

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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

- c) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of this Apartment which may till then have been paid by the Allottee to the Promoters.
- 5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (If unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 6) The Promoters shall give possession of the Apartment to the Allottee on or before 31st March 2021. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the apartment with interest at the same rate as mentioned hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, Civil commotion or act of God;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7) **PROCEDURE FOR TAKING POSSESSION :-** The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of this provisions, formalities, documentation on the part of the Promoters.

The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the said building in which the said Apartment is situated.

- a. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupancy;
 - b. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT :-** Upon receiving a written intimation from the Promoters as mentioned hereinabove, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time mentioned hereinabove, such Allottee shall be liable to pay maintenance charges as applicable from the date of occupation/completion certificate of the said building is received by the Promoters.
 - c. If within a period of 5 years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, expenses required to rectify such defect in the manner as provided under the Act.
- 8) The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the allotted parking space only for purpose of keeping or parking vehicle owned by them.
 - 9) The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Apartment Association to be known by such name as the Promoters 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 Apartment Association or Limited Company and for becoming a member, including the bye-laws of the Apartment Association and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the Apartment

Association of Allottee. The Allottee shall not take any objection for the changes or modifications made in the draft bye-laws, as may be required by the Competent Authority.

- a) The Promoters shall, within 3 months of registration of the Apartment Association or upon receipt of entire amount of consideration of the said Apartment from the Allottee cause to be transferred to the Apartment Association all the right, title and the interest of the Promoters in the said apartment.
 - b) The Promoters shall, within 3 months of registration of the Apartment Association and upon receipt of consideration amount of all the premises in the said building on the project land cause to be transferred to the Apartment Association all the right, title and interest of the Promoters in the project land on which the building with multiple wings or building are constructed.
 - c) Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupation, 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 levied by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, 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. Until the Apartment Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters 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 Promoters provisional monthly contribution of Rs. 1/- per sq. fts. of Apartment per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the Apartment Association as aforesaid. On such conveyance 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 Promoters to the Apartment Association, as the case may be.
- 10) The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters the following amounts:-
1. Rs./- for deposit towards provisional monthly contribution towards outgoing of Apartment Association.

- ii. Rs./- for deposit towards water, electric and other utility and services connection charges to the said Apartment.
- 11) The Allottee shall pay to the Promoters a sum of Rs./- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said Apartment Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
- 12) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Association on such conveyance or any document or Instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable on such conveyance or any document or Instrument of transfer in respect of the structure of the said land to be executed in favour of the Apartment Association.
- 13) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**
The Promoters hereby represents and warrants to the Allottee as follows;
 - i. The Promoters have clear and marketable title with respect to the project land as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
 - iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and

shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;

- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
 - vii. The Promoters have not entered into any Agreement for Sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
 - viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
 - ix. At the time of execution of the conveyance deed of the structure to the Apartment Association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Apartment Association of the Allottees;
 - x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till obtaining occupation and/or completion certificate of the construction of the said building on the project land.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect to the project land and/or the Project except those disclosed in the title report.
- 14) The Allottee/s for himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date 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 and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at their 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 Promoters 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.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable 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, Patis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Apartment Association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance or the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- vii. Pay to the Promoters within 15 days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
 - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the 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 purpose other than for the purpose for which it is sold.
 - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Apartment Association 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 Apartment Association 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 outgoings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Apartment Association, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of Apartment Association, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association or towards the out goings, legal charges and

shall utilize the amounts only for the purposes for which they have been received.

- 16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Apartment Association and until the project land is transferred to the Apartment Association as hereinbefore mentioned.
- 17) **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :-** After the Promoters executes this Agreement they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- 18) **BINDING EFFECT :-** Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever by deducting such expenses as has been incurred by the Promoters for preparing such Agreement.
- 19) **ENTIRE AGREEMENT :-** This Agreement along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment as the case may be.

- 20) **RIGHT TO AMEND :-** This Agreement may only be amended through written consent of both the parties to the Agreement.
- 21) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES :-** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 22) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 23) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the project.
- 24) **FURTHER ASSURANCES :-** Both parties agree that they shall execute, acknowledge and deliver to the other, such Instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 25) **PLACE OF EXECUTION :-** The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.
- 26) The Allottee and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

- 27) That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A. D. and notified E-mail ID/Under Certificate of Posting at their respective address specified below;

Name of Allottee	1] Mr.
	2] Mrs.
Address	Both R/o.
Notified E-Mail I.D.	
Promoters Name	M/s. Siddhi Construction, A Partnership Firm through its Partner
	Shri. Jagdish Vishwanath Kankrej
Address	R/o. Siddhipooja Regency, Old Gangapur Naka, Gangapur Road, Nashik-422013
Notified E-Mail I.D.	siddhibuild@gmail.com

- 28) **JOINT ALLOTTEES :-** That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by them which shall for all intents and purposes be considered as properly served on all the Allottees.
- 29) **STAMP DUTY & REGISTRATION :-** The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.
- 30) **DISPUTE RESOLUTION :-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 31) **GOVERNING LAW :-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the civil courts will have the Jurisdiction for this Agreement.

SCHEDULE - I

Description of the said property referred to above.

All that piece and parcel of non-agricultural land bearing **Survey No. 35/5/2+3, Plot No.7** admeasuring **602.74 Sq. Mtrs.** situate, lying and being at **village Anandvali**, Taluka & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and bounded as under:-

- | | |
|-------------------------|--|
| On or towards the East | : By Open Space |
| On or towards the West | : By <u>7.50</u> mtrs wide Colony Road |
| On or towards the South | : By Adjoining S. No. 34/4/2 Part |
| On or towards the North | : By Plot No. 6 |

SCHEDULE - II**Description of the said premises sold under this Agreement.**

On the aforesaid property a building named as "**PADMA VISHWA OXY FLOW APARTMENT**" is under construction and out of the said building the premises of **Apartment Flat No. admeasuring sq. mtrs. net carpet area together with usable carpet area of Balcony/Verandah or Double Height Terrace attached to flat admeasuring sq. mtrs. on the Floor** along with covered Parking Space No. on Ground Floor and bounded as under:-

On or towards the East : By
 On or towards the West : By
 On or towards the South : By
 On or towards the North : By

SCHEDULE - III**List of the Amenities to be provided in the Said Flat Premises:-**

- 1) Earthquake Resistant R.C.C. framed structure.
- 2) All external walls will be 6" thick & internal wall 4.5" thick.
- 3) All wall's will have sand faced plaster from outside and gypsum finish from Inside.
- 4) All door will be laminated flush door.
- 5) Decorative M.S. Grills for windows with 3 Track Powder Coated Aluminum sliding inclusive window with mosquito net.
- 6) First quality diamond the flooring of 2' x 2' with same skirting in all rooms (basic Rate 40/- Rs.sq.fts.)
- 7) Toilet will have glaxed tiles dado up to slab level. (basic Rate 30/- Rs. Sq.fts.).
- 8) Entire plumbing will be concealed with in good CPVC with hot & cold water dlvrtor system with Jaguar/Aquel Cocks.
- 9) 9 fts. Length kitchen Platform with Granite Top, Stainless Steel Sink and C. P. Tapp with Glaxed Dado upto Slab on facing walls.
- 10) All units will be painted inside with Tractor Emulsion and External walls with Acrylic Paints.
- 11) Electrification will be concealed with Anchor, Roma or equivalent switches with adequate point.
- 12) Underground & overhead water tank will be provided with Municipal Water supply.
- 13) Parking area paved with paver blocks.
- 14) Terrace with brick bat koba.
- 15) All doors will have S.S. fitting with Europa latch.
- 16) Lift with Power Backup (Battery Back-up)
- 17) Intercom system to each flat holder. Security person.
- 18) Video door phone system provided for every flat.
- 19) Attractive entrance lobby.
- 20) Provision of Inverter.

IN WITNESS WHEREOF, THE PARTIES HERETO AND ON THE DUPLICATE
HEREOF, SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEALS ON THE
DAY AND MONTH AND THE YEAR FIRST WRITTEN HEREINABOVE
MENTIONED.

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED '**Promoters**'
M/s. Siddhi Construction
A Partnership Firm through its Partner,
Shri. Jagdish Vishwanath Kankrej

(Promoters)

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED '**Allottees**'
1] Mr.

2] Mrs.

(Allottees)

IN PRESENCE OF WITNESSES ;

1) _____

2) _____