

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is executed, made and entered at Taloja, Navi Mumbai, Raigad, on this \_\_\_\_ day \_\_\_\_\_ **2023 BETWEEN M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS DIRECTOR MR. SIDDHARTH SHAILESH ARDESHANA, Occupation: Builder and Developer, Pan No. AANCS5138F, having his Office: 3<sup>rd</sup> Floor, Plot No.– 13E, Sector- 3, Kharghar, Navi Mumbai-410210, hereinafter referred to as the “THE PROMOTER”** for the sake of brevity (which expression shall unless it be repugnant partners for the time being and which may be inducted in future, their legal heirs, executors, administrators, representatives and assigns) of the **One Part**

**AND**

**Mr./Mrs.**.....

....., Age: ..... Years, Occupation: ....., **PAN NO.** –

....., **Address**..... ,

Hereinafter referred to as the “**ALLOTTEE/S**” for the sake of brevity (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, and assigns) of the **Other Part.**

**WHEREAS:**

i) The City & Industrial Development Corporation of Maharashtra Limited, is a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Bombay - 400 021, (hereinafter referred to as the “CIDCO” or the “Corporation” which expression shall where the context so admits, be deemed to include its successors and assigns). The said Corporation has been already declared as a New Town Development Authority, under the provisions of Sub Section (i) (3-a), of Section-113 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as “The Said Act”) for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the said area designated as site for New Town under sub-Section (i) of Section-113 of the said Act.

ii) **AND WHEREAS** the State Government of Maharashtra has acquired landbearing **1. Survey No. 9/1, area admeasuring 0-05-3 Hectare-Are-Point, assessed at Rs.0=66Ps., 2. Survey No. 14/0, area admeasuring 1-20-6 Hectare-Are-Point, assessed at Rs.15=56Ps., 3. Survey No. 15/1B, area admeasuring 0-35-8 Hectare-Are-Point, assessed at Rs.4=70Ps., 4. Survey No. 15/2, area admeasuring 1-03-5 Hectare-Are-Point, assessed at Rs.13=38Ps., 5. Survey No. 8/0, area admeasuring 1-05-0 Hectare-Are-Point, assessed at Rs.10=75Ps.,** within the designated areas of Village - Taloja-Panchnand, Taluka-Panvel, District-Raigad under **Unit Case No. 235-Taloja Panchnand,** and **1. Survey No. 3/1, area admeasuring 0-10-0 Hectare-Are-Point, assessed at Rs.1=37Ps., 2. Survey No. 9/4, area admeasuring 0-11-12 Hectare-Are-Point, assessed**

at **Rs.1=50Ps.**, within the designated areas of Village – Taloja -Panchnand, Taluka-Panvel, District-Raigad under **Unit Case No. 235A-Taloja Panchnand**, and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Section-113(1) of the said Act.

**iii) AND WHEREAS** By virtue of being the Development Authority the Corporation has been empowered under Section-118 of the said Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

**iv) AND WHEREAS** The said agriculture land was acquired by the State Government of Maharashtra for establishment of New Township of Navi Mumbai and entrusted it to the CIDCO Ltd., for development and disposal and in view of acquisition of the said land, an award pertaining to land bearing **1. Survey No. 9/1, 2. Survey No.14/0, 3. Survey No. 15/1B, 4. Survey No. 15/2, 5. Survey No. 8/0, 6. Survey No. 3/1, 7. Survey No. 9/4**, within the designated areas of Village - Taloja-Panchnand, Taluka- Panvel, District-Raigad under the provisions of Section-11 of Land Acquisition Act was declared by the Special Land Acquisition Officer, Metro Centre, Panvel in favor of **Badruddin Rahim Saheb Namre**, in view of the same an amount of compensation was also disbursed to him. Upon receipt of said amount of compensation, **Badruddin Rahim Saheb Nare**, signed FORM-CC in favor of State of Maharashtra and eventually handed over vacant, peaceful physical possession of said agriculture land bearing **1. Survey No. 9/1, area admeasuring 0-05-3 Hectare-Are-Point, assessed at Rs.0=66Ps., 2. Survey No. 14/0, area admeasuring 1-20-6 Hectare-Are-Point, assessed at Rs.15=56Ps., 3. Survey No. 15/1B, area admeasuring 0-35-8 Hectare- Are-Point, assessed at Rs.4=70Ps., 4. Survey No. 15/2, area admeasuring 1-03-5 Hectare-Are-Point, assessed at Rs.13=38Ps., 5. Survey No. 8/0, area admeasuring 1-05-0 Hectare-Are-Point, assessed at Rs.10=75Ps., 6. Survey No. 3/1, area admeasuring 0-10-0 Hectare-Are-Point, assessed at Rs.1=37Ps., 7. Survey No. 9/4, area admeasuring 0-11-12 Hectare-Are-Point, assessed at Rs.1=50Ps.**, within the designated areas of Village – Taloja - Panchnand, Taluka-Panvel, District-Raigad to the Special Land Acquisition Officer, Metro Center **No. 5**, Panvel by executing independent Possession Receipt.

**v) AND WHEREAS** the CIDCO Ltd., has prepared layout of different localities dividing the said acquired land with an intention to lease out the Plots

to project affected persons under 12.5% Scheme promulgated by CIDCO Ltd., enabling them to develop the said Plots by constructing thereon building/s as per the plans to be sanctioned by CIDCO Ltd.,

**vi) AND WHEREAS** thereafter, said Corporation, by its Letter of Intent **dated. 27/03/2017** intended and thereafter by its independent Letter of Allotment, allotted Plot of land bearing Plot No.02, area admeasuring about 3448.78 Sq. Mtrs., situate, lying & being at Sector-06, Node-Taloja, Navi Mumbai, Tal-Panvel, District-Raigad, under 12.5% Scheme, (Hereinafter for the sake of brevity called & referred to as “**the said Plot/Project land**”) to **Badraddin Rahim Saheb Namre and Others**, resident of Village-Taloja, Taluka-Panvel, District-Raigad, in lieu of acquisition of agriculture land bearing **1. Survey No. 9/1, area admeasuring 0-05-3 Hectare-Are-Point, assessed at Rs.0=66Ps., 2. Survey No. 14/0, area admeasuring 1-20-6 Hectare-Are-Point, assessed at Rs.15=56Ps., 3. Survey No. 15/1B, area admeasuring 0-35-8 Hectare- Are-Point, assessed at Rs.4=70Ps., 4. Survey No. 15/2, area admeasuring 1-03-5 Hectare-Are-Point, assessed at Rs.13=38Ps., 5. Survey No. 8/0, area admeasuring 1-05-0 Hectare-Are-Point, assessed at Rs.10=75Ps., 6. Survey No. 3/1, area admeasuring 0-10-0 Hectare-Are-Point, assessed at Rs.1=37Ps., 7. Survey No. 9/4, area admeasuring 0-11-12 Hectare-Are-Point, assessed at Rs.1=50Ps.,** within the designated areas of Village – Taloja - Panchnand, Taluka-Panvel, District-Raigad.

**vii) AND WHEREAS** Original Licensee paid on **28/08/2012** to the Managing Director of the Corporation, the entire amount of lease premium i.e.**Rs.6,02,025/-** and other necessary charges in respect of the said Plot of land. Upon payment of entire amount of lease premium, the said corporation handed over vacant & peaceful physical possession of said Plot of land to the above said Original Licensee and also executed Possession Receipt, **dated. 05/12/2017** in favor him, which is duly, signed by the Chief Land & Survey Officer, CIDCO LTD., as well the said Licensee. Subsequently, by letter **dated. 05/12/2017**, CIDCO LTD., also approved the layout of said plot of land, which is also duly signed by the Senior Town Planner and land & Asst. Lands & Survey Officers of CIDCO LTD., as well the said Original Licensee on **05/12/2017**.

**viii) AND WHEREAS** thereafter, by an Agreement to Lease, **dated. 07/12/2017** made and entered into between the City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the “Corporation”, of the One Part, and **Badruddin Rahim Saheb Namre and Others**, resident of Village-Taloja, Taluka-Panvel, District-Raigad, therein & herein called and referred to as the “Original Licensee” of the Other Part, the said Corporation under CIDCO **File No. 219-Taloja**, agreed to grant a lease of all that piece or parcel of N.A. Plot of land bearing Plot No.02, area admeasuring **3448.78 Sq. Mtrs.**, situate, lying & being at Sector-6, Node-Taloja (Panchnand), Village-Taloja, Tal-Panvel, District- Raigad, Navi Mumbai, under 12.5% Scheme which is more particularly described in the Schedule of the Property written hereunder, for consideration of lease premium and upon the terms and conditions contained in the said Agreement to Lease for the period of 60 years. The said Agreement to Lease is duly signed, executed, by the parties to the said deed and which is duly stamped & registered in the office of Joint Sub Registrar of Assurances at Panvel-2; vide its registration at **Serial No. PVL-2-14091-2017 on 08/12/2017.**

**ix) AND WHEREAS** by and under the Tripartite Agreement, **dated. 19/06/2019** executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as “the Corporation” of the First Part, and **1. MR.ABDUL RAZZAK BADRUDDIN NAMRE, 2. MR. SHABBIR BADRUDDIN NAMRE, 3. MR. ABDUL RAUF BADRUDDIN NAMRE, 4. MR. MUSHTAQ AHMMED BADRUDDIN NAMRE, 5. SMT. HAZIRABIBI ISMAIL SAYYAD, 6. SMT. JAINUNABI ABDUL RAUF KABADI, 7. NASEEMABI IRFAN GUJAR**, all Indian Inhabitant, are residing at Taloja, Tal. Panvel, Dist. Raigad, being the "Original Licensee" of the Second Part and **M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS DIRECTORS 1. MR. SHAILESH LALJIBHAIARDESHANA, 2. MR. SIDDHARTH SHAILESH ARDESHANA**, Office Address at : 301, Siddharth Builders and Developers, Plot No.13E, Sector-3, Kharghar, Navi Mumbai – 410208, therein called & referred to as the "The New Licensee" of the Third Part, the Original Licensee declared and confirmed having relinquished and released his 50% undivided shares, rights, title, benefits, interests, claims or demands of whatsoever in respect of the said Plot of land under the said Agreement to Lease subject to the terms and conditions incorporated therein. The said Tripartite Agreement, is duly stamped

& registered in the office of Joint Sub Registrar of Assurances at Panvel-5 vide its registration at Serial No.PVL-5-6532-2019 on 19/06/2019.

**x) AND WHEREAS** in pursuance whereof, the CIDCO Ltd., agreed to substitute the Original Licensee and grant lease to the New Licensee and also confirmed the execution of the Tripartite Agreement in favor of **M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS DIRECTORS 1. MR. SHAILESH LALJIBHAI ARDESHANA, 2. MR. SIDDHARTH SHAILESH ARDESHANA**, & eventually transferred the rights of the Original Licensee in respect of the said Plot of land, in favor of them by issuing a letter (Final Order) under its Reference Number **No. CIDCO/VASAHAT/SATYO/TALOJA/219/2019/5402 on Dated 08/07/2019.** AND WHEREAS, **1. Abdul Razzak Badruddin Namre, 2. Shabhir Ahmmed Badruddin Namre, 3. Abdul Rauf Badruddin Namre, 4. Mushtaq Ahmmed Badruddin Namre, 5. Hazirabibi Ismail Sayyad, 6. Jainunabi Abdul Rauf Kabadi, 7. Naseemabi Irfan Gujar**, (ORIGINAL LICENSEES) assign and transfer all their rights, title and interest in the respect Plot No. 02, admeasuring **3448.78 sq. Mtrs** in Sector-06 of Node – Taloja, Navi Mumbai, Tal-Panvel, Dist.- Raigad, in favor of **M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS DIRECTOR 1. MR. SHAILESH LALAJIBHAI ARDESHANA, 2. MR. SIDDHARTH SHAILESH ARDESHANA**, (New Licensee) with the consent CIDCO LTD. The ORIGINAL LICENSEES also handover the possession of the said plot No. 02, area admeasuring about **3448.78 Sq. Mtrs.** Under 12.5% G.E.S. Sector – 06, Situated at Node – Taloja, Panchnand, Tal – Panvel, Dist. – Raigad, Navi Mumbai, to The New Licensees / **“THE PROMOTER”, M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS DIRECTOR 1. MR. SHAILESH LALAJIBHAI ARDESHANA, 2. MR. SIDDHARTH SHAILESH ARDESHANA**, The Said Plot of Land / Project Land has 50% shares got transfer in the name of The **“THE PROMOTER”, M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS DIRECTOR**, for the development of construction of building for residential + Mercantile/Business (Commercial) purpose.

**xi) AND WHEREAS** the Promoter has appointed **"TRIARCH DESIGN STUDIO"**, being Architects having its office at 18, Gauri Commercial Complex, Plot No.19, Sector-11,CBD, Belapur, Navi Mumbai-400614 & **“ADHARSHILA CONSULTANTS”**, being RCC Consultant having its

office at 126, CFC Building-2, APMC Market-2, Phase-II, Opp. Jalaram Market, Sector-19, Vashi, Navi Mumbai- 400705, for the preparation of the structural designs and drawings of the building and the Promoter accepts the professional supervision of said **"TRIARCH DESIGN STUDIO"**, & **"ADHARSHILA CONSULTANTS"**, as a Architects & R.C.C. Consultant, respectively, till the completion of the proposed building on the aforesaid plot of land.

**AND WHEREAS**, the **"THE PROMOTER"** with as intention of the construction of building/s on the Said Project Land, have submitted the plans and specification through its Architect to the City and Industrial Development Corporation for its sanction and approval. Accordingly, Associate Planner (B.P.), C.B.D. have granted development permission and duly approved plan and issued Commencement Certificate vide its letter bearing Ref. No. CIDCO/BP-18531/TPO(NM&K)/2023/10983 dated 03/07/2023 for construction of Residential (Residential+Commercial) +Mercantile/Business (Commercial) (Residential+Commercial) building (Ground + 22 floors) consisting of **260 Residential Units & 12 Mercantile/Business (Commercial) Units** (hereinafter referred to as the "Said Building"). The promoter is developing the said project Land in the name and style as **"GEETANJALI DAFFODILS"**

**AND WHEREAS**, under the circumstances, the Promoter alone has the sole and exclusive rights to the said Project Land including but not limited to right to develop the said Project Land by constructing building/s there on and to sell the Apartment from the such building constructed on the said Project Land and to enter into Agreements with the Purchasers of the Apartment in the said Project Land and to receive the sale price or consideration in respect thereof;

**AND WHEREAS**, the Allottee/s demanded from the promoter and the promoter has given, to the satisfaction of the purchaser, inspection of all the documents relating to the said land and Project Land, the approved plans, specifications prepared by the promoter's Architects and such other documents which are specified under the Real Estate (Regulation and Development) Act, 2016, (the **"Act"**) and the rules made thereunder and the purchaser is fully satisfied which the title of the Promoter in respect of the said Project Land and the Promoter's right to allot various Apartment in the Buildings; Municipal.

**AND WHEREAS**, the Promoters have also annexed to this agreement the

authenticated copies of the following documents as required by the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules viz.:

- a) Certificate of Title issued by ANIL B. PATIL, Advocate, who have investigated the title in respect of the said Project Land and have certified the title of the said Project Land to be clear and marketable  
- ANNEXURE “A”;
- b) Copies of the Allotment Letter and Final Transfer Letter of the said Project land  
ANNEXURE “B1” “B2”;
- c) Copy of the plan of the Apartment agreed to be allotted to the Allottee/s -  
ANNEXURE “C1”;
- d) Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as ANNEXURE “C2”
- e) Copy of Commencement Certificate bearing Ref. No. CIDCO/BP-18531/TPO(NM&K)/ 2023/10983 dated 03/07/2023, issued by Associate Planner (BP) CIDCO, CBD - ANNEXURE “D”;

**AND WHEREAS**, the Promoter has got some of the approvals from the concerned local authority to plans, the specification, elevations, sanction and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Building;

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

**AND WHEREAS**, the Promoter has accordingly commenced construction of the Buildings in accordance with the approved plans;

**AND WHEREAS**, the Allottee/s herein has/have applied to the Promoters for allotment to the Allottee/s Apartment No. \_\_\_\_\_ on the



\_\_\_\_\_Floor in the Building in the project known as “**GEETANJALI DAFFODILS**” being constructed by the Promoters on the said Project Land;

**AND WHEREAS**, the carpet area of the said Apartment is \_\_\_\_\_ sq. 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 Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment;

**AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_(\_\_\_\_\_Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

**AND WHEREAS**, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & development) Act, 2016 with the Real Estate Regulatory Authority vide Certificate of Project Registration No.\_\_\_\_\_, dated \_\_\_\_\_, issued by “Maha Rera” The copy Certificate of Project Registration is annexed hereto and marked as - **ANNEXURE “F”**;

**AND WHEREAS**, Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**AND WHEREAS**, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat) and the garage/ parking space (if applicable).

**AND WHEREAS**, the Parties relying on the confirmations, representations and

assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, under section 13 of the Said RERA Act, the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register such Agreement under the Registration Act, 1908;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIESHERETO AS FOLLOWS:-**

1) The Promoter shall construct the Said building Residential (RESIDENTIAL+COMMERCIAL) + Mercantile/Business (Commercial) (RESIDENTIAL+COMMERCIAL) building (Ground + 22 floors) on the Said Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

**1. 1(a)**

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Commercial/Residential Apartment No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. meters, , on \_\_\_\_\_ floor in the Building in the project known as “**GEETANJALI DAFFODILS**” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 for the consideration of Rs. \_\_\_\_ Including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter

hereby agrees to sell to the Allottee Parking space bearing Nos. \_situated at the Ground/Stilt / Mechanical Parking Stack / Podium No. \_being constructed in the layout for the consideration of Rs.\_\_\_\_\_-/-.

1(b) The total aggregate consideration amount for the Apartment excluding parking space is thus Rs.\_\_\_\_\_-/-

1(c) The Allottee has paid on or before execution of this agreement sum of \_\_\_\_\_(Rupees\_\_\_\_\_only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs \_\_\_\_\_( Rupees\_\_\_\_\_ ) in the following manner :-

i. Amount of Rs.\_\_\_\_\_-/-(\_\_\_\_\_ ) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement;

ii. Amount of Rs.\_\_\_\_\_-/-(\_\_\_\_\_ ) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located;

iii. Amount of Rs.\_\_\_\_\_-/-(\_\_\_\_\_ ) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the RCC slabs including podiums and stilts of the building or wing in which the said Apartment is located;

iv. Amount of Rs.\_\_\_\_\_-/-(\_\_\_\_\_ ) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment;

v. Amount of Rs.\_\_\_\_\_-/-(\_\_\_\_\_ ) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment;

vi. Amount of Rs.\_\_\_\_\_-/-(\_\_\_\_\_ ) (not exceeding 85% of the total consideration) to be paid to

the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

Balance Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price/consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Service Tax, applicable taxes and Cess or any other similar Central Government, State Government, Municipal Corporation, Local body and Gram Panchayat taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the Apartment/Plot shall be paid by Purchaser by a separate Cheque/DD/electronic payment/UPI/Credit or Debit Card/NEFT/RTGS/IMPS as and when called upon by the Promoter to do so.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments

of equal installments payable by the Allottee by discounting such early payments @6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

## **2. THE COMPOSITION OF CONSIDERATION -**

**2.1** The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

**2.2** The Total Price above excludes Taxes (consisting of tax paid or payable

by the Promoters by way of Value Added Tax, Service Tax and Cess or GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Said Apartment.

### **3. PAYMENT OF FURTHER AMOUNTS –**

#### **3.1** The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

- (i) Rs.\_\_(decided at time of possession) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body;
- (ii) Rs.\_\_(decided at time of possession) for formation and registration of the Society or Limited Company/Federation/ Apex body, formation and execution of conveyance deed;
- (iii) Rs.\_\_(decided at time of possession) or proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body;
- (iv) Rs.\_\_(decided at time of possession) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body;
- (v) Rs.\_\_(decided at time of possession) For Deposit towards Water, Electric, and other utility and services connection charges;
- (vi) Rs.\_\_(decided at time of possession) for deposits of electrical receiving the Sub Station provided in Layout;
- vii) Rs.\_\_\_\_development charges. decided at time of possession)  
contribution towards proportionate statutory charges.

#### **3.2** The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_(decided at time of possession) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the

conveyance deed or assignment of lease.

- 3.3** The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding – if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

**4. THE FINAL CARPET AREA -**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes - if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Said Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinbefore.

**5. PROMOTERS TO OBTAIN OCCUPANCY/COMPLETION CERTIFICATE -**

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 at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

**6. TIME IS AN ESSENCE -**

Time is an essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Said Apartment 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinbefore.

## **7. RIGHTS OF PROMOTERS OVER DEVELOPEMNT POTENTIAL -**

The Promoters hereby declare that the Floor Space Index available as on date in respect of the Said Project Land is 1.5 square meters only and Promoters have planned to utilize Floor Space Index of 2.677 by availing of TDR or FSI and ANCILLARY available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations 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 Promoters have disclosed the Floor Space Index of 2.677 as 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 Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

## **8. IF THE PROJECT IS DELAYED -**

If the Promoters fail to abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who do not intend to withdraw from the project, interest as specified in the Said Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

### **8.1 IF ALLOTTEE COMMITS DEFAULT IN FURTHER PAYMENTS -**

Without prejudice to the right of Promoters to charge interest in terms of stipulations hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters 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 of installments, the Promoters shall at his own option, may terminate this Agreement;

Provided that, Promoter shall give notice of fifteen 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 Promoters within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of liquidated damages of 10% of the consideration for sale of Said Apartment and/or of any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters.

## **9. DELIVERY OF POSSESSION -**

**9.1** The Promoters shall give possession of the Apartment to the Allottee on or before **30<sup>TH</sup> OF DECEMBER, 2029**. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein before from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

## **9.2 FORCE MAJEURE**

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 –

- a) war, civil commotion or act of God ;
- b) any notice, order, rule, notification of the Government and/or other

public or competent authority/court.

"Explanation, - For the purpose of this section, the expression "force majeure" shall mean a case of war flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project,"

**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 Said 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 Said Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on 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 Project.

(a) After completion of construction in all respects of the accommodation, the Promoter herein shall inform in writing to the Purchaser/s that the said unit is ready for use and occupation and on receipt of such letter the Purchaser/s shall inspect the said unit in all respects and get satisfied himself about the quality etc. of the said unit. After Purchaser/s is/are satisfied herself/himself/themselves as aforesaid, at his /her /their request, the Promoters herein shall give possession of the said unit to the Purchaser/s. Taking of possession of the flat by the Purchaser after completing all the formalities such as, full and final payment, giving indemnity, possession receipt etc., shall mean that he/she/they is/are fully satisfied about all aspects of the flat and that, he has waived all his complaints etc., if any.

(b) The Purchaser shall pay all necessary amounts, advances, deposits, VAT, Goods and Service tax and other dues under this agreement and take possession of the said unit within 7 days from the Promoters giving written notice to the Purchaser/s intimating that the said unit is ready for use and occupation. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said unit, the Promoter shall be

entitled, without prejudice to any other remedy available under this agreement or any enactment or law, and after giving a prior notice of 15 days, to terminate the said agreement and sell the said unit to any other person entirely at the risk as to cost and consequences of the Purchaser.

- (c) Before delivery of possession of the said unit the flat Purchaser shall satisfy himself about the correctness of the area of the said unit and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said unit, the flat Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.
- (d) Even upon delivery of possession of the Said unit to the purchaser herein, the Promoters shall be entitled, without any permission from the Flat Purchaser or organization of unit holders to carry out the balance construction activities upon the Said Property or upon the amalgamated layout of the Said Property and the adjacent property and for that purpose to provide accesses, spaces etc. through the Said Property for the adjacent unit occupants.

**9.3** 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 Apartments are ready for use and occupancy.

**9.4** Failure of Allottee to take Possession of Said Apartment: Upon receiving a written intimation from the Promoters as per clause 9.3, the Allottee shall take possession of the Said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.3 such Allottee shall continue to be liable to pay maintenance charges as applicable.

## **10. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Purchaser shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee Cheque/demand draft or online payment in favor of **“SIDDHARTH MEGAHOMES PVT. LTD.”** payable at Mumbai.

A) As per guideline of Maharashtra Real Estate (Regulation and Development) Act, the Promoter has opened the separate bank account. Below given bank account number also been registered with RERA website details of RERA account as followed: -

**ACCOUNT NAME : SIDDHARTH MEGAHOMES PVT. LTD.**

**ACCOUNT NUMBER: 923020027283165**

**IFSC CODE : UTIB0000489**

**BANK NAME : AXIS BANK LTD (KHARGHAR BRANCH)**

## **11. WARRANTY PERIOD BY PROMOTERS -**

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 Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Said Act.

However, it is specifically agreed by the Allottee that if during the warranty period, as an effect of Allottee having carried out any internal work including but not limited to replacing of tiles or flooring causing damage to the water proofing; removing of internal walls; removing or addition of internal construction or due to any other reason, howsoever, resulting any leakage on lower floors and/or any damage to the R.C.C. and/or in common areas and/or to the fixtures and amenities to be provided in the phase is caused, the legal and

financial consequences thereof shall be on the Allottee alone. The Allottee hereby unconditionally agrees and undertakes to reimburse fully such expenses without any demure, which may cause to the Promoters or to the society and to keep the Promoters fully indemnified in respect thereof.

## **12. USER OF THE APARTMENT -**

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/shop. He/ She shall use the parking space only for purpose of keeping or parking Allottee's own vehicle.

## **13. INTEREST ON UNPAID DUE AMOUNT**

- i) Without prejudice to the right of promoter to charge interest at the rate of Highest MCLR of State Bank of India plus 2% per annum calculated and compounded on monthly basis and the delayed payment on GST amount shall be calculated at the rate of 24% per annum as specified and modified from time to time under The Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and the Regulations made thereunder, hereinafter referred to as “the said Act” in sub clause 2 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser Committing three defaults of payment of installments, the Promoter shall be entitled to terminate this Agreement at their own option, with a notice period of 15 days, in which event 10% of the total aggregate consideration amount shall stand forfeited and /or deducted in addition to the delayed payment charges payable by the purchaser to the promoter up to the termination/cancellation date. All taxes paid till the date of cancellation/termination will not be reimbursed by the Promoter to the Purchaser herein. The Promoter shall however on such termination refund to the Purchaser the balance amount without any interest, if any after deducting the delayed payment charges and any losses from the amounts which may till they have been paid by the Purchaser to the Promoter within 30 days from such termination and on termination thereof the Promoter shall be at liberty to dispose of and sell the said premises to such person or persons at such price as the Promoter may in its absolute discretion think fit and the

Purchaser shall not be entitled to question such sale or to claim any amount whatsoever from the Promoter.

**iv)** The Promoter shall have the lien on the said Apartment/Commercial Unit, all the documents, title deeds etc. relating thereof, of unpaid due amount towards price, interest for delay, taxes, costs, charges due to Promoter from the Purchaser under terms of this Agreement and the Promoter shall have valid and legal right to hold back the delivery of possession of the Apartment/Commercial Unit, original documents, receipts, certificates, clearances etc., in respect of the said Apartment/Commercial Unit and services under this Agreement till actual payment of all such dues. Delay in delivery of on account of default on part of Purchaser shall not entitle the Purchaser of any costs, charges, compensation etc.

**v)** Further, during the period of such delay in payment of dues the rights, authorities and powers of the Purchaser to enforce terms of this agreement as well as to exercise the rights of Purchaser such as to demand the timely completion of stage of construction etc., shall stand suspended.

**14.** The Purchaser shall take possession of the Apartment/Commercial Unit within **60 (sixty) days** of the written notice from the Promoter to the Purchaser intimating that the said Apartment/Commercial Unit is/are ready for use and occupancy.

## **15. FAILURE PURCHASER TO TAKE POSSESSION OF APARTMENT/COMMERCIAL UNIT:**

Upon receiving a written intimation from the Promoter as per **9.3**, the Purchaser shall take possession of the Apartment/Commercial Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Commercial Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in **9.3** such Purchaser shall continue to be liable to pay maintenance charges as applicable.

**15.1** If within a period of **5(five) years** from the date of handing over the Apartment/Commercial Unit to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defects in the Apartment/Commercial Unit or the building in which the Apartment/Commercial Units are situated or any defects on account of workmanship, quality or provision of service,

then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

**Provided** that the warranty given above shall be valid only if:-

- (i) The Purchaser/s don't/doesn't carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure of the said Apartment which shall include but not limited to columns, beams etc. or in the fittings therein.
- (ii) The Purchaser/s don't/ doesn't 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. The Purchaser shall also not make any changes to electrical wirings, shall not change the tiles of flooring, bathroom, walls, and kitchen and shall not touch the waterproofing provided by the promoter.
- (iii) Purchaser/s organization of Purchaser/s shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought-out items or services;
- (iv) The defects, repairs such as leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and off-loading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.
- (v) Further the defects and damages arising out of the unauthorized works by Purchaser or organization without written permission of the Promoter and lack of maintenance shall automatically nullify the warranty given hereby.
- (vi) The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful 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.
- (vii) That it shall be the responsibility of the Purchaser/s to maintain his Apartment 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.
- (viii) Further where the manufacturer warranty as shown by the Promoter to the

Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building, and if the annual maintenance contracts are not done/renewed by the Purchaser/s the Promoter shall not be responsible for any defects occurring due to the same.

- (ix) 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 equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (x) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Apartment/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (xi) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, 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 materials used, in the structure built of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

## **16. FORMATION OF CO-OPERATIVE HOUSING SOCIETY OR ASSOCIATION OR LIMITED COMPANY:**

THE Promoter/Developer shall execute the formation of society and conveyance deed within the period of THREE MONTHS from the date of receipt of Occupation Certificate of the majority (51%) of allottees having booked their plot/apartment/commercial premises. The Purchaser along with other Purchasers of the Apartments/Commercial Unit holders 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 7(seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications 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 Registrar of Companies, as the case may be, or any other Competent Authority.

Thus, despite formation of Federation/Apex Body of the Societies or Limited Company the Promoter shall be entitled to –

- (a) Carry out the remaining construction,
- (b) Revise the layout and building plans,
- (c) Develop the remaining construction of building/s,
- (d) Sell the unsold Apartments/Commercial Units in the building Project,
- (e) Utilize the balance FSI or an additional FSI of the entire layout as well as the potential to utilize such balance FSI or an additional FSI of the entire layout.

16.1 The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Shop 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/Developer 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/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications 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.

16.2 The Promoter/Developer shall within **THREE** months of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred

to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter/Developer and/or the owners in the said structure of the building or wing in which the said Flat/Shop is situated.

- 16.3 The Promoter/Developer shall within **THREE** months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter/Developer and/or the owners in the project land on which the building with multiple wings or building are constructed.

## **17. PROCEDURE OF TERMINATION**

Without prejudice to the right of Promoter to charge interest in terms of Sub Clause-1(i)1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (three) defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

**Provided that**, Promoter shall give notice of **15 (fifteen) days** in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

**Provided** further upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration without any interest of the Apartment/Commercial Unit which may till then have been paid by the Purchaser to the Promoter.

The Purchaser here by agrees that the restating of accounts will be done each month. The statement of accounts shall be prepared. From all the total receipts, the indirect taxes, Goods and Service Tax, Service Tax, shall be

deducted. The delayed payment charges shall be adjusted and the balance shall be taken as part towards the consideration of flat purchased.

The Promoter at his discretion and on request of the Purchaser, may retract his notice of termination as stated above. In such event, the terms and conditions of this agreement shall survive and shall be valid and subsisting for all purpose. Further on such retraction by the Promoter, the purchaser agrees to pay an increased regularization fees to be calculated @ 10% of total aggregate consideration amount payable under this agreement plus applicable taxes to be paid upfront on the day of regularizing to continue the agreement with same terms and conditions as stated in this agreement. This fee will be treated as separate amounts from the total aggregate consideration amount. Provided further that the Purchaser hereby agrees, if for any reason, whether within or outside our control, the whole or part of the project is abandoned, no claim will be preferred except that the money received by the Promoter under this agreement towards consideration except taxes will be refunded without any interest within 30 days from such intimation of abandoning the project.

Provided further if in any event, the Purchaser desires to cancel booking /allotment of the premises made in favor of the Purchaser. The Purchaser agrees to the Promoter by way of damages, which is calculated to be 20% of the total aggregate consideration amount of flat/unit and that the Promoter shall be entitled to deduct and /or forfeit the same from the total payments received excluding taxes and shall refund the balance amount after deduction to the Purchaser within 30 days from date of acceptance of such cancellation. This 20% shall be treated as forfeited amounts and the purchaser shall never claim of the same in future.

## **18. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

i) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale /transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this agreement.

Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

The Purchaser/s 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.

ii) The Developer accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payments/ remittances on behalf of any Purchaser/s and such third party shall not have any right in the application / allotment of the said Flat / Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Purchaser/s only.

#### **19. PAYMENT OF MAINTENANCE EXPENSES -**

On obtaining of Occupation Certificate for building under said building and subject to the Allottee having paid full and final dues payable hereunder to the Promoters, the Promoters shall handover the possession of the Said Apartment to the Allottee. On and from the date of Occupation Certificate or delivery of possession to the Allottee whichever is earlier, the Allottee shall be liable to pay and shall pay the monthly maintenance charges and other dues and payable to the Said Society. If the Allottee fails or neglects to pay such dues to the Society resulting in delay or refusal by the Society in admitting the Allottee as member of the Society, the Promoter shall not be responsible for such delay or refusal.

#### **20. OBSERVATION OF CONDITIONS IMPOSED BY THE LOCAL/PLANNING AUTHORITY:**

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 at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Apartment/Commercial Unit to the Purchaser, obtain from the concerned local authority Occupancy Certificate in respect of the Apartment/Commercial Unit.

## **21. PAYMENT OF STAMP DUTY, ETC. -**

At the time of registration of conveyance deed of the said plot, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer.

## **22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

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

- 22.1** The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 22.2** 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;
- 22.3** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 22.4** 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;
- 22.5** 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;

**22.6** 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;

**22.7** 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;

**22.8** The Promoters confirm 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;

**22.9** At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

**22.10** The Promoters have duly paid and shall continue to pay till handing over of the Project to the body of the Apartment Purchasers 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;

**22.11** 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 of the project land and/or the Project except those disclosed in the title report.

**22.12 THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTERS AS FOLLOWS :-**

**22.13** The Allottee shall not be entitled to use Said Apartment for user like hospital, restaurant, beer bar, wine shop, mutton and fish shop, storage of any explosive goods, milk dairy parlor, banquet hall, beauty parlor, gambling den, discotheque, beef shop, massage parlor, tuition/coaching class. However, such restriction on smaller plot mainly meant for comer user shall be restricted to beer bar, mutton and fish shop, wine shop, pan shop, gambling den. Save and except said restrictions, the Allottee, otherwise, shall be entitled to use the Said Apartment for any commercial purpose not restricted or prohibited by CIDCO/NAVI MUMBAI MUNICIPAL CORPORATION.

**22.14** 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.

**22.15** 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.

**22.16** 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 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.

- 22.17** 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 color 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, Pardis or other structural members in the Said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- 22.18** 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.
- 22.19** 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.
- 22.20** Pay to the Promoters within fifteen days of demand by the Promoters, 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.
- 22.21** 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.
- 22.22** 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.
- 22.23** The Allottee shall observe and perform all the rules and regulations which the



Society 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 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.

**22.24** Till the completion of the project, 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 buildings or any part thereof to view and examine the state and condition thereof.

**22.25** Till the completion of the development, 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.

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 Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

### **23. 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 **“GEETANJALI DAFFODILS”** or any other name as per the choice & discretion of the Promoter and building will be denoted by letters or name **“GEETANJALI DAFFODILS” a PROJECT BY SIDDHARTH MEGAHOMES PVT. LTD.”** or 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 Purchaser/s in the said project/building/s or proposed organization are not entitled to change the

aforesaid project name and remove or alter Promoter's name board in any circumstances. The Board/Hoarding upkeep shall be the responsibility of the members of the above name building. This condition is essential condition of this Agreement.

## **24. VESTING OF RIGHTS -**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments 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 him 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 Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

## **25. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE -**

After the Promoters executes this Agreement, they shall not mortgage or create a charge on the Said 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.

## **26. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters do 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 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) 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 (fifteen) 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.

## **27. 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/plot/building, as the case may be.

## **28. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

## **29. 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 Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

## **30. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **31. 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 Said Apartment to the total carpet area of all the Said Apartments in the Project.

**32. 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.

**33. PLACE OF EXECUTION**

The execution of this Agreement shall be complete 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 Agreements 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 Navi Mumbai. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease 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.

**34. NOTICES:**

That all notice to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

1.	PURCHASER	
2.	ADDRESSES OF PURCHASER	

3.	NOTIFIED E-MAIL ADDRESS	
4	PERMANENT ACCOUNT NO. OF THE PURCHASER/S	
5.	PROMOTER	<b>M/s. Siddharth Megahomes Pvt. Ltd. Through its Director, Mr. Siddharth Shailesh Ardeshana COMPANY PAN : AANCS5138F</b>
6.	ADDRESSES OF PROMOTER FOR OFFICAL COMMUNICATION	301, Siddharth Builders and Developers, 3 <sup>rd</sup> Floor, Plot No.-13E, Sector- 3, Kharghar, Navi Mumbai-410210. TEL: 022-277-45678, +91 9594-84-5556
7.	NOTIFIED E-MAIL ADDRESS OF THE PROMOTER	<u><a href="mailto:SBD CARE@SBD.NET.IN">SBD CARE@SBD.NET.IN</a></u>

It shall be the duty of the Purchaser 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 A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be. 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.

### **35. JOINT ALLOTTEES:-**

That in case there are Joint Allottees 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 be considered as properly served on all the Allottees.

### **36.** All costs, charges and expenses in connection with the formation of the COOPERATIVE SOCIETY as well as the costs of preparing, engrossing, stamping and registering all the Agreements or any other document/s or

documents required to be executed by the said Owners or Promoters or Allottee/s as well as the entire professional cost/s of the Advocate of the said Owners/Promoters in preparing and approving such documents shall be borne and paid by the PROPOSED SOCIETY or PROPORTIONATELY by all the Allottees or holders of Apartment in the said building including the Allottee/s herein and the proportionate share of the Allottee/s shall be such amount as may be fixed by the Promoters whose decision/s in this respect will be final and binding on the Allottee/s. The Promoters shall not be liable to contribute anything towards such cost/s, charge/s and expenses of the Allottee/s which shall be paid by him/her/them to the Promoters immediately on demand.

**37.** The name of the project/Building will be known as “**GEETANJALI DAFFODILS**” at all times and Society or any Organization formed later will not change the name in future.

**37.1** This agreement shall always be subject to the provisions contained in the Real Estate (Regulation and development) Act 2016 as amended up to date or any other provisions of law applicable thereto.

**38. STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The parties hereto shall attend the office of the Sub-Registrar of Assurances for registration of the said document within the prescribed time limit and admit execution thereof.

The Transferee has availed 1% reduction in stamp duty, being the benefit given to women purchaser by Government of Maharashtra, as per its order number Mudrank-2021/UOR.12/cr.107/ M-1 (Policy), dated 31<sup>st</sup> March, 2021. As per new notification dated 26<sup>th</sup> May, 2023, whereas, the Government of Maharashtra, being satisfied that it is necessary to do so in public interest, considers it expedient to amend the said order to delete the condition number (2) to restrict the sale of such type of residential unit to any subsequent male purchaser/s within a period of 15 years from the date of purchase of such type of residential unit.

**39. 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 \_\_\_\_ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

**40. 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 Panvel, Raigad courts will have the jurisdiction for this Agreement.

**41. EFFECT OF LAWS -**

Housiey.com

This Agreement shall always be subject to the provisions of The Real Estate (Regulations and Development) Act, 2016 (RERA) and Rules made thereunder.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
DESCRIPTION OF THE PROJECT LAND**

ALL that pieces and parcels of **Plot No. 02**, total area admeasuring about **3448.78 Sq. Meters in 12.5% Scheme of Taloja (Gaonthan Expansion Scheme)**, situate, lying and being at **Sector-06, Node-Taloja, Taluka-Panvel & District – Raigad**.

**Bounded as follows:**

On or towards the North	:	Plot No. 01.
On or towards the South	:	Plot No. 03.
On or towards the East	:	Future Development.
On or towards the West	:	20.0 m. wide Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Commercial/Residential Apartment No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. meters, , on \_\_\_\_\_ floor in the Building in the project known as “**GEETANJALI DAFFODILS**” being constructed on the said Project Land.

**DESCRIPTION OF COMMON AREAS & COMMON FACILITIES**

**1. Common areas shall include:-**

- a) Areas covered under the external and internal walls and Pardis (built up areas).
- b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces designated open ground abutting certain flats, or terraces or designated open ground connected in any way to certain flats and as such, exclusively allotted to Purchaser of the said Apartment).



**2. Common facilities in the building shall include:-**

- a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
- b) Drainage and sewerage treatment plant including septic tank and soak etc.
- c) Electrical common load wiring, starters/switches and all common wirings, meter cabins, service cables and switchgear.
- d) Common lights in staircases, landings, gates, terrace and building compounds.
- e) Unallotted open spaces, gardens and recreation areas.
- f) Compound gate/s. and security cabin/s
- g) Common compound walls.
- h) Lifts and lift machine room on common terrace.
- i) Fire terraces.

All areas not covered under “Common Areas and Facilities” are restricted areas and facilities and the Promoter shall have absolute right to dispose of the same to any person/s in the manner the Promoter deems fit and proper.

**SIGNED and DELIVERED by the** )

within named “**PROMOTER**” )

**M/S. SIDDHARTH MEGAHOMES PVT. LTD. THROUGH ITS  
DIRECTOR**

**1. MR. SIDDHARTH SHAILESH ARDESHANA,** )

in the presence of ..... )

**WITNESSES**

1.

2.

**SIGNED AND DELIVERED** )

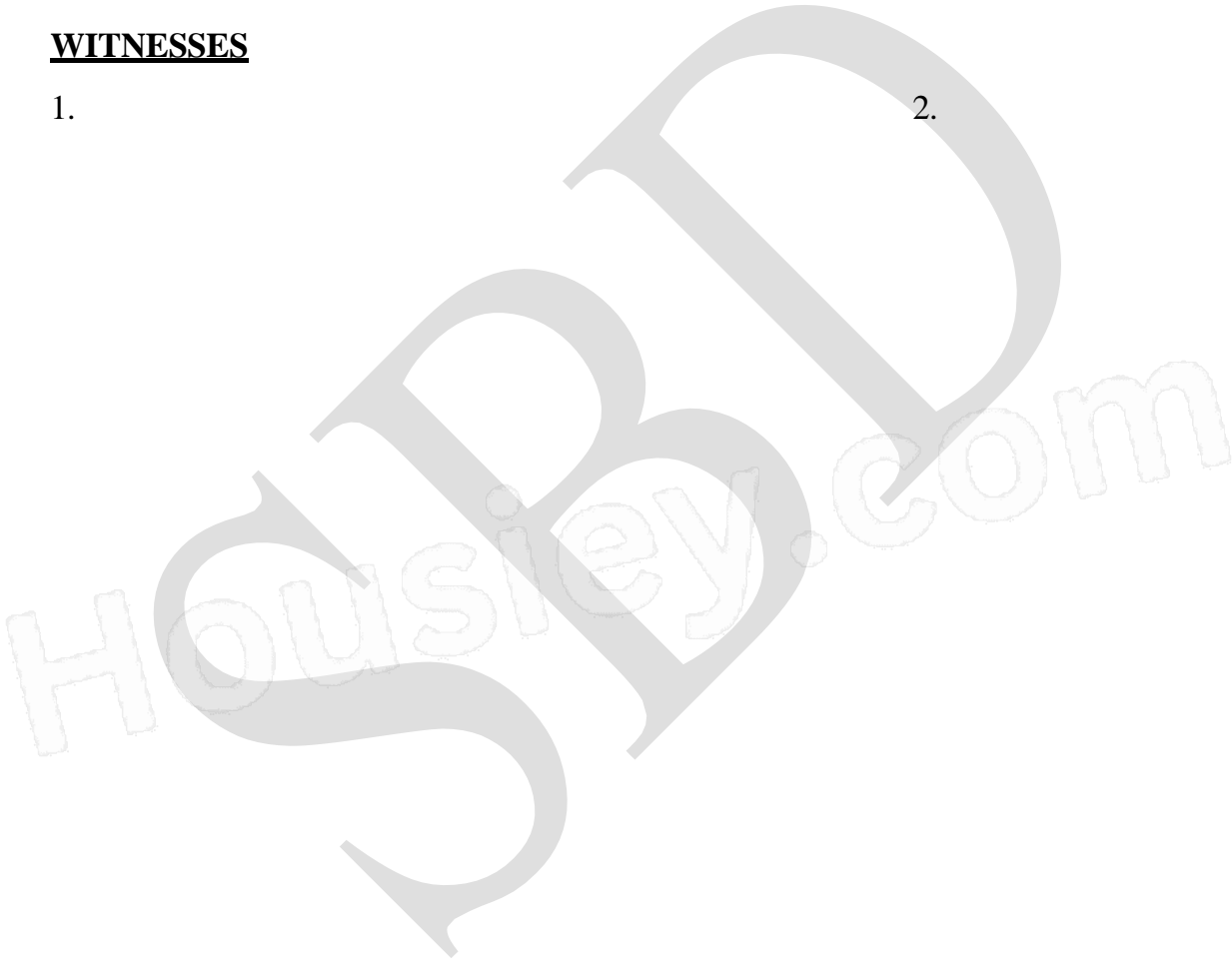
by the within named “**ALLOTTEE/S**”

\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_ )  
in the presence of ..... )

**WITNESSES**

1.
2.



**RECEIPT**

RECEIVED of and from the within named ALLOTTEE/s the sum of Rs.\_\_\_\_/-  
(Rupees\_\_\_\_\_only), as a part payment towards Flat/Shop  
No. \_\_\_\_\_of **Plot No. 02**, total area admeasuring about **3448.78 Sq. Meters in 12.5% Scheme of Taloja (Gaonthan Expansion Scheme)**, situate, lying and being  
**at Sector-06, Node- Taloja, Taluka-Panvel & District – Raigad** and the  
Allottee/Purchaser hereby entitled to utilize the area of enclosed Balcony, Cupboard,  
Flower bed & Service Slab within the Said flat in the building known as  
**“GEETANJALI DAFFODILS”** to be constructed on **Plot No. 02, Sector – 06**, at  
Taloja, Tal. Panvel, Dist. Raigad.

Cheque No.	Date	Name of Bank	Amount Rs.

(subject to realization of Cheques)

WE SAY RECEIVED

Rs.\_\_\_\_\_-/-

For **M/S. SIDDHARTH MEGAHOMES PVT. LTD.**

THROUGH ITS DIRECTOR

**MR. SIDDHARTH SHAILESH ARDESHANA**

**WITNESSES**

1.

2.