

Draft without prejudice

THIS AGREEMENT is made at Mumbai this _____day of _____ in the Christian Year Two Thousand Nineteen **(2019)** BETWEEN **SIDDHI SUNDAR R.R. LLP**, a Limited Liability Partnership Firm registered under the Provisions of the Limited Liability Partnership Act, 2008, having their registered office at 7, Mani Bhuvan, 2nd Floor, Sradhanand Road, Vile Parle (East), Mumbai-400 057, hereinafter referred to as the **‘Promoters’** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm, their respective the heirs, executors, administrators and assigns) of the **FIRST PART**

AND

SUNDER NIWAS CO-OPERATIVE HOUSING SOCIETY LTD., a Society registered under the provisions of the Maharashtra Co-operative Societies Act 1960, under No. BOM/HSG/K/E-7071/1984, having its registered office at Plot No.69, Final Plot No.96, Sunder Niwas, Malviya Road, Vile Parle (East), Mumbai – 400 057, hereinafter referred to as the **‘SOCIETY’** [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Society and its successors) of the **SECOND PART**

AND

MR./MS./M/S. _____, residing/ having address at

hereinafter 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/s, his/her/their respective heirs, executors, administrators, permitted assigns; in case of a Partnership Firm, the partners for the time being constituting such Firm and the survivors of them and the heirs, executors, administrators of the last surviving partner; and in case of a Company, the successors and permitted assigns) of the **THIRD PART**:

WHEREAS:

- (a) The Society is the owner and as such the owner is well and sufficiently entitled to all that piece and parcel of land situate, lying and being at Malaviya Road, Vile Parle (East), Mumbai-400 057, bearing Plot No.69, Final Plot No.96 of Town Planning Scheme No.II corresponding C.T.S. No.1021, 1021/ 1 to 4 of Village Vile Parle, Taluka Andheri, Bombay Sub-Urban District, in the Registration Sub-District of Bandra, containing by admeasuring 796 sq. yards equivalent to 665.5 sq. meters or thereabouts (hereinafter referred to as the **‘Plot’**) and the said Plot is more particularly shown in **Red** colour wash on the plan annexed hereto and marked **Annexure “1”**; together with the building known as **“SUNDER NIWAS”** (the **“Existing Building”**) (The said Plot and the said Building are collectively hereinafter referred to as the said **“Property”**) and the said is more

particularly described in the Schedule thereunder written by virtue of Deed of Unilateral Conveyance dated 5th May, 2015 is duly registered with the Sub-Registrar of Assurances at Andheri -1 under serial No. BDR1-3913-2015 on 5th May, 2015.

- (b) By a Development Agreement dated 15th January, 2019 made between the Society therein herein of the First Part, Mr. Samir Vasant Kale and others therein referred to as the Members of the Second Part and the Promoters herein therein referred to as the Developers of the Third Part, the Society and the Members therein granted development rights of the said Property more particularly described in the Schedule thereunder written to the Promoters herein for the terms and conditions therein mentioned. The said Development Agreement dated 15th January, 2019 is duly registered with the Sub-Registrar of Assurance at Andheri-2 under Serial No. BDR-4-446-2019 on 15th January, 2019 (**“the said Development Agreement”**).
- (c) In pursuance of the aforesaid Development Agreement dated 15th January, 2019 the Society handed over the possession of the said Property to the Promoters herein for development of the same and the Promoters have demolished the Existing Building.
- (d) In the circumstances, the Promoters are entitled to develop the said Plot.
- (e) Accordingly, the Promoters are absolutely entitled to construct the building on the said Plot with the right to use the F.S.I., fungible F.S.I and T.D.R. or any other F.S.I. available in any name whatsoever and are entitled to deal with or dispose of their entitlement in the proposed construction of the building for such consideration, as they deem fit and proper;
- (f) The Promoters have also entered into an agreement with Architect M/s. H.M. JHAVERI & SONS registered with the Council of Architect and the Promoters have appointed a Structural Engineer for structural designing and drawings of the building to be constructed on the said Plot and the Promoters have accepted the professional Supervision of the Architect and the Structural Engineer till the completion of the building;
- (g) The Promoters have got the building plan approved from the M.C.G.M. vide I.O.D. bearing No. CHE/WS/4458/K/E/337(NEW)-IOD dated 16th March, 2019 and have also obtained the Plinth Commencement Certificate bearing No. CHE/WS/4458/K/E/337 (NEW) CC/1/New dated 4th May, 2019 for the commencement of the construction of the building to be constructed on the said Plot more particularly described in the Schedule hereunder written. While sanctioning the building plan, Municipal Corporation of Greater Mumbai has imposed certain terms and conditions. In accordance therewith, the Promoters have given written undertakings to the Municipal Corporation of Greater

Mumbai. The copies of the said **I.O.D.'s** and **C.C.'s** are annexed and marked as **Annexures "2" and "3"** respectively;

- (h) The Promoters have represented to the Purchaser/s that they will construct the building on the said Plot consisting of stilt plus 10 upper floor or more floors as and when available and have at present got the sanctioned plan duly approved for stilt plus 4 and ½ Floor but the Promoters intent to construct the further floors as permitted with the balance FSI and TDR present or future, Fungible F.S.I if any increased in respect of the said Plot and will modify or reduce the common amenities like open spaces, open parking spaces etc., on the said Plot.
- (i) As a result of the aforesaid the Promoters are entitled to and enjoyed upon to construct new building also to be known as "**SUNDER NIWAS**" and to deal with and dispose of the flat/s being constructed thereto. The Promoters have commenced the construction work in accordance with the rules and regulation and /or the terms and conditions incorporated while sanctioning the plan.
- (j) While sanctioning the said plan the concerned Local Authority, MCGM and/or State and Central Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Plot and the said building and upon the observance and performance of such terms, conditions, stipulations and restrictions only the Occupation and Completion Certificate in respect of the building shall be granted by the concerned local Authority. Such terms and conditions shall also be fulfilled and/or complied by the Purchaser/s individually and/or jointly by the Society.
- (k) The Purchaser/s demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of all the documents of title relating to the said Property including conveyance, development agreement, other deeds, documents, undertakings given to the concerned authorities and also the plans, designs and specifications prepared by the said Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the Said Act**") and the Rules made there under and the Purchaser/s has/have satisfied himself/themselves with the title of the Promoters in respect of the Property and shall hereafter not raise any requisition or objection for the same nor the Promoters shall be liable to entertain any such requisitions from the Purchaser/s.
- (l) A copy of Certificate of Title issued by Vimla & Co., the Advocates & Solicitors of the Promoters, showing the nature of title of the Promoters to the said Plot on which the proposed flat/s are being constructed and the copy of the extract of property register cards are annexed hereto and marked as **Annexures "4" and "5" respectively**;

- (m) The building is constructed for the purposes of residential use only and Purchaser/s shall not be entitled to use the same for any other purpose without obtaining the prior written consent from the Promoters.
- (n) The Purchaser/s being fully satisfied in respect of the title of the Promoters to the said Property including the right of the Promoters to develop the said Property and further the right of the Promoters to construct the building, has/have approached the Promoters and applied for Purchase of Flat No.____ on the ____ Floor admeasuring ____sq. feet carpet area as per RERA in the new building also to be known as **“SUNDER NIWAS”** along with right to use ____ stack car parking space in the building to be constructed on the said Plot and more particularly shown and surrounded by hatch lines in red colour on the floor plan annexed hereto and marked as **Annexure-6** (hereinafter for brevity's sake referred to as the said Premises) and accordingly the Promoters agree to allot the said Premises to the Purchaser/s herein upon the terms and conditions set out herein and the building under construction is being registered under Real Estate project under registered No. with Real Estate (Regulation and Development) Act, 2016 (hereinafter for the brevity's sake referred to as **“the said Entire Project”**). The copy of the registration certificate of the Promoters are hereto annexed and marked as **“Annexure-7”**.
- (o) The Purchaser/s has/have entered into this agreement with full knowledge of all the terms and conditions contained in the said development agreement, documents, undertakings, papers, plans etc., recited and referred in this Agreement;
- (p) Under Section 4 of the said Act, the Promoters is required to execute an Agreement for Sale of the said Premises to the Purchaser/s being these presents as hereinafter appearing:
- (q) Relying upon the application, declaration, indemnity and agreements contained in this agreement, the Purchaser/s agreed to acquire from Promoters and the Promoters agreed to sell to the Purchaser/s the said Premises at or for the lump sum price of Rs._____/= (Rupees _____ Only) after deducting therefrom the TDS @ 1% as per the prevalent provisions of the Income Tax Act, 1961 as amended upto date which comes to Rs._____/= (Rupees _____ Only) and on the terms and conditions hereinafter appearing.

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

1. The recitals hereinabove shall form an integral part of this Agreement as if the same are incorporated herein verbatim in the operative part hereof and to be interpreted and construed and read accordingly.

2. The Promoters shall construct on the said Plot, multistoried residential building known as “**SUNDER NIWAS**” (hereinafter for referred to as” the **said building**”), as per the layout and building plans sanctioned by MCGM and the sanctioned plans and/or amended plans which have been seen and approved by the Purchaser/s, with the full and clear knowledge that the Promoters shall be entitled to do such variations and modifications in the sanctioned plans, as may be considered necessary or as may be required by the concerned authorities or Government, to be made in them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or amendments or modifications in the said layout and building plans as they may deem fit, provided that the same does not adversely affect the said Premises agreed to be purchased by the Purchaser/s. As part of such variations, amendments or modifications in the said layout and/or in the building plans, the Promoters may change the location of the said building or any one or more of them and the Promoters may also construct additional areas by constructing additional wings and/or additional floors to said building on the said Plot as may be approved by the concerned authorities. The Purchaser/s hereby expressly consent/s to the Promoters for making variations or modifications in the said layout and the building plans as they may deem fit, so long as the same does not adversely affect the said Premises. The Promoters shall not be required to take any further permission of the Purchaser/s for the same. The consent hereinabove given by the Purchaser/s shall be considered as the Purchaser/s’ consent contemplated by Section 14(2) of the Act.

3. The Purchaser/s declares that:

- (i) prior to the execution of this Agreement the Purchaser/s has/have taken inspection of all relevant documents and has satisfied himself/herself/ themselves fully in respect of the Promoters’ title to the said Property and seen the site and further informed that all the common amenities will be handed over to the Society upon the completion of the said Entire Project as herein mentioned and the Purchaser/s do and each of them/doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.
- (ii) The Promoters declare that the Society of the building is already in existence and the Society is the owner of the said Property and the Society under clause 12 of the said development agreement have agreed to make all the prospective purchaser of the Premises of the Developers Entitlement, the member of the Society and the Purchaser/s hereby agree/s and undertake/s to sign and execute all such forms and other undertakings in favour of the Promoters and the Society and shall pay membership fees and share money as agreed under the said Development Agreement. The Purchaser/s hereby undertakes that they/she/he will abide all the rules and regulation of the Society.

- (iii) the Purchaser/s has/have read and understood and is/are fully aware of the terms and conditions of the said Development Agreement, I.O.D. Amended I.O.D., C.C. etc., the Promoters' rights, liabilities there under in respect of the said Property and the said building and facilities in the building which shall absolutely belong to the Promoters or their prospective purchaser/s and neither the Purchaser/s nor his/her/their nominees, the Society shall have any right, title, interest and claim therein and the Purchaser/s hereby accord his/her/their express "No Objection" thereto and further hereby agree/s to accept the said terms and conditions of the said Development Agreement unconditionally and absolutely and further that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s, expressly relying on the assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.
- (iv) the Purchaser/s has/have been informed by the Promoters and is/are aware that notwithstanding what is agreed herein, for the use of the car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters or the Society at their absolute discretion and the Purchaser/s shall not dispute the same and/or delay payment of such charges on any pretext whatsoever.
- (v) the Purchaser/s has/have been informed by the Promoters that the percentage of the undivided interest of the Purchaser/s in the said Property shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the building and have been further informed that the proportionate share of the Purchaser/s in the Common areas and Amenities is liable to be increased or decreased in the event of there being any change in the building plans and further that the apportionment of the proportionate price towards the Common Areas and Amenities as herein mentioned, is only notional and the same is not subject to change, even if the percentage of undivided share of the said Premises in the Common Areas and Amenities increases or decreases and the said Premises is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the lump sum price as herein mentioned and the Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorizes the Promoters to so increase or decrease the said share of the said Premises and/or of the Purchaser/s in the said Common Areas and Amenities of the building and the Purchaser/s hereby irrevocably agree/s to accept such share changes as aforesaid.
- (vi) the Purchaser/s shall have right title and interest in respect of the said Premises only and shall have no right title or interest in respect of the area reserved for by the Promoters herein in any manner whatsoever.

4. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the said Premises, being **Flat/Flat with attached terrace and/or other premises** bearing No. _____ on the _____ floor admeasuring _____ sq. ft. carpet area, as defined under the section 2(k) of the said Act, with right to use _____ the stack car Parking space in the new building known as **“SUNDER NIWAS” to be** constructed on the said Plot and the said Premises is more particularly shown and surrounded by hatch lines in **RED** colour on the floor plan annexed hereto and annexed and marked as **Annexure-6** (hereinafter the said Flat/ Flat with attached terrace and/or other premises is collectively referred to as the **“said Premises”**) with the amenities therein as per the list annexed hereto, at the lump sum price of Rs._____/ - (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the said Premises in terms of the list annexed hereto (after deducting the applicable TDS @ 1% in accordance with the provisions of the Income Tax Act, 1961 as amended upto date). The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoters within fifteen days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoters to give credit to the Purchaser/s for the same. The lump sum consideration as herein mentioned shall be paid by the Purchaser/s to the Promoters in the following manner:

Payment Schedule	
PARTICULARS	Rs. (Amount)
EARNEST MONEY AND/OR DEPOSIT	
ON INITIATION OF PLINTH (FOUNDATION)	
COMPLETION OF 5 th Slab	
COMPLETION OF 10 th slab	
INITIATION OF TILING & FLOORING	
ON FIT OUT AND POSSESSION	
TOTAL	100%

The time for payment of each of the installments/ payments/ deposits to be made by the Purchaser/s, is/are of the essence of the contract and the Purchaser/s shall be liable to pay to the Promoters interest @ the State Bank of India Highest Marginal Cost of Lending rate plus 2% per annum on all amounts due and payable by the Purchaser/s under this Agreement, if any such amount remains unpaid for a period of Fifteen (15) days or more after becoming due in terms aforesaid and hereunder.

In case of the dishonor of any cheque, issued by the Purchaser/s, pursuant to this Agreement, for any reason whatsoever including ‘insufficient funds’, ‘stop payment’ or

‘account closed’ the cheque bouncing charges shall be Rs.1000/- at per instance, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must ensure payment of the amount of the cheque in question and also the cheque bouncing charges within 15 days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs.1000/- shall increase to Rs. 2,000/-.

5. The Purchaser/s is/are aware that as per prevalent statute, GST (including SGST and CGST) is leviable/applicable on the purchase price payable hereunder and consequently the amount of each such installment payable by the Purchaser/s to the Promoters in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the GST (including SGST and CGST) along with each installment from the effective date and further shall not dispute or object to the payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST (including SGST and CGST) applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST (including SGST and CGST) and/or any other taxes levied thereon etc., Provided Further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or the aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoters shall not be liable to pay the same in any manner whatsoever.

6. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this agreement within Seven (7) days from the date of Promoters intimating to the Purchaser/s that the amount is due and payable and the Purchaser/s shall without any objections or requisitions as regards to the payment of the amount payable as per the intimation, make due payment of the same and further the Promoters are not bound to give any further notice/intimation as a reminder and further in absence of any such reminder shall not be deemed as an excuse for non payments of any amounts on the due dates.

7. Without prejudice to the right of the Promoters to receive interest @ the State Bank of India Highest Marginal Cost of Lending rate plus 2% per annum on the delayed payments, if the Purchaser/s commit default (a) in payment of any of the installments aforesaid on their respective due dates (time being the essence of the contract) and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the default continues **on any three instances**, inspite of 15 days notice sent by Promoters to the Purchaser/s (prior to the Purchaser/s taking possession of the said Premises), the Promoters shall be at liberty to terminate this Agreement in terms of these *presents* and as hereinafter stated.

8. On the Purchaser/s committing default on the due dates **(on any three instances)** in respect of payment of any installment of the amounts due and payable by the Purchaser/s to the Promoters under this Agreement (including non-payment of GST (including SGST and CGST) etc., levied under the relevant statutes) and upon the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoters, unless and until the Promoters have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they have intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days after receipt of such notice.

In the event of termination of this agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) The Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
- (b) The Promoters shall be entitled to sell the said Premises at such consideration and on such terms and conditions to such other person or party as the Promoters may in their absolute discretion deem fit and the Purchaser/s shall not be entitled to question such sale or to claim any amount from the Promoters.
- (c) The Promoters shall refund to the Purchaser/s the amount paid by the Purchaser/s to the Promoters in pursuance of this Agreement after deducting therefrom-
 - (i) 20% of the agreed consideration of the said Premises (which is to stand forfeited by the Promoters towards predetermined liquidated damages for default on the part of the Purchaser/s);
 - (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto date of termination of this Agreement.
 - (iii) the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination of this agreement.
 - (iv) the Purchaser/s agree/s that the receipt of the said refund vide Cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will amount to due refund by the Promoters in terms of these presents.

9. The Common Area and Amenities to be provided by the Promoters in the said building in which the said Premises is situated are those that are set out in **Annexure “8”**, annexed hereto. The same is subject to change. It is hereby expressly agreed and understood by the Purchaser/s that the use of areas mentioned under **Annexure ‘8’ heading** under ‘Common Area and Amenities’ by the Purchaser/s shall be restrictive in nature.

10. The Purchaser/s has/have the right to use the Common Area and Amenities, however, subject to the compliance of Rules, Regulations and Bye-Laws of the Society and on payment of regular maintenance charges. The Purchaser/s agree/s that the aforesaid Common Area and Amenities shall be used only by Purchaser/s and his/her/their servants / any outsiders are not permitted to use the same.

11. The Purchaser/s shall not intervene into the smooth functioning of the construction/development activity of the Common Area and Amenities, as annexed hereto. It is clarified that in the event the said Premises is ready to be handed over for possession, the Promoters shall not be obliged to hand over the Common Area and Amenities in the Entire Project fully completed and the same shall be completed by the Promoters at the time of completion of the Entire Project. The Purchaser/s has/have agreed not to raise any objection in this regard, whatsoever.

The Promoters shall be entitled to avail loans from financial institutions and/or Banks etc., for the Entitlement of the Promoters in the building as mentioned in the Development Agreement in, against the security of the Premises forming part of the, Entitlement of the Promoters subject however that any such mortgage and/or charge created by the Promoters shall not adversely affect the rights of the Purchaser/s in respect of the said Premises agreed to be sold to him/her/them hereunder and in terms of these presents.

12. The Promoters hereby agree that:

- (i) The Promoters shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by any concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation certificate and/or part occupation certificate in respect of the building in which the said Premises is situated. It is agreed that after the receipt of the Occupation Certificate, all such obligations shall be complied and performed by the Purchaser/s alongwith other purchasers or the members of premises in the building.
- (ii) The Promoters shall deliver the possession of the said Premises to the Purchaser/s after the said Premises is ready for use and the Occupation

Certificate is issued by the competent authority, provided that all the amounts due and payable by the Purchaser/s under this Agreement have been paid to the Promoters from time to time without committing any default in payment thereof and the Purchaser/s has/have complied with and/or has/have observed and performed all the terms and conditions of this Agreement. The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days from the date of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation.

13. (i) The possession of the said premises shall be delivered by Promoters to the Purchaser/s on or before 31st March, 2021;

(ii) Notwithstanding anything contained to the contrary herein, the Promoters herein shall not incur any liability, if it is unable to deliver possession of the said Premises by the aforesaid date if the completion of the Entire Project is delayed by reason of (i) non-availability of steel and/or cement or other building materials or water supply or electric power or (ii) by reason of water, civil commotion, any act of God, or (iii) if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other Public or Competent Authority or of the Court or any change in any existing rule, notification etc., or (iv) for any other reason beyond the control of the Promoters and in any of the aforesaid events the Promoters shall be entitled to the reasonable extension of time for giving delivery of possession of the said Premises.

14. If the Promoters fails to abide by the time schedule for completing the said Real Estate Project i.e. the said Building and for handing over the said Premises to the Purchaser/s on the possession Date (save and except Force Majeure) then the Purchaser/s shall be entitled to either of the Following:-

(i) Call upon the Promoters by giving a written notice by Registered Post A.D. at the address provided by the Promoters (**“Interest Notice”**) to pay Interest Rate for every month of delay from the possession date of the Consideration paid by the Purchaser/s. The interest shall be paid by the Promoters to the Purchaser/s till the date of offering to hand over of the possession of the said Premises by the Promoters to the Purchaser/s; **OR**

(ii) The Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Registered Post A.D. at the address provided by the Promoters (**“Purchaser/s Termination Notice”**). On the receipt of the Purchaser/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Purchaser/s Termination Notice by the Promoters, the Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this

Agreement with interest thereon at Interest Rate to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or Car Park/s and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the car park/s in the manner they deems fit and proper.

In case if the Purchaser/s elects his/her/their remedy under sub-clause (i) above, then the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (ii) above.

(iii) It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies to be paid with simple interest as herein above mentioned and that the Purchaser/s shall not be entitled to claim any amounts towards loss, damages and/or mental trauma or otherwise. Neither party shall have any other claim against the other in respect of the said Premises and/or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose off the said Premises to any other person at such price and upon such term and conditions as Promoters may deem fit.

(iv) If as a result of any legislative order or regulation or direction of the Government or Public Authorities or for any natural calamity for any other reason beyond the control of the Promoters, the building is not completed and/or the possession of the said Premises is not given to the Purchaser/s, the only responsibility and liability of Promoters will be to pay over to the Purchaser/s and the other persons who may have purchased or who may purchase hereafter, the premises in the building, the total amount that may be received by the Promoters but without any interest thereon and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and settlement of the claim of the Purchaser/s under this Agreement. The Purchaser/s agree/s that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will be considered as refund of the said amount in terms of these presents.

(v) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to the variation cap of 3% (three percent). The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. It is expressly agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall

demand the additional amount from the Purchaser/s towards consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Premises. It is clarified that all monetary adjustments as envisaged in this Clause shall be made at the same rate per square feet and computed on the basis of the total consideration as mentioned in **Clause 4** of this Agreement.

15. (i) The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s informing that the said premises is ready for use and occupation.

(ii) Upon possession of the said Premises being delivered to the Purchaser/s, he/she/ /they shall be entitled to the use and occupation of the said Premises and thereafter he/she/ /they shall have no claim against the Promoters in respect of any item of work or amenities in the said Premises or otherwise in the said building, which may be alleged not to have been carried out or completed.

(iii) Provided that if within the defect liability period specified under the said Act, the Purchaser/s bring/s to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters, as per the said RERA Act, at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect. However, if the Purchaser/s carry out any alteration or addition or change in the said Premises and/or the said building without obtaining prior written permission of the Promoters and the concerned authorities wherever required, the liability of the Promoters shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

(iv) The Purchaser/s shall take possession of the said Premises within a period of 15 days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. On the expiry of a period of 15 days from the date of such notice in writing given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, irrespective of whether the possession of the said Premises is taken or not in accordance with the provisions of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up floor area of the said Premises) of all outgoing in respect of the said Property and the building namely local taxes, tax, betterment charges, premium and/or other charges, if any payable to the MCGM or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staffs, sweepers and other expenses necessary and incidental to the management and maintenance of the said Property or such part thereof and the building thereon, until the Promoters hand over the charge to the Society in respect of the building as the

case may be. Furthermore, if on the expiry of 15 (fifteen) days from the date of the aforesaid possession notice and for any reason whatsoever, the Purchaser/s fails to take exclusive physical possession of the said Premises, the Purchaser/s shall become liable to pay holding charges @ Rs.20/- per square feet of carpet area of the said Premises per month to the Promoters.

(v) The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs.15/- per sq. ft. per month towards outgoings and maintenance expenses. However, the Purchaser/s shall before taking possession of the said Premises pay to the Promoters the said sum of Rs.15/-per sq. feet per month for the period of 12 (twelve) months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters till the charge of the said building is handed over to the Society as the case may be, subject to provision of the said Act and/or the relevant rules and regulations in connection therewith. Upon handing over the charge to the Society, subject to deductions to be made if any, the Promoters shall refund the balance amount to the Purchaser/s. In case of the deficit of the maintenance charges as herein mentioned above then the Purchaser/s shall further pay his proportionate share of outgoings and after the 12 months either Purchaser/s shall pay further advance 6 (six) months maintenance charges or shall pay regularly on or before the 5th day of each and every month in advance as may be decided by the Promoters or the Society and shall not withhold the same for any reason whatsoever.

16. The Purchaser/s shall at the time of delivery of possession of the said Premises pay to the Promoters the following amounts:-

- (i) Rs. 30,000/- (Rupees Thirty Thousand only) being agreed amount towards the legal charges;
- (ii) Rs. 600/- (Rupees Six Hundred only) towards share application money and admission fees of Society;
- (iii) Rs. 50,000/- (Rupees Fifty Thousand Only) for water meter, electric meter, Piped Gas Connection cables, sewage connection;

Total Rs.80,600/- (Rupees Eighty Thousand Six Hundred Only); and

- (iv) Applicable amount towards GST and/or and any other tax on any name whatsoever in respect of this transaction, if any, payable by Promoters to the prescribed authority will be in addition to the sale price/total

consideration amount agreed to be paid by the Purchaser/s to the Promoters in terms of these presents.

17. The Promoters shall, without being accountable to utilize the sum as mentioned in Clause 16(i), (iii) and (iv) paid by the Purchaser/s for meeting all the costs as mentioned herein. The Promoters also shall without having to render any account of whatsoever nature either to the Purchaser/s or the Society shall utilise the sum specified in Clause 16(i), (iii) and (iv) for the purposes mentioned herein.

18. The Promoters shall maintain a separate account in respect of sums mentioned in Clause 16 (ii) and the advance maintenance as received under clause 15(v) above from the Purchaser/s on account of share money, admission money and for maintenance charges respectively shall utilize the amounts only for the purposes for which they have been received.

19. The Promoters shall have a first charge and lien on the said Premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

20. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said Entire Project have been utilized by the Promoters elsewhere for any purpose whatsoever;

(ii) The entire unconsumed and residual F.S.I., T.D.R. etc., if any in respect of the said Property and the entire increased, additional and extra F.S.I./T.D.R. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the statute, D.P. Plan, Rules, Regulations and bye-laws governing the loading and utilization of FSI and as also the F.S.I. which may be available till the completion of the Entire Project in all respect i.e. till obtaining the Building Completion Certificate of the building to be constructed on the said Plot or on the portion of the said Plot on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipal Corporation of Greater Mumbai any set back area and/or due to any change in law, rules or regulations, shall be available to the Promoters as per terms and condition of the said Development Agreement and the Purchaser/s shall has/have or claim any rights, benefits or interest whatsoever in respect thereof including for use and consumption thereof and/or make any claims on the ground of inconvenience and/or blockage of light and/or ventilation and/or density and curtailment of environment and/or water and electricity etc., and/or in any manner whatsoever;

(iii) The Purchaser/s shall not at any time hereafter raise any objection or

dispute on any ground whatsoever to the provisions of this clause 20 (including all its sub-clauses) or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters for not being able to use the Common Area and Amenities for the time being or on any ground whatsoever including the ground of any inconvenience or nuisance which may be caused as a result of the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

(v) The provisions of this clause shall always be the essence of this Agreement.

21. The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations/entitlement for any other permissible user in that behalf in such manner and on such terms and conditions as it may deem fit without affecting or prejudicing the rights of the Purchaser/s in the said Premises.

22. The name of the building shall remain as “**SUDNER NIWAS**” and the sign / name board on the building shall and will always be the **SUDNER NIWAS** projected in the name “**SIDDHI HOMES**” and neither the Purchaser/s nor the Society be entitled to change it under any circumstances whatsoever.

23. The Purchaser/s is/are aware that the Promoters may either themselves and/or through their purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises on leave and licence and/or lease basis to any other party on such terms and conditions as they may deem fit and such leave and licence/lease or other writings shall be binding on the Purchaser/s and the Purchaser/s shall not object on any ground whatsoever.

24. The Purchaser/s himself/herself// themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Promoters as follows:

(a) **TO MAINTAIN** the said Premises at Purchasers’ costs in good tenantable repair and condition from the date the possession of the said Premises is taken/ the said Premises is notified by the Promoters as being ready for use and occupation and shall not do or suffer to be done anything in or to the building in which the said Premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises or any part thereof.

- (b) **NOT TO STORE** in the said Premises or any other part of the building or on any portion of the said Property or in parking space/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the building, including entrances of the building and in case of any damage is caused to the building or the said Premises 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.
- (c) **TO MAINTAIN**, from the date the said Premises is notified by the Promoters as being ready for use and occupation, at his/her/ /their own cost/s, the said Premises and to carry out all internal repairs in the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said building or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Promoters local authority and/or other public authority.
- (d) **NOT TO DEMOLISH** or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Premises /elevation and outside colour scheme of the building and to keep the portion partitions, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society as and when formed and registered. In case on account of any alterations being carried out by the Purchaser/s in the said Premises (whether such alterations are permitted by the Promoters, Concerned Authorities or not) there is caused any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/ /their own cost/s and expenses repair such damage (including recurrence of such damages).
- (e) **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Government, MCGM, the Society, Reliance/Adani/TATA Energy and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.

- (f) **NOT TO THROW** dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Plot and the building.(g)**NOT OBJECT** the Purchaser/s of the attached terrace with his/her/their Flat in case if such purchaser enclose the same or make such terrace the part of his/her/their Flat and in such case the Purchaser/s herein shall not object for the same on any ground whatsoever.
- (g) **PAY TO** the Promoters within 7 days of demand by the Promoters his/her/their share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the building.
- (h) **PAY TO** Promoters and/or Society as the case may be the proportionate municipal taxes, maintenance charges, maintenance of the stack parking spaces and all other outgoings in respect of the building in which the said Premises is situated, irrespective of the said Premises being occupied by the Purchaser/s on receipt of Occupation Certificate/ on taking possession (as the case may be). The Promoters represented to the Purchaser/s that the Promoters have constructed certain common amenities etc., These amenities are common for the building for the occupants of the building of the development, i.e. the building known as “**SUNDER NIWAS**” and the Purchaser/s shall enjoy the said Common Area and Amenities, Hereunder, upon handing over the possession of the said Premises to the Purchaser/s.
- (i) **TO BEAR** and pay from 15 days from the date of intimation to take the possession of the said Premises, the proportionate share (i.e. in proportion to area of the said Premises) of outgoings in respect of the said Property viz. local taxes, betterment charges, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, chowkidars, sweepers, housekeeping and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant. At the time of being handed over possession of the said Premises, the Purchaser/s shall also pay to the promoters the Maintenance as herein above mentioned towards initial outgoings and expenses.
- (j) **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all **the** dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose. Such transfer shall be only in

favour of the Transferee/s as may be approved by the Promoters. In the event of any contravention of what is stated hereinabove in this sub-clause, the Promoters shall be entitled (but not bound) at their option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him/them accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

- (k) **TO OBSERVE AND PERFORM** all the rules, regulations, bye-laws and amended bye-laws as and when framed by the Promoters or the Society of the Flat holders in the building may adopt at the time of inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building and the said Premises therein and for the observance and performance of the building rules, regulations, bye-laws and amended bye-laws as and when framed for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Promoters and the Society regarding the occupation and use of the said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, lease rent, expenses or other outgoings in accordance with the terms of this Agreement.
- (l) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the said Premises/ building in the said Property, forthwith on being called upon to do so by the Promoters/Society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Promoters/ Society at the costs and consequences of the concerned Purchaser/s.
- (m) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Promoters from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/ amenity/service line/infrastructure of and/or relating to any of the building or the said Premises on the said Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till charge of the building or the said Property is given to the Society the Purchaser/s 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 Property or part thereof and the building or any part thereof to view and examine the state and condition thereof.
- (n) **TO OBSERVE AND PERFORM** all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Promoters the amounts payable

under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of **Fifteen (15)** days from receipt of a written notice from the Promoters calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Promoters such compensation as may be reasonably determined by the Promoters in the event of noncompliance by the Purchaser/s with the said notice the Promoters shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.

- (o) **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to the building or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoters and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Property or pertaining (in common) to building or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, parking spaces and other premises and spaces in the building.
- (p) **NOT TO PUT UP** or install box grills outside the windows of the said Premises or in any other manner do any other act which would in the opinion of the Promoters or Society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.
- (q) **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Promoters and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved.
- (r) **TO INSTALL** air-conditioner/s only in the space/s provided in the said Premises for the same, if the Purchaser/s desire/s to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Premises, or be required to be affixed / installed outside the said Premises, the Purchaser/s shall install/affix the same only after obtaining from the Promoters prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoters in respect of the same.
- (s) **TO KEEP** upon the receipt of the possession of the said Premises insured against loss or damage by fire or any other calamities for the full value thereof.
- (t) In case Adani Electricity Ltd., or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load

to the proposed building, the cost, charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective flats agreed to be acquired by him/her/them.

- (u) **NOT TO** put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the said building whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the said Premises.
- (v) **SHALL NOT** be entitled to any rebate and/or concession in the price of his/her/their said Premises on account of the construction of building and/or structure and/or the changes, alterations and additions made in the building or structures or on account of any advertisement/hoarding put on the said Property and/or the building and/or any part thereof.
- (w) **SHALL NOT** interfere in any manner in any work of development of construction till the Entire Project is completed and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.
- (x) As the Purchaser/s is/are aware that the Promoters are constructing the said Property in redevelopment, the Promoters shall be entitled to enter upon or use any address of the said Property to ingress and shall be entitled to have all right to pass from any part / areas of the said Property with trucks, machines, cranes, drillers, JCB/earthmovers, etc. and all other vehicles required for carryout both development and construction and also movement of material and labour (both skilled and unskilled) on the said Property. Upon the said Premises being handed over to the Purchaser/s, the Promoters shall be entitled to continue to carry on all construction activities for all or any other parts of the said Property which are to be developed/ constructed by the Promoters and which may cause inconvenience / disturbance to the Purchaser/s, however, the Purchaser/s has/have hereby unconditionally and irrevocably consented for the same and agree, undertake and confirm that the Purchaser/s shall not make any objection for any of the construction activity/ies or any ingress / egress upon the said Property or any part thereof by the Promoters alongwith any vehicles, etc. and the Purchasers shall not raise any objection or make claim, demand damages, etc. from the Promoters and/or obstruct the Promoters or any of their construction activities in the building on the said Property or part thereof in any manner and for any reason whatsoever, and based on this clear understanding the Purchaser/s has/have agreed to acquire the said Premises.

- (y) The Promoters have inferred the Purchaser/s that there is passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewage lines and other common amenities and conveniences in the layout of the said Property.
- (z) The Promoters have further informed the Purchaser/s that all the expense and charges (maintenance and up keeping) of the said Common Area and Amenities and conveniences may be common and the Purchaser/s along with other purchaser/s of flat /premises in the Entire Project and/or the building constructed on the said Plot, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of the premises on the Entire Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Purchaser/s shall be determined by the Promoters and the Purchaser/s agree/s to pay the same regularly without raising any dispute or objection with regard thereto.

25. Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

26. The Purchaser/s agree/s and acknowledge/s that the Promoters is/are providing equipment/ systems/ appliances as mentioned in the **Annexure-8**. The Purchaser/s is/are aware that the Promoters are not the manufacturer of these systems of equipment/ systems/ appliances. The Promoters do not warrant or guarantee the use, performance or otherwise of these equipment/ systems/ appliances. The parties hereto agree that the Promoters are not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of these systems/appliances.

27. Notwithstanding any other provisions of this Agreement, the Promoters shall be entitled in their sole and absolute discretion:

- (i) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this agreement.
- (ii) The Promoters or the Society shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars shall be allowed. The Purchaser/s agree/s that the Promoters shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoters shall further have the right to reserve such number of parking spaces as the Promoters may in their absolute discretion decide to be used for parking of any person or

persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.

- (iii) The Promoters shall be entitled to become the Member of Society, in respect of all the unsold premises together with the Purchasers of the other premises in the building known as “**SUNDER NIWAS**”.
- (iv) The Promoters if necessary shall become the member of Society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoters transfers, assigns and/or disposes off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of the Society in respect of the said rights and benefits. The Purchaser/s herein and the Society will not be entitled to raise any objection to admit such assignees or transferees as the member/s of Society and shall not charge any fees or other amounts’ therefrom, save and except share money and entrance fee as per the terms and conditions of the Development Agreement.

28. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/they shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto and the Purchaser/s shall be bound and liable to render to the Promoters all necessary assistance and co-operation, to enable it to exercise and avail of the same.

29. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Premises and/or of the said Property and/or building or any part thereof, The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all rights of ownership in remaining parking spaces, external walls, glazing, cladding, lobbies, lifts, staircases, common terraces, etc. will remain with the of the Promoters until the building/ is handed over to Society as herein mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/purchasers of said Premises as herein stated.

30. Any delay or indulgence shown by the Purchaser/s in enforcing the terms of this Agreement or any forbearance or giving of time to Purchaser/s shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

31. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s under certificate of posting to his/her/their address given below;

32. The Stamp duty and Registration Charges in respect of and incidental to this Agreement and all other documents to be executed in pursuance of this agreement shall be borne and paid by the Purchaser/s alone and the Purchaser/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this agreement is found to be insufficiently or improperly stamped or otherwise howsoever.

33. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 and the rules made under there from.

34. The Purchasers and/or the Promoters shall present this Agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.

35. Any dispute between the parties shall be settled amicably. In the case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

36. 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 Courts in Mumbai shall have jurisdiction in respect of and in connection with this agreement..

37. The Permanent Account Nos. of the parties hereto is as under:-

NAME	PAN NOS.
M/s. SIDDHI SUNDAR R.R. LLP	
PURCHASER/S	

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

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land situate, lying and being at Malaviya Road, Vile Parle (East), Mumbai-400 057, bearing Plot No.69, Final Plot No.96 of Town Planning Scheme No.II corresponding C.T.S. No.1021, 1021/ 1 to 4 of Village Vile Parle, Taluka Andheri, Bombay Sub-Urban District, in the Registration Sub-District of Bandra, containing by admeasuring 796 sq. yards equivalent to 665.5 sq. meters or thereabouts.

SIGNED AND DELIVERED)
By the withinnamed “Promoters”)
M/s. SIDDHI SUNDAR R.R. LLP)
by the hands of its Designated)
Partner Mr.)
in the presence of ...)

THE COMMON SEAL of)
the withinnamed “**SOCIETY ”**)
SUNDER NIWAS CO-OPERATIVE)
HOUSING SOCIETY LIMITED)
Through its Constituted Attorney)
MR.)
in the presence of)

SIGNED AND DELIVERED by the)
withinnamed “Purchaser/s”)
MR/MS/M/S.)
in the presence of)

RECEIPT

Received of and from the within named Purchaser/s a sum of Rs._____-/-
(Rupees _____ only) as earnest money to be by him/her/them paid
to us as within mentioned the details of which are as under:

	Cheque No.	Drawn On	Amount (Rs.)
	1% TDS Amount		
Total			

WE SAY RECEIVED

For M/s. SIDDHI SUNDAR R.R. LLP

Authorised Representative / Designated Partners

Annexure -8. (List of Common Area and Amenities)

- a) Main Entrance Lobby
- b) Lift, Lobby and Landings
- c) Staircase and Staircase landing
- d) Corridors
- e) Refuge area
- f) Gymnasium Room
- g) Society Office h) Common Terrace top of the 10th Floor

DATED THIS DAY OF 2019

M/s. SIDDHI SUNDAR R.R.
LLP.....THE PROMOTERS

AND

**SUNDER NIWAS CO-OPERATIVE
HOUSING SOCIETY LTD.,.....**

.....THE SOCIETY

AND

MR/MS. _____

.....THE PURCHASER/S

AGREEMENT FOR SALE

VIMLA & CO.,

ADVOCATES & SOLICITORS

Office No.205(22A), 2nd Floor, Sir
Yusuf Building Condominium, Veer
Nariman Road, Fort, Mumbai-400 001.

