

CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT is executed at Vadodara on this.....day of _____, 2017 between:-

***(1) _____, Age:, Occupation:, and
(2) _____, Age:, Occupation:,***

an/ both/ all Indian inhabitant(s)/person(s) of Indian origin, having his/her/their common address at _____ and herein after referred to as the "Purchaser(s)"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual, his/her/their respective heirs, executors and administrators, in case of Partnership Firm, its Partners, the survivors or survivor of them and the heirs, executors and administrators of the last survivor and in case of a Company/Body Corporate its successor in law and permitted assigned) of the FIRST PART.

AND

M/s. Siddhivinayak Developers, a Partnership Firm, registered under the Partnership Act, 1932, being represented by its Managing Partner Mr. Apurva Dinesh Patel, Age: Adult, Occupation : Business, Having Office at; First Floor, Vaishali Travels, Rajmahal Road, Vadodara.

(hereinafter called. "The Developers" (which expression shall unless it be repugnant to the context or meaning thereof include the partner of partners for the time being of the said firm or their respective heirs, executors, administrators and assigns or the heirs, executors, administrators and assigns of the last surviving partner) of the SECOND PART.

WHEREAS the party of the first part has/have agreed to purchase Plot/Duplex/Bungalow No. admeasuring Sq. fts.. of "MAPLE VILLAS" situated in the land admeasuring 6475 Sq. Mtrs. bearing F.P. No 32 at R S No. 165 of Village Vadsar, Tal. & Dist. Vadodara by an agreement to sale registered at Sr. No. Dated in the office of Sub Registrar, Vadodara.

WHEREAS the party of second part have agreed that Plot/Duplex/Bungalow shall be constructed as per the specifications and amenities and the party of the second part had provided the construction estimate to the first part and first part has agreed upon the same. The construction of Plot/Duplex/Bungalow shall be completed in Rs...../- (Rupees Only).

Whereas the party of the first part has to pay the amount of estimate as per mutually agreed by the parties.

<u>Details</u>	<u>% of Cost Value</u>
<i>On completion of Plinth</i>	
<i>On completion of Ground Floor Slab</i>	
<i>On completion of First Floor Slab</i>	
<i>On completion of Plaster Level</i>	
<i>On completion of Flooring Level</i>	
<i>On completion of water supply and sanitary fittings / plumbing of the said</i>	
<i>Before Possession</i>	
<i>On possession</i>	
<u>Total</u>	

WHEREAS the remaining construction work shall be completed as per the specification agreed by party of the second part.

NOW IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1. The necessary permission to use the said land for Non-agriculture residential purpose has been obtained vide order No. N.A./ Sharatbhang/S.R./630/2016-2017 No.N.A. / Section-65/Vashi/1020-1028/2017 dated 23/02/2017 issued by Collector, Vadodara.**
- 2. The Permission to construct the said premises is issued by Vadodara Mahanagar Palika vide Rajachitthi No. Ward/4/L-96/2016-17 dated 15/10/2016.**
- 3. That as per understanding had with both the parties for clarification of amenities will be provided in Plot/Duplex/Bungalow shall as per the specification and Estimate. The second part has to construct the Plot/Duplex/Bungalow as per plan approved by the Authority as agreed by both the parties. However, if the party of the first part is desirous of making special type of material in addition to the specifications given in the Brochure and additional construction, the same shall be provided by the party of the second part at additional cost as may be decided from time to time and in advance. The second part shall be provided possession of the Plot/Duplex/Bungalow after full payment of construction. If, the party of the first part has failed to pay the agreed amount of construction then% interest shall be paid on remaining amount towards loss. At the maturity of last installment, the remaining amount will be paid within month.**

4. That this construction agreement will be valid foryear only and during the said period, the possession of the said Plot/Duplex/Bungalow will be handed over after completion of construction as per specification. There is no question of loss arise, if material not available due to the unwanted circumstances. The party of the second part shall not be responsible for delay in construction if dispute arise due to non payment as per schedule, natural calamities, earthquake and other uncontrolled circumstances.

SCHEDULE - I

Registration District Vadodara, Sub-District Vadodara, land admeasuring 6475 Sq. Mtrs. bearing F.P. No.32 at RS Np. 165 of Village Vadsar, Tal. & Dist. Vadodara, which is bounded as under.

Towards East : Final Plot No. 40
 Towards West : 15 Mtrs. T P Road
 Towards North : 15 Mtrs. T P Road
 Towards South : Final Plot No. 34

SCHEDULE - II

Registration District Vadodara Sub District Vadpdara, Plot / Duplex / Bungalow No. admeasuring sq. Mtrs. (.....sq.fts.) of Scheme known as "MAPLE VILLAS" situated in land admeasuring 6475 Sq. Mtrs. bearing F.P. No.32 at R S No. 165 of Village Vadsar, Tal. & Dist. Vadodara. which is bounded as under.

NORTH :
 SOUTH :
 EAST :
 WEST :

The parties of the both the sides have executed the present construction agreement with mutual agreement and understanding and after being aware of and sound state of mind which agreement shall be binding to us and our heirs.

EXECUTED TODAY AT VADODARA ON THIS DAY OF
, 2017.

THE PURCHASER:-
PARTY OF THE FIRST PART:-

THE PARY OF THE SECOND PART

**M/S. SIDDHIVINAYAK DEVELOPERS,
A PARTNERSHIP FIRM
BEING REPRESENTED BY ITS PARTNER
MR.....**

WITNESSES:-

1. -----

2. -----

DRAFT

CONVEYANCE DEED

**IN CONSIDERATION OF RS...../- (RUPEES.....ONLY)
OF PLOT/DUPLEX/BUNGALOW NO..... ADMEASURING SQ.MTRS.
(.....SQ.FTS.) OF "MAPLE VILLAS" situated in land admeasuring 6475 Sq. Mtrs. bearing F.P. No.32 at R S No.
165 of Village Vadsar, Tal. & Dist. Vadodara**

**THIS DEED OF CONVEYANCE is executed at Vadodara On this ____ day
of _____ in the year Two Thousand and _____**

M/s. Siddhivinayak Developers, a Partnership Firm, registered under the Partnership Act, 1932, being represented by its Managing Partner Mr. Apurva Dinesh Patel, Age: Adult, Occupation : Business, Having Office at; First Floor, Vaishali Travels, Rajmahal Road, Vadodara.

(hereinafter collectively called "the Seller" (which expression shall unless it be repugnant to the context or meaning thereof include the partner of partners for the time being of the said firm or their respective heirs, executors, administrators and assigns or the heirs, executors, administrators and assigns of the last surviving partner) of the FIRST PART.)

AND

- 1. _____ and**
- 2. _____**

an/ both/ all Indian inhabitant(s)/person(s) of Indian origin, having his/her/their common address at _____ and herein after referred to as the "Purchaser(s)"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual, his/her/their respective heirs, executors and administrators, in case of Partnership Firm, its Partners, the survivors or survivor of them and the heirs, executors and administrators of the last survivor and in case of a Company/Body Corporate its successor in law and permitted assigned) of the SECOND PART.

W H E R E A S:

- (1) The party of the first part is owner of land admeasuring 6475 Sq. Mtrs. bearing F.P. No.32 at R S No. 165 of Village Vadsar, Tal. & Dist. Vadodara. (hereinafter referred to as "The Land") (More Particularly Described in Schedule-1 hereunder).***
- (2) Further the party of the first part intend's to construct Plot/Duplex/Bungalow under the name of "MAPLE VILLAS" over the said land consisting of Ground Floor, First Floor and Second Floor with terrace.***
- (3) The land owners received permission for construction vide Permission No. Ward/4/L-96/2016-17 dated 15/10/2016 issued by Vadodara Mahanagar Palika. Moreover, other revised permission is in due process.***
- (4) The necessary permission to use the said land for Non-agriculture residential purpose has been obtained vide order No. N.A./ Sharatbhang/S.R./630/2016-2017 No.N.A. / Section-65/Vashi/1020-1028/2017 dated 23/02/2017 issued by Collector, Vadodara.***
- (5) The land owners have reserved rights for proposed future Construction on the Plot No. 16 to 28 & 48 to 50.***
- (6) The seller has provided on demand of the party of the second part the inspection of all the title document relating to the property and the permission issued by Concerned Authorities, the sanction lay out plan, design and specification prepared by the Architect and Structural Engineer. Moreover, the party of the first part has also provided all other relevant documents specified under the Real Estate and Regulation & Development Act, 2016 and the rules made there under.***
- (7) The party of the first part has constructed the Plot/Buplex/Bungalow in accordance with the sanction plan and the purchaser has requested and the sellers have agreed to sell the Plot/Duplex/Bungalow No..... admeasuring sq.fts. carpet area as per the RERA and on or about sq.mtrs. equivalent to the sq. Fts. Of "MAPLE VILLAS".***
- (8) The seller has agreed to sell and the purchaser has agreed to purchase the Plot/Duplex/Bungalow No..... admeasuring sq.fts. in***

consideration of Rs..... (Rupees Only) The party of first part has received the entire amount of consideration as per the details given below.

<u>Sr. No.</u>	<u>Details</u>	<u>Amount (In Rs.)</u>
1	<i>Cheque No.dated ofBank,Branch</i>	
2	<i>Cheque No.dated ofBank,Branch</i>	
	<i>Total (RupeesOnly)</i>	

On receipt of the entire amount of consideration as per the details given above, the actual and physical possession of the said Plot/Duplex/Bungalow No..... is handed over to the party of the Second Part and party of the Second Part has taken over the possession of said property.

(9) That the party of the second part entered into an Agreement to Sale with the party of the first part for Plot/Duplex/Bungalow No..... of "MAPLE VILLAS". The said transaction is registered in the office of Sub Registrar, Vadodara vide Regn. No. Dated

(10) This Deed of Conveyance is entered into subject to the terms and conditions hereto before or after recited, documents referred to herein and the terms and conditions imposed by the concerned authorities and also subject to variations modifications as may be approved by the Authorities/other Public Authorities from time to time;

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

1. The recitals contained above form an integral and operative part of this Conveyance Deed, as if the same were set out and incorporated herein seriatim. The Purchaser(s) hereby confirm/s that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the seller has developed the Property. The Purchaser(s) also confirm/s, agree/s

and declare/s that the consideration paid as per the details given above in respect of the Plot/Duplex/Bungalow and also in the common fixtures, fittings and certain amenities and he/she/they shall have no right or claim and/or will not make any claim on any other portion of the Property or any part thereof.

- 2. The seller has the sole and exclusive rights in all that piece and parcel of the said Land more particularly described in the First Schedule hereunder; and has constructed the Plot/Duplex/Bungalow, known as "MAPLE VILLAS" and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Project"), in accordance with the plans, designs and specifications sanctioned by VUDA and other concerned authorities from time to time. As per plan, the sellers have numbered Plot/Duplex/Bungalow.***
- 3. The Purchaser(s) hereby agree(s) to purchase from the sellers and the sellers hereby agrees to sell to the Purchaser(s), subject to the provisions of these presents, Plot/Duplex/Bungalow No. admeasuring on or about ____ sq. mtr. of carpet area as per RERA and on or about ____ sq.mtr. (equivalent to ____ sq. ft.) of carpet area as per sanctioned plans of Carpet Area (hereinafter referred to as the "Plot/Duplex/Bungalow") shown by red boundary line in plan in the project together with the right to use, occupy, possess and enjoy common areas, amenities and facilities to be provided by the sellers to the Purchaser(s) as more particularly described in the Third here under written TOGETHER WITH the proportionate undivided share, right, title and interest in the common areas, of the Project, amenities and facilities as intended to be used in common with the sellers and/or the nominee/s /allottee/s /transferee/s of the sellers (all of which are hereinafter collectively referred to as "the Premises") at or for total consideration amount of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the "Total Consideration").***
- 4. The seller have confirmed the final carpet area that has been allotted to the Purchaser(s). The total price paid by the purchaser has been recalculated and confirmed by the purchaser and as such there is no discrepancy about the carpet area of the said Plot/Duplex/Bungalow.***
- 5. The seller has also confirmed that from the date of handing over the possession of the said Plot/Duplex/Bungalow No..... till five years, the Purchaser(s) or the Society or the Association of the members as***

the case may be brings to the notice of the seller any structural defect or any defects on account of quality or provision of service, then, wherever possible such defects shall be rectified by the seller at his own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the sellers, compensation for such defect in the manner as provided under the Act.

PROVIDED FURTHER THAT, the sellers shall not be held liable or responsible in the event any damage or defect is caused to the Project or any part thereof on account of the changes, alterations or additions made by the Plot/Duplex/Bungalow Purchaser in his Premises.

- 6. The Purchaser(s) shall not use the Premises for any purpose other than the purpose for which it is allotted / sold without prior written permission of the sellers/ co-operative society/ limited company, as the case may be, and of the local authorities.*
- 7. The Purchaser(s) shall also pay proportionate charges towards Stamp Duty and Registration Charges for transferring the title by way of Deed of Assignment in favour of a co-operative society or a limited company as mentioned herein. The abovementioned sums/amounts shall not carry interest and will remain with the sellers / Association and the account thereof will be maintained until the assignment of the Land is executed in favour of a cooperative society or a limited company as mentioned herein and on such assignment being executed, the aforesaid deposits (less deductions, if any) shall be paid over to the co-operative society or the limited company,*
- 8. The Purchaser(s) shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes and shall maintain the same in the same form as the sellers have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the sellers/Society/limited company; as the case may be.*
- 9. The fixtures, fittings and amenities provided in the Premises and the materials to be used in the construction of the Project and the specification of the Plot/Duplex/Bungalow are those as set out in the Third Schedule hereunder written and the Purchaser(s) has satisfied*

himself/herself/themselves about the design of the Premises and also about the specifications and amenities to be provided therein.

10.The Purchaser(s) shall have no claim whatsoever over the Project, except in respect of the Plot/Duplex/Bungalow hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, un allotted Plot/Duplex/Bungalow and other spaces, terrace, garden etc. shall remain the property of the seller till the time it is transferred to other allottees or to the co-operative society or limited company, as the case may be.

11.The sellers hereby represents and warrants to the Purchaser(s) as follows:

(i) The seller has absolute rights in respect of the project land and 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;

(ii) The seller has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report/this Deed of Conveyance;

(iv) There are no litigations pending before any Court of law with respect to the project land or Project;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Project 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 shall be obtained by following due process of law and the seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land and common areas;

- (vi) The seller has right to convey the said property and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;***
- (vii) The seller has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Plot/Duplex/Bungalow which will, in any manner, affect the rights of Purchaser(s) under this Agreement;***
- (viii) The seller confirms that the seller is not restricted in any manner whatsoever from selling the said Plot/Duplex/Bungalow to the Purchaser(s) in the manner contemplated in this Deed of Conveyance;***
- (ix) The seller has duly paid and shall continue to pay and discharge till the date of receipt of occupation certificate, all 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;***
- (x) 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 seller in respect of the Project Land and/or the Project;***
- (xi) Various amounts which are to be paid for the commencement for the construction of the Project have been duly paid to the concerned authorities including without limitation stamp duty and registration charges etc. as are for the time being in force;***
- (xii) The said Land is affected by a road set back area of on or about..... sq. mtrs. which has been handed over by the sellers to the concerned authority and accordingly the sellers shall be entitled to develop the Land admeasuring on or about sq.mtrs.***

12.The Purchaser(s) for himself/ herself/ themselves and his/ her/ their nominee(s), heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the Premises shall come, hereby covenant/s as follows:-

- a. TO MAINTAIN the Premises at his/her/their cost in a good and tenable repair condition from the date of possession and shall not do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules or bye-laws of the VUDA or any other authority;***
- b. TO CONTRIBUTE proportionately within 15 days of demand by the sellers, along with the other occupants, towards the costs and expenses of maintenance, repairs***
- c. TO PERMIT the sellers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Plot/Duplex/Bungalow or any part thereof to view and examine the state and condition of the Project and common areas;***
- d. NOT TO DO or permit to be done in or upon the Premises or any portion of the Project's land, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other premises of the Plot/Duplex/ Bungalow;***
- e. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the premises or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;***
- f. TO MAINTAIN the Premises at his/her/their own cost in good tenable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;***
- g. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the premises or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the premises, including entrances of the premises; and in***

case any damage is caused on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and for rectifying such damage and restoring the damaged portion to its original condition and to keep the sellers, occupants/allottees of the premises indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

- h. TO CARRY OUT, at his/her/their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the sellers to the Purchaser(s) and shall not do or suffer to be done anything in or to the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;*
- i. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the Project in which the Plot/Duplex/Bungalow is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC or other structural parts in the Plot/Duplex/Bungalow without prior written permission of the sellers/VUDA and other bodies and authorities as the case may be;*
- j. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises;*
- k. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Project;*

- l. NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Project;*
 - m. NOT TO DEMAND, at any time, partition by metes and bounds of Purchaser(s) interest in the Premises, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the premises shall always be impartible;*
 - n. NOT TO USE the refuge area provided in the Plot/Duplex/Bungalow for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Project;*
 - o. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;*
 - p. TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society; and*
 - q. NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the sellers.*
 - r. NOT TO CHANGE THE NAME OF THE PREMISES, directly or indirectly and not to obstruct for display of the said name of the premises.*
- 13. The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the sellers and the other occupants of the premises of from and against to breach of the aforesaid covenants by the Purchaser(s).**

14. It is mandatory for the purchaser to become member of the Association / Society formed by the Plot/Duplex/Bungalow Owners of the said premises. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known by such name as the sellers may decide and for this purpose also from time to time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited Company or association, as the case may be. The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed co-operative society or a limited company formed/incorporated by purchasers of the Duplex/Bungalow in the project, at the time of registration/incorporation may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and the additions, alterations or amendments thereof, for protection and maintenance of the premises and the premises therein and/or in the compound and for the observance and carrying out the society rules and regulations and bye-laws for the time being of the VUDA and other public bodies. The Purchaser(s) and the permitted persons to whom the Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such co-operative society or limited company, as the case may be, regarding the occupation and the premises therein and shall pay and contribute regularly and punctually towards the premium, taxes and/or expenses and other outgoings in accordance with the terms of this Deed of Conveyance.

15. The Purchaser(s) hereby agree/s and undertake/s to become a member of the co-operative society or limited company to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the cooperative society or limited company and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in and sign the same within 7 (seven) days of the same being intimated by the sellers to the Purchaser(s). No objection shall be raised by the Purchaser(s) 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. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds,

matters and things as may be necessary from time to time, for safeguarding the interest of the sellers and of the other Purchaser(s) of the other Plot/Duplex/Bungalow in the Project.

16.The Purchaser (s) hereby covenants that as member of the proposed cooperative society, he shall ensure that the proposed society shall preserve and maintain the documents/ plans received from the sellers/Architect and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the VMC , through an authorised agency of VMC.

17.The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the Premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable Repairs and conditions and shall abide by all the bye-laws, rules and regulations of the government, VMC and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

18.In addition to the consideration and other amounts as mentioned herein, the Purchaser(s) shall also be liable to pay the following amounts as and when demanded without raising any objection/query or otherwise:

a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable; and

b. all cost, charges, expenses, including but not limited to stamp duty, registration charges, premium, and or incidental charges in connection with the documents to be executed for sale of the said Plot/Duplex/Bungalow including on the booking form, this letter and the said Deed.

19.The Purchaser(s) hereby gives his/her/their express and specific consent to the sellers to raise any loan against the Land and the Building under construction and to mortgage the same and/or create a charge thereon with any Bank or banks or any other party. This consent is on the express

understanding that any such loan and the liability thereof shall be cleared by the sellers only at their expenses.

20.The sellers will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the seller and/or its affiliates (hereinafter referred as the “displays”) with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The sellers and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other Plot/Duplex/Bungalow in the Building and/or the co-operative society or limited company in respect of the displays.

21.The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Conveyance Deed and all the documents related to the Property; (b)has expressly understood the contents, terms and conditions of the same; and (c) the sellers have entered into this Deed of Conveyance with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Conveyance Deed and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the sellers and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

22.The terms and conditions of this Conveyance Deed shall be binding on all transferee(s)/ assignee(s), from time to time, of the Premises, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be liable against all such transferee(s).

23.This Conveyance Deed, along with its schedules and annexure, constitutes the entire deed 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 Plot/Duplex/Bungalow.

24. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.

**THE FIRST SCHEDULE
ABOVE REFERRED TO THE LAND**

Registration District Vadodara, Sub-District Vadodara, land admeasuring 6475 Sq. Mtrs. bearing F.P. No.32 at R S No. 165 of Village Vadsar, Tal. & Dist. Vadodara, which is bounded as under.

<i>Towards East</i>	<i>:</i>	<i>Final Plot No. 40</i>
<i>Towards West</i>	<i>:</i>	<i>15 Mtrs. T P Road</i>
<i>Towards North</i>	<i>:</i>	<i>15 Mtrs. T P Road</i>
<i>Towards South</i>	<i>:</i>	<i>Final Plot No. 34</i>

**THE SECOND SCHEDULE
ABOVE REFERRED TO DETAILS OF Plot/Duplex / Bungalow**

Registration District Vadodara Sub District Vadpdara, Plot / Duplex / Bungalow No. admeasuring sq. Mtrs. (.....sq.fts.) of Scheme known as "MAPLE VILLAS" situated in land admeasuring 6475 Sq. Mtrs. bearing F.P. No.32 at R S No. 165 of Village Vadsar, Tal. & Dist. Vadodara. which is bounded as under.

NORTH	:
SOUTH	:
EAST	:
WEST	:

**THE THIRD SCHEDULE
ABOVE REFERRED TOLIST OF Plot/Duplex / Bungalow AMENITIES**

GENERAL SPECIFICATIONS

- **Structure : All RCC & Brick Masonary works as per structural engineer's design.**
- **Wall Finish : Inside smooth plaster & outside double coat plaster with Acrylic paint.**
- **Flooring : Vitrified tiles flooring.**
- **Doors : Decorative main door with branded all internal doors of quality flush doors.**
- **Windows : Good quality aluminium with safety grill.**
- **Kitchen : Granite kitchen platform with SS sink, glazed tiles dado up to slab.**
- **Electricrication : Modular switches with concealed copper wiring of approved quality, sufficient electrical points as per architect's plan.**
- **RCC internal Roads with street light.**
- **Impressive society entrance gate with security cabin.**

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

SIGNATURE

PARTY OF THE FIRST PART

**M/S. SIDDHIVINAYAK DEVELOPERS,
 A PARTNERSHIP FIRM
 BEING REPRESENTED BY ITS PARTNER
 MR.....**

PARTY OF THE SECOND PART/PURCHASER

WITNESSESS

1)

2)

ANNEXURE "A"

The party of the first part has to pay the amount of estimate as per mutually agreed by the parties.

<i>Details</i>	<i>% of Cost</i>
<i>On Booking</i>	
<i>Before Registration of Agreement for Sale</i>	
<i>On completion of Plinth</i>	
<i>On completion of Ground Floor Slab</i>	
<i>On completion of First Floor Slab</i>	
<i>On completion of Plaster Level</i>	
<i>On completion of Flooring Level</i>	
<i>On completion of water supply and sanitary fittings / plumbing of the said</i>	
<i>Before Possession</i>	
<i>On possession</i>	
<i>Total</i>	

ANNEXURE “B”

Other Charges Payable Prior to Handover of Possession of the Plot/Duplex / Bungalow in accordance with the Agreement

<i>Sr. No.</i>	<i>Details</i>	<i>Amount (Rs.)</i>
<i>1</i>	<i>Legal and miscellaneous charges</i>	<i>Actual</i>
<i>2</i>	<i>Common Maintenance on Plot Area</i>	<i>Rs.__ per sq.fts.</i>
<i>3</i>	<i>Development Charges</i>	<i>Rs.__ per sq.fts.</i>
<i>4</i>	<i>G.S.T.</i>	<i>Actual</i>
<i>5</i>	<i>M.G.V.L. Charges</i>	<i>Actual</i>

All taxes including Goods and Service Tax or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes.

Property Photograph, size 5 x 7.

PLOTDUPLEX/BUNGALOW NO..... ADMEASURING SQ.MTRS.
(.....SQ.FTS.) OF "MAPLE VILLAS" situated in land admeasuring 6475 Sq. Mtrs. bearing
F.P. No.32 at R S No. 165 of Village Vadsar, Tal. & Dist. Vadodara
Registration District Vadodara, Sub-District Vadodara.