

AGREEMENT FOR SALE

(In respect of Residential Apartments / Commercial Units on Ownership Basis in the under construction Complex known as “**SIDDHIVINAYAK UTOPIA**” being constructed on the plot of land bearing Plot No. 191, admeasuring 5099.29 Sq. Mts., at Sector – 20 in Ulwe Node, Navi Mumbai)

THIS AGREEMENT FOR SALE IS MADE AND ENTERED INTO AT PANVEL ON THIS _____ DAY OF THE MONTH _____ IN THE CHRISTIAN YEAR TWO THOUSAND AND _____.

BETWEEN:

M/S SIDDHIVINAYAK BUILTHOME SPECIALITIES PVT. LTD., a Company duly incorporated under the provisions of the Indian Companies Act having its registered address at 102, Lakhani's Landmark, Plot No. 19, Sector – 19, Panvel – Matheran Road, New Panvel (E), District Raigad – 410 206, through its Director **Mr. Vaibhav Purushottam Agrawal**, Aged: 36 Years, who has been duly authorized vide the Board Resolution dated 30th April 2013 to do all such acts, deeds and things and to represent, sign, execute and deliver all the deeds and documents on behalf of the Company, hereinafter referred to as “**The Promoters**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its present and future directors so appointed from time to time, its administrators and assigns) of the **FIRST PART**;

AND

1) **MR. / MRS. / M/s** _____ Aged: _____
Occupation: _____ Having address at _____

AND

2) **MR. / MRS. / M/s** _____ Aged: _____
Occupation: _____ Having address at _____

“**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 THE PROMOTER is a company incorporated under the provisions of the Indian Companies Act, 1956, and carrying on its business as Builders and Developers in and around the vicinity of the Twin City of Navi Mumbai and other parts of District Raigad.

AND WHEREAS the Government of Maharashtra acquired various agricultural and other lands in the District of Raigad and Thane for the development of the twin city of Navi Mumbai under the provisions of the Land Acquisition Act and vested the said lands in City and Industrial Development Corporation (Maharashtra) Ltd. (hereinafter referred to as “**CIDCO Ltd.**”), a Company incorporated by the State Government under the provisions of the Indian Companies Act, 1956, under Section 113 of the Maharashtra Regional and Town Planning Act, 1966, as the New Town Planning/ Development Authority for Navi Mumbai.

AND WHEREAS under the said acquisition, the agricultural and other lands of (1) Mr. Waman Gana Chirlekar (2) Mr. Joma Mahadu Tandel (3) Mr. Posu Mahadu Tandel (4) Mr. Gajanan Pandurang Patil (5) Mr. Mahadev Pandurang Patil (6) Mrs. Neerabai Mahadev Bhoir (7) Mr. Sharad Gopal Deshmukh (hereinafter referred to as “**Project Affected Persons / PAP**” for the sake of brevity and convenience) came to be acquired by the State Government and vested the said Lands with CIDCO Ltd. for the development of Navi Mumbai.

AND WHEREAS the Government of Maharashtra, through the Ministry of Urban Land Development, by its two resolutions being LQN / 1985 / 1710 / CR – 217 / 85 / NAVI – 10 dated 06/03/1990 & CAD / 1094 / 2094 / PRAK –

287/NAVI-10 dated 28/10/1994 resolved to compensate the Land Owners, whose lands were acquired for the development of Navi Mumbai, being the **“Project Affected Persons (PAP)”** by granting to them 12.5% of Developed Plots (hereinafter referred to as **“the 12.5% GE scheme”**) out of the total land acquired from such PAP by granting them the same on Lease for a period of 60 Years including the privilege and right to further transfer and / or assign the same subject to other terms and conditions as formulated by CIDCO Ltd.

AND WHEREAS under the aforesaid 12.5% GE Scheme, CIDCO Ltd. by an Agreement to Lease dated 14/07/2008 made and entered into between the Corporation and the aforementioned Mr. Waman Gana Chirlekar & 6 others persons, agreed to allot to them a developed plot of land being **PLOT NO. 191, admeasuring 5099.29 Sq. Mts., situated in SECTOR 20 of ULWE NODE, Navi Mumbai**, (more particularly set out and described in the **‘FIRST SCHEDULE’** written hereunder) on Lease for a period of 60 (Sixty) Years and handed over the possession thereof on the terms and conditions as stipulated therein.

AND WHEREAS as per the terms and conditions of the Agreement to Lease dated 14th July, 2008, and other regulations of CIDCO Ltd., the PAP's were required to carry out development by construction on the said allotted plot within a stipulated time frame, however, due to paucity of funds, lack of knowledge and expertise of development and construction and other such reasons, they were unable to abide by the said terms and conditions of CIDCO Ltd. under the Agreement to Lease. As such the aforementioned 7 persons have by virtue of a Registered Tripartite Agreement dated 14th August, 2008, made and entered into between them as the Original licensees, the CIDCO Ltd. as the licensor and the Promoters as the New Licensee, the said WAMAN GANA CHIRLEKAR & 6 OTHERS have relinquished, given up, released and transferred all their claims, rights, title, benefits and interests of their leasehold rights derived by them under the said Agreement to Lease dated 14th July, 2008, in respect of the aforementioned Plot in favour of the Promoters absolutely and forever for valuable consideration received by them. In accordance to and in pursuance with the said Registered Tripartite Agreement dated 14th August, 2008, CIDCO Ltd. have issued its Final Order dated 14th of August, 2008, confirming the Promoters M/S SIDDHIVINAYAK BUILTHOME SPECIALITIES PVT LTD. as the New Licensees in respect of the said Plot being **PLOT NO. 191, admeasuring 5099.29 Sq. Mts., situated in SECTOR 20 of ULWE NODE, Navi Mumbai**, (more particularly set out and described in the **‘FIRST SCHEDULE’** written hereunder), AND the copy of the said Final Order dated 14th August 2008 is Annexed hereto as **“ANNEXURE A”**.

AND WHEREAS by virtue of the said Registered Tripartite Agreement dated 14th August, 2008, the Promoters have become the New Licensees to acquire exclusive leasehold rights in respect of the aforementioned plot of land being **PLOT NO. 191, admeasuring 5099.29 Sq. Mts., situated in SECTOR 20 of ULWE NODE, Navi Mumbai**, (more particularly set out and described in the **‘FIRST SCHEDULE’** written hereunder and hereinafter referred to as **“THE SAID PLOT”**.) and are thus seized and / or possessed and / or otherwise fully and sufficiently entitled to hold all the rights, title and interests in the said plot agreed to be granted on lease to them for a term of 60 (Sixty) Years.

AND WHEREAS the Promoters propose to construct a Complex consisting of Three buildings under their project named and marketed as **“SIDDHIVINAYAK UTOPIA”** (hereinafter referred to as **“the said Complex”**) consisting of Residential Apartments and Commercial units on the said plot being **PLOT NO. 191, admeasuring 5099.29 Sq. Mts., situated in SECTOR 20 of ULWE NODE, Navi Mumbai**, (more particularly set out and described in the **‘FIRST SCHEDULE’** written hereunder). The said complex SIDDHIVINAYAK UTOPIA consists of **BUILDING WING – ‘A’, BUILDING WING – ‘B’ AND BUILDING WING – ‘C’**, each consisting of Ground Plus Thirteen upper Floors, of which the Ground Floor consists of Parking space & Commercial Units such as Shops & Galas, the First Floor consists of Parking Space, the Second (Podium) Floor consists of facilities provided to the residents / owners for recreational purposes and the Eleven upper Floors consisting of Residential Apartments of 2 BHK & 3 BHK respectively to be sold to prospective purchasers. The Building Wing ‘A’ and Building Wing ‘B’ though share a common wall in between but for all purposes are and be construed to be separate structures having independent access and entrances for all purposes. The Building Wing ‘C’ is separate and independent of the Building Wing ‘A’ and Building Wing ‘B’ having separate independent access and entrance. The Promoter has got approved from CIDCO Ltd., being the concerned Local authority, the plans, the specifications, elevations, sections and other details of the said Three Buildings. The copy of the floor plate of the approved sanctioned layout plans, designs and specifications of all the Three Buildings proposed to be constructed in the said complex is annexed hereto as **“ANNEXURE B”**, and forms a part and parcel of this deed.

AND WHEREAS while sanctioning the said Plans, CIDCO Ltd. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said plot of land and the said buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by the said authorities.

AND WHEREAS, CIDCO Ltd. through the Additional Town Planning Officer (BP) (Navi Mumbai & Khopta) has issued the Development Permission & Commencement Certificate vide the letter dated 01st March, 2013, bearing Reference No. CIDCO/BP-8336/ATPO(NM&K)/2013/326, a photocopy whereof is annexed to as **“ANNEXURE C”** and forms a part and parcel of this deed, thereby granting permission to the Promoters for carrying out development and construction of the aforesaid complex on the said plot being **PLOT NO. 191, admeasuring 5099.29 Sq. Mts., situated in SECTOR 20 of ULWE NODE, Navi Mumbai**, (more particularly set out and described in the **‘FIRST SCHEDULE’** written hereunder).

AND WHEREAS pursuant to the aforesaid Development Permission and Commencement Certificate, the Promoters have completed the construction of Building Wing ‘A’ and Building Wing ‘B’ of the said complex SIDDHIVINAYAK UTOPIA and the Construction of Building Wing ‘C’ is also commenced by the Promoters.

AND WHEREAS the Promoters have begun their process of accepting bookings from prospective purchasers for the sale of Apartments and commercial units on Ownership Basis in the Building Wing ‘A’, Building Wing ‘B’ and Building Wing ‘C’ of the said Complex SIDDHIVINAYAK UTOPIA and are as such desirous of executing and entering into

Agreements for Sale with such prospective purchasers as contemplated under the provisions of the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as “**the said Act**”).

AND WHEREAS the Allottee/s applied to the Promoters for allotment of a Apartment / Commercial Shop / Unit, bearing **Apartment / Commercial Shop / Unit No.** _____ on the _____ Floor, admeasuring Carpet Area of _____ sq-metres in Building/ Wing _____, the details whereof are given as hereinafter appearing and more specifically set out and described in the “**SECOND SCHEDULE**” hereunder written, and the Promoters have agreed to Sell the same for the lumpsum consideration of Rs. _____/-
(**RUPEES** _____

_____ **ONLY**). The said price is excluding the amount of transfer fees of CIDCO Ltd and / or premium or any such fees or charges, demanded by the concerned Authorities, the Stamp duty, Registration fees required to be paid for registration of this agreement in respect of the said apartment/ shop and any other amount/tax/cess/duty levied now or in future.

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.

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.

AND WHEREAS, 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.

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.

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.

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.

AND WHEREAS, the Promoters, have informed the Allottee's that the Wing C to be constructed shall be the Part of the entire complex consisting of Wing A, Wing B and Wing C and that the common amenities such as Garden, Swimming Pool, etc shall be shared by all the allottees of Wing A, Wing B and Wing C. The Promoters reserve their exclusive right to construct the additional Building or structure or Floors, if any permissible, and/or as may be envisaged under their sanctioned Scheme or project by virtue of the approved sanctioned plans in respect of the said project or upon the completion thereof or subsequent to the formation of the Cooperative Society or Company as the case may be of the Purchasers of the premises of the said BUILDINGS WINGS "A" & "B" & "C" on the terms stipulated hereinafter.

AND WHEREAS the Promoters intend that the various acquirers of Apartment/shop and other premises in the said "**SIDDHIVINAYAK UTOPIA**" would form themselves into a Co-Operative Housing Society and/or Company as the case may be and would take over the said plot together with all the three buildings standing thereon consisting of Building Wings "A", "B", & "C", as aforementioned in accordance with the provision hereinafter appearing.

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.

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.

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.

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;

And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit/apartment/shop is transferred to the them.

AND WHEREAS the Promoters and the Allottee/s are thus desirous of reducing their terms of sale and purchase of the Residential Apartment / Commercial Unit / Shop on Ownership Basis on the terms and conditions as stipulated hereunder:

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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 **CONSIDERATION OF THE SAID APPARTMENT/APPARTMENT:**
 - 2.1.1 The Promoters shall construct the Buildings on the said Plot to be known as **“SIDDHIVINAYAK UTOPIA”** consisting of **THREE WINGS OF GROUND FLOOR, FIRST (PARKING) FLOOR, SECOND (PODIUM) FLOOR, AND 11 UPPER FLOORS** on the said plot, namely, **PLOT NO. 191, admeasuring 5099.29 sq. meters, situate at SECTOR 20, ULWE, NAVI MUMBAI** (more particularly described in the **“FIRST SCHEDULE”** hereunder written) 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.
 - 2.1.2 The Promoters shall, for all the times in future, be entitled to use and/or consume the balance F.S.I. in respect of the said plot (more particularly described in the **“FIRST SCHEDULE”** hereunder written) and shall also be entitled to transfer, sale, deliver, convey the balance F.S.I. or other benefits and / or advantages of any nature whatsoever in respect of the said plot in such manner and in such duration as the Promoters in their absolute discretion shall think fit and proper. The Allottee/s agrees that he / she / they shall not take any objection in regard thereto and / or has / have given his / her / their irrevocable consent to the Promoters and the same shall always be deemed to have been given to the Promoters. The Allottee/s shall not take any objection, on the ground of nuisance, noise, annoyance, and / or claim any right of easement and / or any right in the nature of easement and / or obstruction of light, air, ventilation, and / or on any other ground of any nature whatsoever and / or shall not directly or indirectly do anything so as to prevent the Promoters and / or any of their nominees or transferees from developing and / or carrying out construction on the said plot while utilizing the said sanctioned and / or the balance F.S.I. and / or any additional F.S.I., if sanctioned by the CIDCO Ltd. and / or any other concerned authority in future.
 - 2.1.3 The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said plot or any part thereof at present and for all the times in future and shall always be entitled to utilize and dispose of in their own right, any

balance F.S.I. or any increased F.S.I. even after a Lease Deed is caused to be executed by the Promoters in favour of the Co-Operative Housing Society or any other organization which may be formed of the purchasers of the Apartment / shop in the building proposed to be constructed on the said plot. Any such Lease Deed or final instrument, as aforesaid, shall always be subject to the paramount rights of the Promoters herein in respect of the said plot. For the purpose of consuming such F.S.I. and / or balance F.S.I. and / or additional F.S.I., the Promoters shall be entitled to construct any vertical or horizontal extension to the building and / or put up additional floors and / or new or additional structure, as the Promoters or any transferee or any other party who has been granted authority by the Promoters, may think fit and proper and do all such things as may be necessary for this purpose and take complete advantage of transfer or sale of additional and / or balance F.S.I., if available, or granted in future by the concerned Authorities by means of sale or transfer of T.D.R. or by any other means. It is also specifically agreed that any such reference to a Lease Deed or any other final instrument mentioned in these presents, shall always be subject to the aforementioned rights of the Promoters, to be read and construed accordingly.

2.1.4 The Allottee/s has / have agreed to purchase from the Promoters and the Promoters have agreed to allot to the Allottee/s, the said premises being a **Commercial Unit / Residential Apartment no:** _____ on the _____ **Floor**, in the Building Wing _____ admeasuring _____ sq. mtr. of carpet area in the said Complex “**SIDDHIVINAYAK UTOPIA**” for the _____ lumpsum consideration of **Rs.** _____/- (**RUPEES** _____ **ONLY**).

2.1.5 All these areas mentioned herein are indicative and are approximate areas and that the Allottee/s herein agree/s to buy the said Apartment as one residential Apartment as a whole and not on the basis of the said indicative area in the Building Wing _____ of the Complex “**SIDDHIVINAYAK UTOPIA**” (hereinafter referred to as the “**said BUILDING**” and more specifically described in the **SECOND SCHEDULE** hereunder written as shown in the Floor Plan thereof hereto annexed,) as per the statutorily chargeable area as 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.

2.2 **PAYMENT SCHEDULE**

2.2.1 The lumpsum price/ Total Sale Price, as agreed by both the Parties for the said **Apartment/SHOP** is _____ **Rs.** _____/- (**RUPEES** _____ **ONLY**), which shall be paid by the **ALLOTTEE/S** to the Promoters in the following manner: -

Sr. No.	Details	Percentage
1	Before Execution of this Presents	10%
2	Within 15 days from the date of Execution of this Presents	35%
3	On Completion of 1 st Slab	2%
4	On Completion of 2 nd Slab	2%
5	On Completion of 3 rd Slab	2%
6	On Completion of 4 th Slab	2%
7	On Completion of 5 th Slab	2%
8	On Completion of 6 th Slab	2%

9	On Completion of 7 th Slab	2%
10	On Completion of 8 th Slab	2%
11	On Completion of 9 th Slab	2%
12	On Completion of 10 th Slab	2%
13	On Completion of 11 th Slab	2%
14	On Completion of 12 th Slab	2%
15	On Completion of 13 th Slab	2%
16	On Completion of Internal Plaster	5%
17	On Completion of External Plaster	5%
18	On Completion of Flooring	5%
19	On Completion of Internal Painting	5%
20	On Completion of External Painting	5%
21	On or before possession	4%
	TOTAL	100%

- 2.2.2 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.
- 2.2.3 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**. The Promoters will forward to the Allottee/s intimation of the Promoters having carried out the aforesaid work at the address given by the Allottee/s in this agreement by Registered Post Acknowledgement Due or Under Certificate of Posting or **by digital E-mail** and the Allottee/s will be bound to pay the amount of installments within **EIGHT DAYS** from the date of receipt of such intimation. In case of sale of residential Apartment / commercial unit on ready possession, for which the Promoters may have obtained Architects' Virtual Completion Certificate or Occupancy Certificate/Part OC from CIDCO Ltd., the Allottee/s shall make full and final payment within a period of 15 (Fifteen) days from the date of execution of the Agreement along with the proportionate dues which are specifically mentioned in these presents. In case the Allottee/s has / have opted to avail loan from any bank or financial institution or Housing Development Corporation or the employers of the Allottee/s from whom the Promoters may not have the status of Advance Approved Project, in such event, it shall be the responsibility of the Allottee/s to satisfy such terms and conditions with regard to the payment of the entire purchase price mentioned in this agreement within the aforesaid period of 15 (Fifteen) Days.
- 2.3 The Allottee hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the CIDCO Ltd. and / or other concerned authorities at the time of sanctioning the said plans or thereafter and before handing over possession of the said Apartment to the Allottee/s.
- 2.4 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 allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

- 2.5 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. Sidhivinayak Built Home Specialities Pvt. Ltd." A/c No – 08422000000028 with DCB Bank Ltd.** In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the said Apartment, 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. Sidhivinayak Built Home Specialities Pvt. Ltd." A/c No – 08422000000028 with DCB Bank Ltd.** Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Apartment and shall be construed as a breach on the part of the Allottee/s.
- 2.6 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them 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.
- 2.7 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.
- 2.8 The Allottee/s agree/s, undertake/s and covenant/s to make payment of **GST** as may be applicable from time to time.
- 2.9 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 waiver 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, 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 **7648.93 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 that if any floor Space Index is available the same is 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 DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE: -

- 6.1 The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter. 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.
- 6.2 The Allottee/s confirm/s that the Promoters have given to his / her / them full, free and complete inspection and the Allottee/s declare to have taken free and complete inspection of all the documents of title and papers relating to the said plot including the Agreement to Lease and Tripartite Agreement mentioned hereinabove, the sanctioned plans, designs and specifications and of all such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the rules made there under. The Allottee/s confirms/s that he / she / have apprised himself / herself / themselves of the building plans and working drawings and has / have no grievance with regard to the position, size, location, etc. of columns, beams, walls, windows, doors, offsets or any other structural or masonry members.

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 “**LIST OF AMENITIES**” 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.
- 7.2 It is expressly agreed that the said residential Apartment shall contain specifications, fixtures, fittings or similar thereof and amenities as set out in the **LIST OF AMENITIES** hereto annexed and the Allottee/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures and amenities in the said Apartment.

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 apartment by **31st December 2020**, (“**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 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 2020. 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.

- 9.2.1 That the allottees 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.

- 9.3.1 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.
- 9.3.2 The Allottee/s shall have no claim against the Promoters as regards the quality, quantity of building materials used for construction of the said Apartment or of the said building in which the said Apartment is located or the nature of construction or location or the design or specifications of the said Apartment or of the said building. **Provided** always that the Promoters shall not be held responsible or called to pay compensation or damages in respect of any damage caused to the said Apartment or to the said building in which the said Apartment is situated by the natural calamity or by act of god or use of the said Apartment and/or the said building or normal wear and tear or for the reasons beyond control of the promoters.
- 9.3.3 The Allottee/s shall check up all the fixtures and fittings in the said Apartment / Commercial Shop / Unit before taking possession of the said Apartment. Thereafter the Allottee/s shall have no claim against the Promoters in respect of any item or work in the said Apartment / Shop or in the said building or in the said plot which may be alleged not to have been carried out and/or completed and/or

being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

- 9.4 **Failure of Allottee to take Possession of Apartment/Shop:** - 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 allottees 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 installments of sale price 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 2.2.1 of this agreement.

11.0 TERMINATION OF AGREEMENT: -

- 11.1.1 Without prejudice to the right of Promoter to charge interest in terms of Clause no.3 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.
- 11.1.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses of an amount of **Rs. 15,00,000/- (Rupees Fifteen 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 after deduction of the amount as above, 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. 15,00,000/- (Rupees Fifteen 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 stands 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 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects shall be rectified by the Promoter at his own cost. Provided however, that 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 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 Apartment 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 Apartments 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 temperatures 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. The Allottee's shall co-operate with the Promoters to form a Co-Operative Society or any other organization of the purchasers of all the Apartments / shops in the said Building. It shall be the collective responsibility of the purchasers of the Apartments / Commercial Shops / Unit in the said Complex to form a Co-Operative Housing Society and to get the same registered and to comply with all the intermediate procedure. The role of the Promoter in the formation and registration of such society shall be that of a facilitator and no more.
- 13.3 The Promoters at their own option shall form the Co-operative Society or the Limited Company or, as the case may be, the Condominium of Apartment Owners, for the building to be constructed on the said plot.

- 13.4 Until the management of the building is entrusted to the Co – Operative Housing Society or other organization, the Allottee/s shall abide by the rules, regulations and / or the code of conduct prescribed by the PROMOTERS.
- 13.5 The Allottee/s along with other purchasers of Apartments/shops in the said buildings shall join in forming and registering a Co-operative Housing Society or other organization and for this purpose also from time to time sign and execute application for registration and/or membership and other papers and documents necessary for the formation and registration of such Co-Operative Housing Society or other organization and for becoming a member, including the bye-laws of the proposed co-operative housing society and duly fill in, sign and return to the promoters within **SEVEN DAYS** of the same being forwarded by the promoters to the Allottee/s so as to enable the promoters to register the organization of the Allottee/s under provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder. The Allottee/s shall not take any objection if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-Operative Societies or by any other Competent Authority.
- 13.6 It is expressly understood, agreed and unequivocally accepted by the Purchaser of the Apartment/shop that the Promoters have already completed the Construction of Wing A and Wing B and construction of the third building being **BUILDING WING “C”** is presently in progress and that the Promoters shall have the exclusive and sole right to sell the same as the unsold Apartments/shops to any prospective purchasers, which prospective purchasers shall be entitled and shall be accepted / enrolled as member of the Co-Operative Society which shall be formed by the Promoters in due course of time once the requisite numbers of purchasers/members of the **BUILDINGS WINGS “A” & “B”** are required for the formation of the Co-operative Society under the provisions of the Maharashtra Co-Operative Society Act or the Indian Companies Act, as the case may be, AND that such new Purchasers shall become the members of the said society on payment of the requisite prescribed fees.
- 13.7 The Allottee/s agree/s and confirm/s that the Promoters have made full and true disclosure of the nature of their title / rights to the said plot. Upon completion of the development of the said plot in all respects as aforesaid and after utilizing the balance and/or the additional F.S.I., if any, and subject to all other the terms and conditions herein contained, the Promoters shall transfer and / or cause to be transferred to the Co-Operative Housing Society or other organization, the said plot and all the rights, title or interests of the promoters therein along with the **BUILDING WING “A”, “B” & “C”** by causing / executing the lease deed or any other instrument of transfer in favour of the Co-Operative Housing Society or other organization, executed, which shall be in keeping with the terms and provisions of this agreement. The Allottee/s, therefore, specifically agree/s that in no event the Allottee/s along with the purchasers of other premises in the said **BUILDINGS WINGS A & B**, shall claim to get executed the lease deed or any other instrument of transfer in respect of the land and building in favour of the Co-Operative Housing Society or other organization, unless and until the promoters have completed the entire development project under its scheme of development and have utilized the F.S.I. presently available, any balance F.S.I. and / or any additional F.S.I. hat may be sanctioned in future by the concerned authorities.

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 24 months	For 2 BHK-4000/- Per month For 3 BHK-5000/- Per month

The above list is illustrative 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.

15.0 COVENANTS AS TO USE OF SAID APARTMENT: -

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.
- q. That he shall use the said Apartment / Commercial Shop / Unit or any part thereof or permit the same to be used only for the purpose for which it is sold and for no other purpose. The Allottee/s shall not use the said Residential Apartment / Commercial Shop / Unit for any purpose other than for which it is agreed to be purchased, which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring premises or for any illegal or immoral purpose. The Allottee/s agree/s not to change the user of the said Residential Apartment / Commercial Shop / Unit without obtaining prior consent of the Promoters and the Concerned Authority in writing.

16.0 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 UTOPIA"** 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 Allottees/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.

17.0 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 allottees (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 allottees

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).

18.0 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees 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.

19.0 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.

20.0 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.

All costs, charges and expenses including STAMP DUTY and REGISTRATION CHARGES of this AGREEMENT shall be borne and paid by the ALLOTTEE/S. The ALLOTTEE/S is/are fully aware of the provisions of the amended BOMBAY STAMP ACT, which came into force with effect from **10th DECEMBER 1985** and thereafter. If any STAMP DUTY over and above the STAMP DUTY already paid on this AGREEMENT including the penalty, if any, is required to be paid or is claimed by the SUB-REGISTRAR AT PANVEL or any other concerned AUTHORITY, the same shall be borne and paid by the ALLOTTEE/S alone. The PROMOTERS shall not be liable to contribute anything towards the same, nor shall the ALLOTTEE/S hold the PROMOTERS liable and/or responsible towards such liability. The ALLOTTEE/S shall indemnify the PROMOTERS against any claim from the STAMP AUTHORITIES or other concerned AUTHORITIES in respect of the said STAMP DUTY including penalty, if any, to the extent of the loss or damage that

may be suffered by the PROMOTERS. The ALLOTTEE/S shall also fully reimburse the expenses that may be incurred by the PROMOTERS in consequences upon any legal proceedings that may be instituted by the AUTHORITIES concerned against the PROMOTERS or vice versa for non-payment and/or under payment of STAMP DUTY by the ALLOTTEE/S.

21.0 WAIVER NOT A LIMITATION TO ENFORCE: -

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 Allottees.

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.

22.0 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.

23.0 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. SIDHIVINAYAK BUILTHOME SPL. PVT. LTD.**

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.

24.0 JOINT ALLOTTEES: -

That in case there are Joint Allottees, they shall be considered as joint and severable allottees 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 Allottees.

25.0 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.

26.0 OTHER POINTS: -

- 26.1 In case the Allottee/s desire/s to sell / transfer his / her / their Apartment / Commercial Shop / Unit or the benefits under this agreement in favour of any person, in such event the Allottee/s undertakes to pay to the promoters such requisite sum as and by way of transfer charges and / or administration costs, charges and expenses required for such sale / transfer. However, such sale / transfer shall be permitted only if the Allottee/s has / have paid the entire amount of consideration of the Apartment and cleared all other dues payable by him / her / them.
- 26.2 The Promoters shall not be responsible for the delay in getting electricity and water supply or such other services or connections as may be necessary for use and occupation of the said Apartment / Commercial Shop / Unit, as the Promoters will be a mere coordinator for obtaining electricity and water supply for the said Complex. In case the Allottee/s desire to occupy the said Apartment / Commercial Shop / Unit prior to obtaining regular electricity supply and water connection, the Allottee/s shall bear and pay his / her / their proportionate share in temporary water and electricity connections provided by the Promoters for using such temporary connections, if so provided by the Promoters.
- 26.3 The ALLOTTEE/S agree/s and confirm/s that the PROMOTERS shall not be liable to pay any **MAINTENANCE** and/or **COMMON EXPENSES** and/or **OUTGOINGS** in respect of the **UNSOLD APPARTMENTS** in the said building. In case any APPARTMENTS remain unsold even after formation of the CO-OPERATIVE HOUSING SOCIETY or other organization, in such event, the CO-OPERATIVE HOUSING SOCIETY shall not ask the incoming ALLOTTEE/S and/or the PROPORMOTERS to pay the TRANSFER CHARGES. The ALLOTTEE/S herein agree/s having IRREVOCABLE CONSENT as a member/promoter of such SOCIETY, in respect of the said undertaking given in this CLAUSE.
- 26.4 The PROMOTERS shall be entitled to put up an ELECTRIC SUB-STATION on the said PLOT if the same is required to be put by the PROMOTERS as per the conditions of the MAHARASHTRA STATE ELECTRICITY BOARD and/ or the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY and/ or other concerned AUTHORITY.
- 26.5 THE PROMOTERS shall be entitled to put up Stack Parking System/ Mechanical Parking System in the Complex, if required or if it felt necessary by the Project

Architect, in order to provide adequate Parking Slots to the Proposed Purchasers and that the PURCHASER hereby gives his irrevocable consent for the same.

- 26.6 If the PROMOTERS are unable to give the possession of the said APPARTMENT to the ALLOTTEE/S on account of any reasonable cause or circumstances beyond their control, the ALLOTTEE/S shall not be entitled to any damages whatsoever.
- 26.7 The ALLOTTEE/S hereby agree/s that the TERRACES on the topmost floor of the building shall continue to remain, the property of the PROMOTERS and possession or management thereof, shall not vest in the SOCIETY or CONDOMINIUM or other organization formed of the purchasers of the premises in the said building. The PROMOTERS' rights to the said TERRACES, shall include the rights to construct additional floor or floors, on the said building, starting from the said TERRACES as the base level at any time, in the future by utilizing the balance F.S.I. or any additional F.S.I. in respect of the said PLOT. The PURCHASER/S do/doth hereby give his/her/their IRREVOCABLE CONSENT and NO OBJECTION to the PROMOTERS, for carrying out any such additional construction on the TERRACES or otherwise to construct new structures in or upon any part of the said PLOT. It is further agreed that neither the ALLOTTEE/S nor PURCHASERS of other premises in the said building, nor any member of the SOCIETY or CONDOMINIUM or other organization of the PURCHASERS or their employees, contractors or agents, shall be entitled to enter upon or have access to the said TERRACES or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto.
- 26.8 The ALLOTTEE/S shall be bound to sign, execute and deliver all documents, deeds, writings, forms and papers and to do all other things, as the PROMOTERS may require him/her/them to do from time to time in this behalf for safeguarding the interest of the said PLOT and the said BUILDING and of the persons acquiring the other APPARTMENTS and for effectively carrying out the provisions of this AGREEMENT.
- 26.9 It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the ALLOTTEE/S in respect of the said APPARTMENT, the PROMOTERS shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the premises in the BUILDING and the said PLOT which comes to the share of the PROMOTERS. The ALLOTTEE/S shall not interfere with the rights of PROMOTERS by any disputes raised or COURT INJUNCTION under SECTION 7 of the MAHARASHTRA OWNERSHIP APPARTMENTS ACT, 1963 and/or under any other provision of any other applicable law. The PROMOTERS shall always be entitled to sign undertakings and indemnities on behalf of the ALLOTTEE/S as required by any AUTHORITY of the STATE or CENTRAL GOVERNMENT or COMPETENT AUTHORITIES under any law concerning construction of BUILDINGS for implementation of their scheme for development of the said PLOT.
- 26.10 The ALLOTTEE/S and the person to whom the said APPARTMENT is permitted to be transferred, shall from time to time, sign all applications, papers and documents and to do all acts, deeds and things as the PROMOTERS or the CO-OPERATIVE SOCIETY or other organization, may require.
- 26.11 The ALLOTTEE/S and the persons to whom the said APPARTMENT is permitted to be transferred with the written consent of the PROMOTERS, shall

observe and perform all the provisions of the BYE-LAWS and/or the RULES and REGULATIONS of the CO-OPERATIVE HOUSING SOCIETY or other organization, as and when registered and the additions, alterations, or amendments thereof and shall also observe and carry out the BUILDING RULES and REGULATIONS and the BUYE-LAWS for the time being of the CIDCO and other AUTHORITY, if any. The ALLOTTEE/S and persons to whom the said APPARTMENT is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such CO-OPERATIVE HOUSING SOCIETY or other organization, regarding the occupation and use of the said APPARTMENT and the said PLOT and shall pay and contribute regularly and punctually towards rates, cesses, taxes, service charges, maintenance charges and all other outgoings.

- 26.12 The ADVOCATES of the PROMOTERS shall approve the LEASE DEED and all other documents to be executed in pursuance of this AGREEMENT as also the BYE-LAWS in connection with the formation, registration and/or incorporation of the CO-OPERATIVE HOUSING SOCIETY or other organization. All costs, charges and expenses in connection with the preparation and execution of the LEASE DEED and other documents in pursuance of this AGREEMENT and the formation, registration or incorporation of CO-OPERATIVE HOUSING SOCIETY other organization, shall be borne and shared and paid by all the purchasers of the premises in the said BUILDING in proportion to the area of their respective premises.
- 26.13 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 by the ALLOTTEE/S nor shall the same in any manner prejudice the rights of the PROMOTERS.
- 26.14 Nothing contained in these presents shall be construed to confer upon the ALLOTTEE/S any right, title or interest of any kind whatsoever into or over the said PLOT and the said BUILDING or any part thereof and such conference to take place only upon the execution of the LEASE DEED as provided hereinbefore in favour of CO-OPERATIVE SOCIETY or other organization, to be formed of the purchasers of all the premises in the said BUILDING as herein mentioned.
- 26.15 The ALLOTTEE/S shall have no claim save and except in respect of the particular premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired, i.e. all other areas including stilt parking and open spaces, lobbies, staircase, terraces etc. and unutilized F.S.I. or the additional F.S.I. that may be granted by the CIDCO or any other AUTHORITIES and the BUILDING WING C, contemplated to be built as aforesaid will remain the PROPERTY of the PROMOTERS until the whole of the said PLOT with ALL the BUILDINGS thereon are transferred to the CO-OPERATIVE HOUSING SOCIETY or other organization, as herein provided subject to the rights of the PROMOTERS as contained in this AGREEMENT.
- 26.16 If the FLOOR SPACE INDEX available on the said PLOT is not fully consumed by the PROMOTERS by construction of the BUILDING on the said PLOT in pursuance of the said sanctioned plans or if any additional FLOOR SPACE INDEX is available by virtue of any modifications or relaxation of any RULES or REGULATIONS in that behalf, the PROMOTERS alone will be entitled to consume such unused FLOOR SPACE INDEX for construction of the additional premises on the BUILDING OR ON THE SAID PLOT at any time till the date

the said PLOT and the BUILDING are transferred to the CO-OPERATIVE HOUSING SOCIETY or other organization, subject to the terms and conditions herein contained. If such unused F.S.I. or the ADDITIONAL F.S.I. is utilized for construction of additional premises on the said BUILDING the PROMOTERS shall be entitled to sell such premises in such additional construction on OWNERSHIP BASIS by AGREEMENTS in the form similar or as near as possible to this AGREEMENT and that the purchasers of such additional premises shall be entitled to become the members of the CO-OPERATIVE HOUSING SOCIETY or other organization. The LEASE DEED or any other instrument of transfer of the said PLOT and the BUILDING thereon in favour of the CO-OPERATIVE HOUSING SOCIETY or other organization shall contain a suitable covenant reserving the right of the PROMOTERS as contemplated herein.

- 26.17 The ALLOTTEE/S shall at no time demand partition of his/her/their interest in the said PLOT. It is being hereby agreed and declared by the ALLOTTEE/S that his/her/their such interest in the said PLOT is impartible.
- 26.18 The PROMOTERS shall in respect of any amount remaining unpaid by the ALLOTTEE/S under the terms and conditions of this AGREEMENT shall have a first lien and charge on the said APPARTMENT agreed to be purchased by the ALLOTTEE/S.
- 26.19 It is expressly agreed that the PROMOTERS shall be entitled to put a hoarding on the said PLOT or on the BUILDING or any part thereof and such hoarding may be illuminated or comprising of neon sign and for that purpose the PROMOTERS are fully authorized to allow temporary or permanent construction or execution or installation either on the exterior of the BUILDING or on the said PLOT as the case may be and the ALLOTTEE/S agree/s not to object or dispute the same.
- 26.20 It is agreed that the **PROMOTERS** shall be entitled without affecting the rights of the **ALLOTTEE/S** to the said APPARTMENT, including the area thereof to revise the BUILDINGS plans in respect of the said BUILDING and to utilize the total F.S.I available in respect of the said PLOT as the PROMOTERS may desire and the ALLOTTEE/S hereby IRREVOCABLY consent to the right of the PROMOTERS to modify the BUILDING PLANS in respect of the said PLOT from time to time.
- 26.21 In the event of any CO-OPERATIVE HOUSING SOCIETY or other organization, being formed and registered before the sale and disposal by the PROMOTERS of all the premises the power and the authority of such CO-OPERATIVE HOUSING SOCIETY or other organization, so formed of the ALLOTTEE/S and other PURCHASERS of the premises in the BUILDING on the said PLOT shall be subject to over all authority and control of the PROMOTERS in respect of all the matters concerning the BUILDING and in particular the PROMOTERS shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED ALWAYS and the ALLOTTEE/S hereby agree/s and confirm/s that in the event of the CO-OPERATIVE HOUSING SOCIETY or other organization, being formed earlier than the PROMOTERS deal with or dispose of all the premises in the BUILDING on the said PLOT, then in that event any ALLOTTEE or PURCHASER of premises from the PROMOTERS, as the case may be, shall be admitted to the membership of such CO-OPERATIVE HOUSING SOCIETY or other organisation, on being called upon by the PROMOTERS without payment of any premium or any additional charges save and except Rs. 250/- as SHARE MONEY and Rs.100/- as ENTRANCE FEE and such ALLOTTEE or PURCHASER or TRANSFEREE thereof shall not be discriminated or treated prejudicially by such CO-OPERATIVE HOUSING SOCIETY or other organization. The proposed

CO-OPERATIVE HOUSING SOCIETY or other organization shall not ask at any time from the new ALLOTTEE/S and/or the PROMOTERS any TRANSFER CHARGES.

- 26.22 The original hereof shall remain with the ALLOTTEE/S. The ALLOTTEE/S shall present the original of this AGREEMENT at the proper registration office for registration thereof within the time limit prescribed by the **REGISTRATION ACT** and the PROMOTERS will attend such REGISTRATION OFFICE and admit execution hereof upon intimation for the purpose being received from the ALLOTTEE/S.
- 26.23 The ALLOTTEE/S hereby agree/s that the terrace space in front of or to the rear side or adjacent to the terrace APPARTMENT, if any, in the BUILDING shall belong exclusively to the respective PURCHASERS of the TERRACE APPARTMENTS and such terrace space is intended for the exclusive use of the respective TERRACE APPARTMENT ALLOTTEE/S. The said terrace shall not be enclosed or covered by the ALLOTTEE/S till the permission in writing is obtained from the concerned AUTHORITY and the PROMOTERS herein.
- 26.24 All 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 / OPEN PARKING SPACES to any person or party to whom the APPARTMENT 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.
- 26.25 The ALLOTTEE/S agree that after taking possession of the said APPARTMENT, if the ALLOTTEE/S undertake/s or carries out any internal or external works in his/her/their premises and while carrying out such works, any damage or leakage is caused to the premises held by the other occupant/s in the said BUILDING, the ALLOTTEE/S shall rectify such leakages and/or rectify the defects at his/her/their own cost and expenses.
- 26.26 The Promoters shall not be bound to carry out any extra additional work for the Allottee/s without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee/s (which again shall be at the sole discretion of the builders). If the Promoters have to do any additional extra work for the Allottee/s, the Allottee/s shall deposit the amount within seven days from the date when the Promoters inform the Allottee/s the estimated cost for carrying out the said additional extra work. If the Purchasers fail to deposit the estimated cost for additional extra work agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional work in the premises of the Allottee/s.
- 26.27 The Apartment Purchaser hereby expressly agrees and covenants with the Promoters that in the event of the buildings on the said Property being not ready for occupation simultaneously and in the event of the Promoters at the request and insistence of the Apartment Purchaser offering possession of the said Apartment to the Apartment Purchaser earlier than completing the buildings on the said

Property then and in that event the Apartment Purchaser shall have no objection to the Promoters completing the construction of the balance portion of the building on the said Property without any interference or objection by the Apartment Purchaser. The Apartment Purchaser further confirms that he shall not object or dispute construction of the balance portion of the building by the Promoters on the ground of nuisance, annoyance or any other ground or reason and the and by virtue of the execution of these Agreement grants his IRREVOCABLE CONSENT to the Promoters to construct and complete such balance portion of the said building on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Apartment Purchaser.

- 26.28 This Agreement of Sale supersedes all communications, Agreement or allotment in oral or writing, if any previously agreed to amongst the parties hereto.
- 26.29 The PURCHASER agree/s that certain cracks may develop in the plaster or brick work of the said building on account of sinkage, shrinkage, breathing of plaster, which a common setting phenomenon, due to climate/weather conditions and the promoters shall not be hold responsible for the same.
- 26.30 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.
- 26.31 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.
- 26.32 The ALLOTTEE/S agree/s that the PROMOTERS will not issue NO OBJECTION for letting out the APPARTMENTS in the said building. The ALLOTTEE/S further agree/s that he/she/they will enter into the LEAVE & LICENCE AGREEMENTS with the LICENSEES, if the ALLOTTEE/S desire/s to give his/her/their APPARTMENT on LEAVE & LICENCE BASIS. However, they will provide photo-copies of police verification report of the LICENSEES to the AD HOC COMMITTEE of the proposed SOCIETY, if formed, or to the CHAIRMAN/SECRETARY of the CO-OPERATIVE HOUSING SOCIETY or all other APPARTMENT purchasers.
- 26.33 If there be any terrace space adjacent to any APPARTMENT which may or may not be separated by any lobby, staircase, elevator, fire-duct, void, the PROMOTERS may sell such terrace space to the adjoining APPARTMENT Allottee/s for his/her/their exclusive and private use.

- 26.34 The Promoter/Developer has informed the Purchaser that they have obtained a construction finance for the project “Siddhivinayak Utopia” by mortgaging the project land to DCB Bank Ltd and as per the terms of the loan agreement DCB Bank Ltd has to provide the No Objection Certificate to every transaction of the Promoter/Developer in “Siddhivinayak Utopia” project. The Promoter/Developer has accordingly obtained the same and it is attached herewith.

THE “FIRST SCHEDULE” OF THE PLOT ABOVE REFERRED:

*ALL THAT piece or parcel of land known as **PLOT NO. 191** in **SECTOR 20 of ULWE**, admeasuring **5099.29 sq. meters** or thereabouts (TALUKA AND REGISTRATION SUB-DISTRICT PANVEL, DISTRICT AND REGISTRATION DISTRICT RAIGAD). The said plot is bounded as follows:*

ON OR TOWARDS THE NORTH : BY PLOT NO: 192 & 83/A
ON OR TOWARDS THE SOUTH : BY 30 METRE WIDE ROAD
ON OR TOWARDS THE EAST : BY PLOT NO: 190 & 84
ON OR TOWARDS THE WEST : BY 24 METRE WIDE ROAD

THE “SECOND SCHEDULE” OF THE APPARTMENT ABOVE REFERRED:

*ALL THAT PREMISES, being **APPARTMENT / SHOP PREMISES NO.** _____ admeasuring _____ **sq. mtrs. of Carpet Area**, on the _____ **FLOOR**, in the **BUILDING WING** _____ in the Complex “**SIDDHIVINAYAK UTPOLA**”, being constructed on the plot of land referred to in the **FIRST 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 as **“ANNEXURE B”**.*

*(All the areas mentioned herein are indicative and are approximate areas and that the ALLOTTEE/S herein has/have agreed to buy the said APPARTMENT / SHOP as a whole and not on the basis of the said indicative area) The said building consists of **GROUND FLOOR** and **UPPER FLOORS**. The **APPARTMENT/SHOP PREMISES** said is bounded as follows: -*

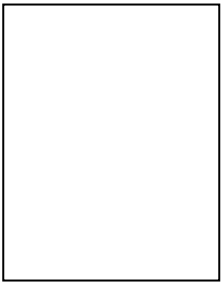
ON OR TOWARDS THE NORTH :
ON OR TOWARDS THE SOUTH :
ON OR TOWARDS THE EAST :
ON OR TOWARDS THE WEST :

LIST OF AMENITIES AND SPECIFICATIONS

- 1) R.C.C framed structure on foundation and plinth beam.
- 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) D.G. set provision for emergency power to lift and common lobbies.
- 6) Exclusive children play area, Club House, Gym, Swimming Pool at the Podium Level.
- 7) Water supply, firefighting and drainage arrangements as per the requirements of the CIDCO Ltd.
- 8) All internal doors shall be solid wooden flush doors with both side laminates having wooden frames of adequate section.
- 9) Color glazed Designer tiles of Reputed Make in Bathroom and W.C.
- 10) Vitrified Flooring Tiles of Reputed Make with 3 inches tile skirting in all rooms.
- 11) Raised cooking platform made out of Marble and Granite stones with built-in sink with drain board of REPUTED Make and separate serving platform with wall tiles up to 5’ above the platform.
- 12) All internal plumbing and sanitary work to be of conceal type as per the requirements of CIDCO Ltd.
- 13) 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 Reputed Make.
- 14) Intercom and Video Door Security Camera System to each Apartment.
- 15) GYPSUM finished wall with Plastic/Luster emulsion and two coats of water proof paint externally, wooden work, Frames being oil painted.

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

SIGNED AND DELIVERED BY THE)
WITHIN NAMED OWNERS/PROMOTERS)
M/S. SIDHIVINAYAK BUILTHOME)
SPECIALITIES PVT LIMITED)
(PAN NO: - AAHCS 6184 M))
BY THE HAND OF ITS DIRECTOR)

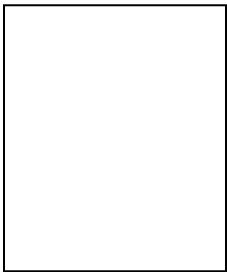


PROMOTERS

MR. VAIBHAV PURUSHOTTAM AGRAWAL
svestates@hotmail.com
98198 89520

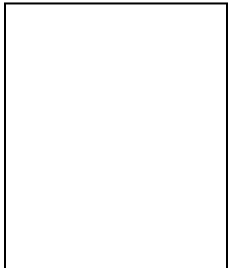
SIGNED AND DELIVERED BY THE)
WITHIN NAMED ALLOTTEE/S)

1) MR. /MRS. _____)
(PAN NO. _____))



ALLOTTEE/S

2) MR. /MRS. _____)
(PAN NO. _____))



ALLOTTEE/S

IN THE PRESENCE OF)
1) _____)
(SHRI _____))
2) _____)
(SHRI _____))

Date: _____

OFFER LETTER

To,

Ref: Offer for allotment of **Flat No. __, __ floor in Wing - C**, admeasuring **Carpet Area __ sq. mtrs** at **Siddhivinayak Utopia** on Plot no. 191, Sector - 20, Ulwe, Taluka: Panvel, District: Raigad.

Dear Sir/Madam

With reference to our discussions, we are pleased to allot you **Flat No. __, __ floor in Wing-C**, in Project **“Siddhivinayak Utopia”** on Plot no. 191, Sector - 20, Ulwe, admeasuring **Carpet Area __ sq. mtrs** as per the following details: -

Lump sum Flat Cost

Rs. _____/-
 (_____ **Only**)

Note:

1. The above flat cost does not include Registration and Stamp Duty Charges which shall be borne by the Purchaser separately.
2. VAT, Service Tax & G.S.T. as applicable shall be extra.
3. Any other taxes levied by any Government or Semi Government body at any time in future shall be extra and payable separately by you.

The above mentioned Flat Cost has been agreed to be paid by you to us in the manner as mentioned in the **“Payment Schedule”** herein below:

Contd.....2

“Payment Schedule”

Sr. No.	Details	Percentage
1	Before Execution of this Presents	10%
2	Within 15 days from the date of Execution of this Presents	35%
3	On Completion of 1 st Slab	2%
4	On Completion of 2 nd Slab	2%
5	On Completion of 3 rd Slab	2%
6	On Completion of 4 th Slab	2%
7	On Completion of 5 th Slab	2%
8	On Completion of 6 th Slab	2%
9	On Completion of 7 th Slab	2%
10	On Completion of 8 th Slab	2%
11	On Completion of 9 th Slab	2%
12	On Completion of 10 th Slab	2%
13	On Completion of 11 th Slab	2%
14	On Completion of 12 th Slab	2%
15	On Completion of 13 th Slab	2%
16	On Completion of Internal Plaster	5%
17	On Completion of External Plaster	5%
18	On Completion of Flooring	5%
19	On Completion of Internal Painting	5%
20	On Completion of External Painting	5%
21	On or before possession	4%
	TOTAL	100%

Terms & Conditions: -

1. If any installment is not paid within 15 days from its due date, the same will be payable with 24% interest per annum from the due date till the payment. Payment of installments in time being the essence of this offer letter.
2. If installments are not received with interest there, in such event, this offer letter of above mentioned flat shall be treated as cancelled / terminated without any notice in writing by the Developers.
3. The amount mentioned for the above said block, does not include (extra) the charges like Maintenance charges, Stamp Duty & Registration charges.

Contd.....3

4. The above mentioned areas are as per the inspection of tentative plan taken by you along with amenities list.
5. This letter supersedes all communication, written or oral made before this date.

Please sign the duplicate copy of this letter in confirmation of your acceptance and for our records.

Thanking You
Yours faithfully,

FOR SIDHIVINAYAK BUILTHOME SPECIALITIES PVT. LTD.

Auth Signatory

I accept the above terms & conditions

PURCHASER