allottee/s, Wing-wise or Phase wise, as the Promoters may in their sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will

not demand formation and registration of any Society, Limited Company and shall not take charge or demand administration of the said Buildings, till the said Buildings are duly completed by the Promoters and till entire F.S.I. including TDR consumption benefits available in respect of the said Larger Property/said Property is duly utilised by the Promoters and all the Allottee/s of premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the flats with the Promoters as contained herein without any delay or default. The Allottee/s further confirms that any such proposed Society, Limited Company or Adhoc Committee shall be subject to over all paramount rights of control and management by the Promoters alone.

- 30.9 All costs, charges and expenses incurred in connection with the formation of the said Organizations/Apex Body as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters and by the Allottee/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Allottee/s and the said Organizations/Apex Body as aforesaid and/or proportionately by all the holders of the flats etc., in the said Buildings. The Promoters shall not be liable to contribute anything towards such expenses.
- 30.10 It is agreed that one month prior to the execution of agreements/documents in favour of the said Organization/Apex Body, the Allottee/s shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of Lease or conveyance in respect of the said Buildings and the said Property in favour of Organization. The Allottee/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 30.11 The Allottee/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters or the said Apex Body/Organization may require for safeguarding the interest of the Promoters and/or the Allottee/s and other Allottee/s in the said Property.
- A. It is agreed between the Promoters and the Allottee/s that the Promoters shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner as the Promoters may desire. The Promoters are retaining unto themselves full rights for the purpose of providing ingress or egress to the Allottee/s from the said Property in the manner deemed fit by the Promoters and the Allottee/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- B. It is agreed between the Promoters and the Allottee/s that the Promoters shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by the Appropriate Authority in respect of the said Property/ Larger Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoters may desire. It is further agreed that the Promoters in its absolute discretion shall be entitled to locate or provide in the said Building on the said Property any additional floor or floors and use the

same for such purpose or purposes as the Promoters may desire without reference or recourse to the Allottee/s or the said Organizations or Apex Body at the discretion/option of the Promoters time to time.

- C. The Allottee/s hereby expressly consents to the Promoters re-design the said Buildings or increase in number of floors, adding more building or buildings or the recreation area or realigning any internal road, common area, children's play area, recreation area and passages and such other area or areas as the Promoters may desire to realign and re-design and if the said Buildings in which the Allottee/s has/have agreed to acquire the premises is completed earlier than other building/s structures, then the Allottee/s confirms that the Promoters will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property/said Larger Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoters, and all the premises etc. are sold, and the amount or amounts receivable by the Promoters is/are duly received by the Promoters and all the obligations required to be carried out by the Allottee/s herein and the Allottee/s of premises are fulfilled by them, the Promoters shall not be bound and shall not be called upon or required to form any such said Organizations/Apex Body as the case may be and the Allottee/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.
- D. It is agreed, confirmed and covenanted by the Allottee/s that the Promoters shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Buildings and/or the said Property and/or the said Larger Property and/or get the said Property/said Larger Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Allottee/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Allottee/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property/said Larger Property or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Buildings and that the Allottee/s and/or the said Organizations and/or Apex Body shall not be entitled to put up any further or additional construction on the Buildings exceeding the FSI consumed therein at the time of lease or conveyance to be executed in favour of Apex Body or for any reason whatsoever.
- 30.12 It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the **Third Schedule** hereunder written and the Allottee/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
- 30.13 It is agreed that the said Flat shall be of R.C.C. structure with normal brick/Fly Ash Blocks/AAC Blocks with cement plaster only. The Allottee/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoters shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Buildings /said Property. Further, though the Promoters have proposed to provide certain facilities such as Children's Play Area, Gardens as provided in the plan. The Promoters have the right to add, alter, amend and/or delete any or all of the above facilities without being liable to the Allottee/s in any manner whatsoever.

30.14 (A). The Allottee/s by himself/herself/themselves with intention to bind all persons into whose hands the Said Premises and other premises may hereinafter come, even after said Buildings and said Property is conveyed or leased in favour of the said Apex Body, is executed, hereby covenant/s with the Promoters as follows:

- (i) Not to do or suffer to be done anything in or to the said Buildings, Said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the Said Premises itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Allottee/s is permitted to use the Said Premises. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- (ii) Not to store anything in the refuge floor nor store any goods in the Said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Buildings or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Buildings and in case any damage is caused to the said Buildings on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Buildings.
- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Buildings and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the Said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other

structural members in the said Flat without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Buildings or do any act to affect the F.S.I potential of the said Property/ said Larger property.

- (vi) (a) Not to affix any fixtures or grills on the exterior of the said Buildings for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Allottee/s from the Promoters and the Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoters. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall, on each such occasion, pay to the Promoters a penalty of Rs. 10,000/- (Rupees Ten Thousand only).

(b) The aforesaid penalty/ies shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fails to pay the penalty and rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoters at his/her/their own cost, then the Promoters through its agents, shall have a right to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.

- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Buildings or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

- (viii) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 14.4 above and pay within 10 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Buildings.

- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the

prior written consent of the Promoters / organizations of respective tower out of the Buildings/ Apex Body. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein.

- (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said Organization / Apex Body, for the purpose of maintenance and up-keep of the said Buildings and in connection with any interior / civil works that the Allottee/s may carry out in the said Flat.
- (xii) Shall not violate and shall observe and perform all the rules and regulations which the said Organizations/Apex Body may have 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 Buildings and the premises therein 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Organizations regarding the occupation and use of the said Flat in the said Buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Buildings which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Buildings and the Allottee/s shall not hold the Promoters so liable;
- (xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Buildings.
- (xv) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Said Premises and keep the same unenclosed at all time. The Promoters shall have the right to inspect the Said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also

to recover costs incurred for such demolition and reinstatement of the Said Premises to its original state.

- (xvi) Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Buildings such as passage, lobby, stair case and / or any part of the said Property.

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Allottee/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions consequences as mentioned in Clauses herein, shall follow of the Total Sale Price in respect of the Said Premises shall stand forfeited and the Promoters shall be entitled to deduct from the payments made by the Allottee/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Total Sale Price to the Allottee/s, however if such payments are inadequate, the Promoters shall be entitled to recover further amounts from the Allottee/s to compensate for the damage so caused and the Allottee/s hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Allottee/s shall not dispute the decision of the Promoters in this regard.

- (B). In addition to the aforesaid conditions, the Allottee/s further binds himself/herself/themselves in respect of the Said Premises and covenants as under:

- (i) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the Said Premises, said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. Further the Allottee/s shall not keep pets and/or domesticated animals in or upon the Said Premises, the said Buildings or the said Property or any part thereof.
- (ii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Said Premises and/or the said Buildings nor litter or permit any littering in the common areas in or around the Said Premises and/or the said Buildings and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Said Premises and/or the said Buildings to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities.

- (iii) Shall not do either by himself/itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the said Buildings or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Buildings. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Buildings.
- (iv) Shall not display at any place in the said Buildings any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Buildings or common area therein or in any other place or on the window, doors and corridors of the said Buildings.
- (v) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Buildings or the exterior wall of the Said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;
- (vi) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters;
- (vii) Shall cause the Apex Body to paint the said Buildings at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Apex Body.

30.15 The Promoters shall have irrevocable, unconditional and unfettered right and be entitled to and the Allottee/s shall permit the Promoters and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.

30.16 The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Property, such decision shall be final and binding until the agreement in respect of the said Buildings is executed in favour of the Apex Body. Thereafter, the Apex Body will undertake to maintain said Buildings and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Apex Body shall create and maintain a Sinking Fund for the purpose of such maintenance and if the Apex Body commits default, the Promoters shall have a right to rectify the default and recover the expenses from the Apex Body of the Purchaser/allottee.

30.17 The Allottee/s shall, with prior 24 (twenty four) hours intimation, permit the Promoters and their surveyors and agents with or without workmen and others

at reasonable times to enter into and upon the Said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Buildings and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Buildings in respect whereof, the Allottee/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

- 30.18 It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the said Buildings or buildings including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Buildings or on the said Property as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the said Buildings and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Allottee/s agrees not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/said Organization shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters.
- 30.19 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 30.20 The Allottee/s agree/s and acknowledge/s that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoters are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.
- 30.21 The Allottee/s hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Allottee/s and the Allottee/s has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting,

as the Promoters may deem fit and proper, without any prior notice/intimation in any form to the Allottee/s.

- 30.22 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters.
- 30.23 As stated herein, the Allottee/s shall not, without the prior written consent of the Promoters, sell, transfer, mortgage, create charge etc. or otherwise deal with or dispose off the Said Premises or any part thereof. Such consent / refusal shall be at the sole discretion of the Promoters.
- 30.24 The Allottee/s hereby grant/s his/her/their Irrevocable consent to the Promoters mortgaging the said Property/Larger along with the said Building being constructed thereon, to enable the Promoters to augment the funds for the development of the said Property/Larger Property. The Promoters shall clear the mortgage debt in all respects before the execution of the conveyance or lease of the said Property in favour of the Organisation in the manner provided in this Agreement.
- 30.25 The Allottee/s hereby expressly agrees and covenants with the Promoters that in the event of the said Buildings on the said Property being not ready for use and in the event of the Promoters offering occupation of the Said Premises to the Allottee/s then and in that event the Allottee/s shall not have any objection to the Promoters completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Allottee/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoters on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoters shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Allottee/s hereby consents to the same time being under any law as applicable.
- 30.26 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoters giving any no objection/permission for mortgaging the Said Premises or creating any charge or lien on the Said Premises and notwithstanding the mortgages/charges/lien of or on the Said Premises, the Promoters shall have first and exclusive charge on the Said Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoters under this Agreement or otherwise.
- 30.27 The Allottee/s hereby nominates _____, residing at having his/her/their address at _____ who is _____ of the Allottee/s as his/her/their nominee in respect of the Said Premises. On the death of Allottee/s, the said

_____ (“the said Nominee”) shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee/s (only if such substitution has/have been intimated to the Promoters in writing) and deal with him or her in all matters pertaining to the Said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoters as may be necessary and required by the Promoters.

30.28 The Allottee/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said property\developable land)

*ALL THAT piece or parcel of land known as **SURVEY NO. 1/1/7, 1/8/B and 1/9 in Village: Koyनावे, TAL – PANVEL, DIST – RAIGAD** totally, admeasuring 10055.00 sq. metres or thereabouts (TALUKA AND REGISTRATION SUB-DISTRICT PANVEL, DISTRICT AND REGISTRATION DISTRICT RAIGAD). The said Land is bounded as follows:*

ON OR TOWARDS THE NORTH : BY LAND OF SURVEY NO- 1/8/A, 1/1/4 & 1/7
ON OR TOWARDS THE SOUTH : BY LAND OF SURVEY NO- 2/1, 1/11 & 1/10
ON OR TOWARDS THE EAST : BY LAND OF SURVEY NO- 1/6/10 to 1/6/13
ON OR TOWARDS THE WEST : LAND OF SURVEY NO- 1/1/6

THE SECOND SCHEDULE OF FLAT ABOVE REFERRED TO

ALL THAT PREMISES, being **FLAT No. _____** admeasuring **_____sq. mtrs. of Carpet area**, on the **_____FLOOR**, in the Wing- **_____** of Building no - **_____** in the project named as **“SIDDHIVINAYAK RIDDHIMA”**, being constructed on the Land of land referred to in the **SECOND SCHEDULE** above written, together with the amenities and all common facilities as provided therein and/or appurtenances thereto, as shown in the **FLOOR PLAN** thereof hereto annexed.

(All the areas mentioned herein are indicative and are approximate areas and that the ALLOTTEE/S herein has/have agreed to buy the said FLAT as a whole and not on the basis of the said indicative area) The said project consists of 7 buildings consisting of **STILT FLOOR** and **FOUR UPPER FLOORS**.

The **FLAT PREMISES** said is bounded as follows: -

ON OR TOWARDS THE NORTH : _____

ON OR TOWARDS THE SOUTH : _____

ON OR TOWARDS THE EAST : _____

ON OR TOWARDS THE WEST : _____

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of the common areas)

1. D.G. set provision for emergency power to lift and common lobbies.
2. Lift in all Buildings
3. Street Lighting
4. Underground Tank & Overhead Tank

(Description of Amenities in the said Flat)

1. R.C.C framed structure founded on open foundation/Piling Foundation
2. 6” Solid Fly Ash, Gypsum Blocks / 6” Red Bricks walls externally and 4” thick Fly Ash, Gypsum Blocks / 4” Red Bricks internal partition walls.
3. Sand faced cement plaster for external surfaces and Gypsum finished cement plaster for internal surface.
4. Main entrance doors shall be of solid wood flush door with both side laminates with locks, and wooden frames of adequate section.
5. All internal doors shall be solid wooden flush doors with both side laminates having wooden frames of adequate section.
6. Color glazed Designer tiles of reputed make in Bathroom and W.C.
7. Vitrified Flooring Tiles of minimum size 600mm by 600 mm of Reputed make with tile skirting in all rooms.
8. Raised cooking platform made out of Marble and Granite stones of adequate size with built in sink of reputed make with wall tiles up to 5’ above the platform.
9. All internal plumbing and sanitary work to be of conceal type as per the requirements.

10. Adequate Light Points / Plug points with all electrical wiring to be of conceal type system having copper wires, with modular type switches and sockets of Anchor/Roma Brand.
11. GYPSUM finished wall with Plastic/Luster emulsion and two coats of water proof paint externally, wooden work, Frames being oil painted.

SIGNED SEALED AND DELIVERED by the
Within named “**PROMOTERS**”
M/S. SIDDHIVINAYAK HOMES
by the hands of its authorized signatory

)
)
)
)

MR. GAURAV P. AGRAWAL

)

PROMOTERS

IN THE PRESENCE OF

)

1) _____

)

(SHRI _____)

)

2) _____

)

(SHRI _____)

)

SIGNED AND DELIVERED BY THE
WITHIN NAMED “**ALLOTTEE/S**”

)
)

1) _____

)

(**PAN NO.** _____)

)

ALLOTTEE/S

2) _____

)

(**PAN NO.** _____)

)

ALLOTTEE/S

IN THE PRESENCE OF

)

1) _____

)

(SHRI _____)

)

2) _____

)

(SHRI _____)

)