Draft of the Agreement for Sale:

THIS AGREEMENT FOR SALE is made at Mumbai this _____ day of _____, in the Christian Year Two Thousand Twenty Three **(2023)** BETWEEN **SIDDHI SUPREME BUILDCON LLP,** a limited liability partnership firm, registered under the provisions of the Limited Liability Partnership Act, 2008, having PAN No. **AEFS5097N** having its registered office at 117, Esquare, Subhash Road, Vile Parle (East), Mumbai-400 057 through its Designated Partner **KAVINDRA RATILAL SHAH**, aged 52 years, having **PAN No.AAGPS5665M,** 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 LLP and their respective heirs, executors administrators and assigns) of the **ONE PART;**

AND

_____

_____

_____

_____

_____

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 **OTHER PART**.

WHEREAS:

(a) The Hindu Friends Co-operative Housing Society Limited (hereinafter referred to as **"the said Parent Society"**) is the owner and as such the owner is entitled to all that piece and parcel of land situate, lying and being at Natwar Nagar, Road No.1, Hindu Friends Society, Jogeshwari (East), Mumbai- 400 060, bearing The said Larger Land No.33 corresponding C.T.S. No.66, 66/1 to 4 of Village Ismalia and admeasuring 905.70 sq. meters or thereabouts and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said Larger Land"**).

(b) The Manhar Co-Operative Housing Society Ltd., registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961), bearing Registration No. BOM/(W-KE)/HSG(TC)/2042/85-86 (hereinafter referred to as **"the said Society")** is in actual use, occupation and possession of the said Larger Land.

(c) By the Deed of Assignment dated 26th June, 1998 made between Uravashi Ramesh Merchant therein called and referred to as the Assignor of the First Part, the Society herein therein called to as the Assignee of the Second Part, M/s. Gemini Construction Company therein called and referred to as the Confirming Party of the Third Part and Hindu Friends Co-operative Housing Society Limited therein called to as the Original Lessors of the Fourth Part, the said Uravashi Ramesh Merchant with Confirmation of Confirming party therein agreed to assign the portion of the said Larger Land bearing No.33 corresponding to C.T.S. No.66 and admeasuring 863 sq. meters i.e. 1000 sq. yards or thereabouts but as per the Property Card of the C.T.S. No. 66 the area is shown as 841.8 sq. meter (hereinafter for brevity's sake referred to as "**the said Land"**) along with the building known as Manhar Apartments standing thereon (hereinafter for brevity's sake referred to as **"the said Existing Building"**) and more particularly described in the First Schedule thereunder hereunder written to and in favour of the said Society, for the price and upon the terms and conditions therein mentioned. The Deed of Assignment dated 26th June, 1998

is duly registered with the Sub-Registrar of Assurance at Mumbai under Serial No. BBJ-2313 of 1998 on 14th July, 1998.

(d) By the Development Agreement dated 16th March, 2023 made between the said Society herein therein referred to as the said Society of the First Part and the Sachin Tanaji Jadhav and others therein referred to as the Members of the Second Part and the said Developers herein therein referred to as the Developers of the Third Part, the Society and the Members therein granted the development rights in respect of the said Larger Land along with the said Existing Building standing thereon more particularly described in the Schedule thereunder hereunder written to the said Developers for the consideration therein mentioned. The said Development Agreement dated 16th March, 2023 is duly registered with the Sub-Registrar of Assurances at Andheri - 7 under Serial No.BDR-18-4597-2023 on 16th March, 2023.

(e) Thereafter by the Supplementary Deed of Assignment dated 10th May, 2023 made between Bharat Ramesh Merchant (the sole legal heir of the Mrs. Urvashi Ramesh Merchant) therein referred to as the Assignor of the First Part, the said Society herein therein as the Assignee of the Second Part and the said Parent Society herein therein as the Original Lessor of the Third Part, the said Assignor therein assigned conveyed and transferred to the Assignee therein herein being the said Society the remaining piece and parcel of land situate, lying and being at Natwar Nagar, Road No.1, Hindu Friends Society, Jogeshwari (East), Mumbai- 400 060, bearing The said Larger Land No.33 corresponding C.T.S. Nos. 66/1 to 4 of Village Ismalia and admeasuring 63.90 sq. meters or thereabouts (hereinafter referred to as **"the said Remaining Land"**) mare particularly described **secondly** in the Schedule hereunder written for the covenants therein mentioned. The said Supplementary Deed of Assignment dated 10th May, 2023 is duly registered with the Sub-Registrar of Assurance at Andheri-4 under Serial No. BDR15-7330-2023 on 10th May, 2023.

(f) In the circumstances herein above, the Developers are entitled to develop the said Larger Land as per the terms of the Development Agreement dated 16th March, 2023.

(g) The said Larger Land is in residential zone.

(h) The Property Card in respect of the said Larger Land stands in the name of the said Parent Society as the Owner thereof and the name of Bharat Rameshbhai Merchant is shown as the Lessee of the said Larger Land as the legal of the Mrs. Urvashi Ramesh Merchant.The photocopy of the extract of property register cards are annexed hereto as **Annexure "3".**

(g) In pursuance of the Development Agreement, the Society handed over the vacant and peaceful possession of the Property to the Promoters and the Promoters demolished the Existing Building then standing on the said Larger Land and as a result thereof the Promoters are entitled to construct the New Building on the said Larger Land known as **"SIDDHI-MANHAR"** (hereinafter for sake of brevity referred to as **"the Building"**) and the Promoters are entitled to deal with and dispose of the Entitlement of the Promoters therein.

(h) Accordingly, the Promoters are absolutely entitled to construct the Building on the said Larger Land 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 Building for such consideration, as they deem fit and proper.

(i) The Promoters have also entered into an agreement with Architects M/s. H.M. JHAVERI & SONS registered with the Council of Architecture and the Promoters have also appointed a Structural Engineer for structural designing and drawings of the Building to be constructed on the said Larger Land and the Promoters have accepted the professional Supervision of the Architect and the Structural Engineer till the completion of the Building.

(j) In pursuance of the Development Agreement dated 16th March, 2023 the Promoters have got approved the Building plan from the BMC vide I.O.D. bearing No. P-16341/2023/(66)/K/E Ward/Ismalia/ IOD/1/New Dated 09-06-2023 and have also obtained the Plinth Commencement Certificate bearing No. P-16341/2023/(66)/K/E

Ward/Ismalia/CC/1/New Dated 24-07-2023 for the commencement of the construction of the Building to be constructed on the said Larger Land more particularly described in the First Schedule hereunder written. While sanctioning the Building plan, Brihanmumbai Municipal Corporation has imposed certain terms and conditions. In accordance therewith, the Promoters have given an undertaking to the Brihanmumbai Municipal Corporation. The copies of the **I.O.D.** and **C.C.** are annexed hereto as **Annexure "1" and "2"** respectively.

(k) The Promoters have represented to the Purchaser/s that they will construct the multistoried Building on the said Larger Land **consisting of puzzle mechanized car parking spaces** as per the sanctioned plan and/or amended plan duly approved by the BMC or as and when the same to be further amended from time to time.

(l) While sanctioning the plan the concerned Local Authority, BMC and/or State and Central Government had laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Larger Land and construction of the Building. Such terms and conditions shall also be fulfilled and/or complied by the Purchaser/s individually and/or jointly by the Society.

(m) The Purchaser/s demanded from the Promoters and the Promoters have given to the Purchaser/s an inspection of all the documents of title relating to the Property and the lay out plan, plans, floor plans, designs and specifications prepared by the Promoters' Architect and all such other documents as are specified under the as per the provisions of the Real Estate (Regulation & Development) Act, 2016 **('the Act')** and the Rules made there under and have inspected all the plans and specifications and also the Promoters have furnished to the Purchaser/s the copies of all the deeds, documents and writings relating to the rights of the Promoters to develop Property (including the Transaction Documents) and has also furnished to the Purchaser/s copies of all the approvals and sanctions (including the Building Plan) obtained by the Promoters from BMC and all other statutory and relevant authorities for the development of the Property as per the provisions of the Act and the Purchaser/s have duly

examined and verified the same and is/are satisfied with the same and on the basis thereof has/have agreed to purchase the Premises. The Purchaser/s has/have read all the terms and conditions of the title documents and is/are satisfied with the title of the Promoters in respect of the Property and the Purchaser/s 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.

(n) A copy of Certificate of Title dated 18th May, 2023 issued by Vimla & Co., the Advocates & Solicitors of the Promoters, showing the nature of title of the Promoters to the said Larger Land on which the proposed Building to be constructed and the copy of the title certificate dated 18th May, 2023 is annexed hereto as **Annexure "4"**;

(o) The Building will be constructed for the purpose of **commercial cum residential** and Purchaser/s shall not be entitled to use the same for any other purpose without obtaining the prior written consent form the Promoters and/or concerned authorities.

(p) Pursuant to the negotiations held between the Promoters and the Purchaser/s, the Purchaser/s has/have agreed to purchase from the Promoters, on ownership basis, more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as **"the Premises"** and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure "5"** and the **amenities in the said Premises and the common amenities in the Building** is more particularly mentioned in the **Third Schedule** hereunder written for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **"the Consideration"** payable to the Promoters in the manner set out thereunder written and on the detailed terms and conditions agreed between the Promoters and the Purchaser/s as recorded herein.

(q) The Purchaser/s has/have entered into this agreement with full knowledge of all the terms and conditions contained in the development agreement, documents, undertakings, papers, plans etc., recited as referred in this Agreement;

(r) Under the Act, the Promoters are required to execute an Agreement for Sale of the Premises to the Purchaser/s being these presents as 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 the multistoried residential building known as **"SIDDHI-MANHAR"** (hereinafter for referred to as "the **Building"**), as per the layout and Building plans sanctioned by BMC and the sanctioned plans and/or amended plans which have been seen and approved by the Purchaser/s.

3. The Purchaser/s declare/s that:

(i) prior to the execution of this Agreement, the Purchaser/s has/have taken inspection of all relevant documents and have received the copies thereof from the Promoters and the Purchaser/s has/have satisfied himself/herself/themselves/itself fully in respect of the Promoters' Title to the Property and seen the site and have further informed that all the common amenities will be handed over to the Society upon the completion of the Building 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 Purchaser/s has/have read and understood and is fully aware of the terms and conditions of the I.O.D., C.C. etc., the Promoters' rights, liabilities there under and in respect of the Property and the Promoters' Entitlement in the Building, which shall absolutely belong to the Promoters and the Purchaser/s hereby accord his/her/their/its express "No Objection" thereto and further hereby agree/s to accept the terms and conditions unconditionally and absolutely and further that the Promoters have agreed to sell and transfer the Premises to the Purchaser/s, expressly relying on the

assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.

(iii) 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 puzzle/stack pit mechanized car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters and 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.

(iv) the Purchaser/s has/have been informed by the Promoters that the percentage of the undivided interest of the Purchaser/s in the Property shall be in proportion of the area of the Premises agreed to be sold hereunder to the total area of the Building.

(v) the Purchaser/s shall have right title and interest in respect of the Premises only and shall have no right title or interest in respect of the common area by the Promoters herein in any manner whatsoever save and except the rights to use granted hereunder.

4. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the Premises, more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as **"the Premises"** and shown in **red hatched lines** on the typical floor plan annexed hereto and marked as **Annexure "5" with such amenities in the said Premises and the common amenities in the Building,** more particularly mentioned in the **Third Schedule** hereunder written for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **"the Consideration"** payable to the Promoters in the manner set out in thereunder written, subject to deducting the TDS @ applicable rate as per the prevalent provisions of the Income Tax Act, 1961 and as amended and TDS certificate on each such installment shall be handed over to the Promoters including the proportionate price of the common areas and facilities appurtenant to the Premises as herein mentioned. The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26 QB to the Director General of Income-tax (System) or to the person

authorized by her/him/them in that behalf, within seven (7) 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 (15) 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/her/them, so as to enable the Promoters to give credit to the Purchaser/s for the same.

The time for payment of each of the installments/ payment/ deposits to be made by the Purchaser/s, is the essence of the contract and the Purchaser/s shall be liable to pay to the Promoters interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent on all amounts due and payable by the Purchaser/s under this Agreement, if any, such amount remains unpaid for a period of seven (7) days or more after becoming due in terms aforesaid and hereunder.

In case of the dishonor of any cheque, issued by the Purchaser/s or any of 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 minimum of Rs. 1000/- (Rupees One Thousand Only) per instance per day of delay, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15(fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs. 1,000/- (Rupees One Thousand Only) per instance per day of delay shall increase to Rs.10,000/- (Rupees Ten Thousand Only) per instance per day of delay.

5. The Purchaser/s is/are fully aware that as per prevalent statute, GST is leviable/applicable on the purchase price payable hereunder and consequently the amount of each 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 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 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 amount and/or any other taxes levied thereon etc., Provided Further that, if on account of change/ amendment in the present statute or laws, rules, regulations and policies or enactments of new legislation or 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 the 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 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 rights of the Promoters to receive interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent on all amounts due and payable by the Purchaser/s on the delayed payments, if the Purchaser/s commit default: (a) in payment of any of the installments 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 allottee committing three defaults of payment of installment, inspite of 15 (fifteen) days' notice to be sent by the Promoters to the Purchaser/s (prior to the Purchaser/s taking possession of the 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 three defaults on the due dates 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 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 shall have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of its 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and/or any other amount including but not limited to brokerage charges, GST, interest payable for delay payment etc., which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said Premises which may till then have been paid by the Allottee to the Promoter.

9. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Premises along with the **puzzle mechanized car parking spaces for the lump sum consideration as mentioned in the** Second Schedule hereunder written.

The Promoters will be entitled to allot the parking spaces out of the Entitlement of the Promoters **("the Parking Space")** for the Purchaser/s of the Premises in the Building.

The Promoters shall be fully entitled and shall have the exclusive right and discretion to allot (for the purposes of use of) the parking space (s) to the Purchaser/s of Premises in the Building in such manner as they deem fit.

Such allotment of a parking vehicles would entitle the Purchaser/s only to an exclusive use of a particular parking space vis-s-vis the Premises and hereinafter referred to as **"the Parking Space"** as a limited common area

and facility. Any reference to allotment of the Parking Space in this Agreement shall mean the exclusive right of the Purchaser/s to the Parking Space allotted to the Purchaser/s vis-a vis the Premises as limited common area and facility and nothing further and the same shall in no manner be constructed as a sale or disposal of the Parking Space.

The Parking Space allotted to the Purchaser/s vis-a vis the Premises forms an integral part of the Premises and cannot be dealt with separately in isolation from the Premises by the Purchaser/s.

The Purchaser/s is/are aware that similar exclusive usage rights of the respective parking spaces to other purchasers of the Premises shall be granted by the Promoters and that the same shall be binding on the Purchaser/s, his/her/their/its assigns and nominees. The details of the allotment of the Parking will be handed over to the Buildings' Society as and when the charge is handed over to the Society by the Promoters.

10. The common areas, facilities, common amenities in the Building including that may be usable by all the Purchaser/s alongwith the other Purchaser /s in the Building on a non-exclusive basis are set out in the **Third Schedule** hereunder written (Common Amenities) annexed hereto and the same is subject to change.

It is further agreed that the Purchaser/s has/have the right to use the common amenities as more particularly described in the **Third Schedule** hereunder written and provided across the Property however, subject to the compliance of Rules, Regulations and Bye-Laws of the Common Organization and on payment of regular maintenance charges.

11. 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/its servants/any outsiders are not permitted to use the same.

12. The Purchaser/s shall not intervene into the smooth functioning of the construction/development activity, if in any manner whatsoever in

case if any work is going on and be carried out by the Promoters or any prospective purchasers, the Purchaser/s has/have agreed not to raise any objection in this regard, whatsoever.

13. 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 Premises agreed to be sold to him/her/it/them hereunder and in terms of these presents.

14. (i) The possession of the Premises shall be delivered by Promoters to the Purchaser/s on or before _____**;** **PROVIDED THAT** all amounts due and payable by the Purchaser/s herein including the consideration have been paid in full and the Purchaser/s has/have otherwise complied with the terms and conditions of this Agreement **PROVIDED HOWEVER** the Promoters are entitled to reasonable extension of time for giving delivery of the Premises on the Possession Date if the completion of the Building in which the Premises is situated, is delayed on account of any force majeure/vis majeure event including the following clause 14(ii) ("**Force Majeure**"):-

(ii) Notwithstanding anything contained to the contrary herein, the Promoters shall not incur any liability, if it is unable to deliver possession of the Premises by the aforesaid date, if the completion of the Building is delayed on account of any force majeure events; i.e. (i) war, civil commotion or act of God, (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/Court.

(iii) The Promoters may complete any part thereof or floors of the Building or any part thereof and obtain part occupation certificate and give possession of the Premises to the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection for the same and shall take the possession failing which all the consequence as herein above mentioned will be applicable. After giving the

possession of the Premises also the Promoter/s or their agents or contractors shall carry on the remaining work with the Purchaser/s occupying the Premises. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchaser/s. The Promoters shall endeavor to minimize the cause of nuisance or disturbance.

(iv) The Purchaser/s shall alone be liable to carry out the internal furnishing work in the Premises and the Promoter/s shall not be liable for the same in any manner whatsoever.

(v) The Purchaser/s shall pay to the Promoters till the Promoters hand over the charge of the completed Building to the Society the maintenance charges on or before the due date as per the rules and regulations of the Society.

15. If the Promoters fails to abide by the time schedule for completing the Real Estate Project i.e. the Building and for handing over the 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 Courier/E-mail/Registered Post A.D. at the address provided by the Promoter **("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 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 Courier/E-mail/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 (thirty) 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 calculated at the rate of the State Bank of India highest Marginal Cost of Lending Rate plus two percent thereon 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 Premises and the Promoters shall be entitled to deal with and/or dispose of the Premises in the manner it deems fit and proper.

In case if the Purchaser/s elects his/her/its/their remedy under sub-clause (i) above then in such a case 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 Premises and/or any claim arising out of this Agreement and the Promoters shall be at the liberty to sell and dispose of the Premises to any other person at such price and upon such terms and conditions as the Promoters may deem fit and proper.

(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 aforesaid Building is not completed and/or the possession of the Premises is not given to the Purchaser/s, the only responsibility and liability of the 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 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 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 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 the Purchaser/s, then in such case the Promoters shall be entitled to demand the additional amount from the Purchaser/s towards the consideration and the Purchaser/s shall not object for the payment of the additional amount on any ground whatsoever, which additional amount shall be payable by the Purchaser/s prior to taking possession of the Premises without any delay. 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 the **Fourth Schedule** hereunder written.

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

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

(iii) Provided that if within a period of five years from the date of handing over the said Premises to the purchaser/s , the Purchaser/s bring/s to the notice in writing, of the Promoters any structural defect in the Premises or the Building in which the Premises is situated or the material used in the construction of the Building, then, wherever possible such defects shall be rectified by the Promoters, as per the Act, at their own costs 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 or change. However, if the Purchaser/s carry out any alteration or addition or change in the Premises and/or the 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/its/their own cost/s.

(iv) The Purchaser/s shall take possession of the Premises within a period of 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the Premises is ready for use and occupation. On the expiry of the period of 15 (fifteen) days from the date of such notice in writing given by the Promoters to the Purchaser/s that the Premises is ready for use and occupation, irrespective of whether the possession of the 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 Premises) of all outgoings in respect of the Property and the Building, namely local taxes, property tax, betterment charges, premium, if any payable to the BMC, 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 Property and such parts thereof and the Building thereon to the Promoters, until the Building is completed in all respect and 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 Premises, the Purchaser/s agree/s that the Purchaser/s shall be liable to pay holding charges at the rate of Rs.25/- (Rupees Twenty Five Only) per square feet of built up area of the Premises per month to the Promoters over and above the maintenance charges, property tax, etc.,

(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 as applicable at the time of handing over the possession towards outgoings and maintenance expenses for Premises. However, the Purchaser/s shall before taking possession of the Premises pay to the Promoters the sum as applicable at the time of handing over the possession 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 shall remain with the Promoters till the charge of the Building is handed over to the Society, if any, the Promoters shall transfer the balance amount to and in favour of the Society. In case of the deficit of the maintenance charges as herein mentioned above, then in such case the Purchaser/s shall further pay his/her/its/their proportionate share of outgoings and after the 12 (twelve) 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 and shall not withhold the same for any reason whatsoever.

17. The Purchasers shall at the time of delivery of possession of the Premises pay to the Promoters the following amounts:-

(i) Rs. _____/- (Rupees _____ only) being agreed amount towards the legal charges;

(ii) Rs._____/- (Rupees _____only) towards share application money, admission fees and remittance amount;

(iii) Rs._____/- (Rupees _____only) for water meter, electric meter, sewage connection;

(iv) Rs._____/- (Rupees _____ only) being the development charges;

Total Rs._____/- (Rupees _____ Only); and

(v) 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.

18. The Promoters shall, without being accountable to utilize the sum as mentioned in **Clause 17(i), (iii), (iv) and (v)** 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 17(i), (iii), (iv) and (v)** for the purposes mentioned herein.

19. The Promoters shall maintain a separate account in respect of sums mentioned in **Clause 17 (ii)** above from the Purchaser/s on account of share money, admission money and remittance amount respectively shall utilize the amounts only for the purposes for which they have been received.

20. The Promoters shall have a first charge and lien on the Premises in respect of any amount payable by the Purchaser/s under the terms and conditions 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 they may deem fit without affecting or prejudicing the rights of the Purchaser/s in the Premises and the Promoters shall pay only property tax in respect of the

unsold premises and the Promoters shall not be liable to pay any general maintenance in respect thereof to the Society nor the Purchasers shall object for the same on any ground whatsoever.

22. The new name of the Building shall be **"SIDDHI –MANHAR"** and the sign/name board on the Building shall and will always mentioned the Building name i.e. **"SIDDHI –MANHAR"** the project by **"SIDDHI SUPREME BUILDCON LLP"** 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/itself/themselves with intention to bind all persons into whosoever hands the Premises may come, doth hereby covenant/s with the Promoters as follows:

(a) **TO MAINTAIN** the Premises at Purchasers' costs in good tenantable repair and condition from the date the possession of the Premises is taken the 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 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 Premises is situated and the Premises or any part thereof.

(b) **NOT TO STORE** in the Premises or any other part of the Building or on any portion of the Building 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 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 Premises is notified by the Promoters as being ready for use and occupation, at his/her/ /its/their own cost/s, the Premises and to carry out all internal repairs in the Premises and maintain the 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 Building or the 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 Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the Premises/elevation and outside colour scheme of the Building and to keep the portion partitions, sewers, drains and pipes in the 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 Premises without the prior written permission of the Promoters and/or the Society. Further the Purchasers undertakes not to do any other alteration in the guise of finishing work that may be in violations of the terms and conditions of the sanctioned plans and/or any other undertaking given by the Promoters to the BMC or any other concerned authorities. In case on account of any alterations being carried out by the Purchaser/s in the 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 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) and further in the event of any finishing work done by the Purchaser/s in violation of the sanctioned Building plans etc., and if the same results in the Promoters not being able to get the Occupation Certificate, then in such case the Promoters shall not be liable for the same and Purchasers shall make good all the losses incurred by the Promoters for the same and shall further restore the Premises as per the sanctioned plan without causing any further damage to the Promoters and/or to the other premises in the Building.

(e) **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Government, BMC, 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 Premises in the compound or any portion of the The said Larger Land and the Building.

(g) **NOT OBJECT** the Purchaser/s of the attached terrace with his/her/its/their Premises and use thereof and in case if such purchaser enclose the same or make such terrace the part of his/her/its/their Premises and in such case the Purchaser/s herein shall not object for the same on any ground whatsoever.

(h) **PAY TO** the Promoters within 7 days of demand by the Promoters his/her/its/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.

(i) **PAY TO** the Promoters till the Promoters hand over the charge of the Building to the Society as the case may be the proportionate municipal taxes, maintenance charges, maintenance of the parking spaces and all other outgoings in respect of the Building in which the Premises is situated, irrespective of the Premises being occupied

by the Purchaser/s on receipt of Occupation Certificate/on talking 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 known as **"SIDDHI-MANHAR"** and the Purchaser/s shall enjoy the common area and amenities, Hereunder, upon Promoters handing over the possession of the Premises to the Purchaser/s.

(j) **TO BEAR** and pay within 15 days from the date of intimation to take the possession of the Premises, the proportionate share (i.e. in proportion to area of the Premises) of outgoings in respect of the 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 Building and land appurtenant**.** At the time of being handed over possession of the Premises, the Purchaser/s shall also pay to the Promoters the maintenance as herein above mentioned towards initial outgoings and expenses.

(k) **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit under this Agreement or the Premises or part with the possession of the Premises or any part thereof until all dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the 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 Premises as a trespasser and to deal with her/him/them accordingly including without

prejudice to charge compensation from the Purchaser/s and the person on account of such breach.

(l) **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 Premises 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 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 laid down by the Promoters and the Society regarding the occupation and use of the 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.

(m) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the Premises/Building in the Property, forthwith on being called upon to do so by the Promoters/Society and in the event the Purchaser/s failing to remove the obstruction/nuisance, they may be removed by the Promoters/ Society at the costs and consequences of the concerned Purchaser/s.

(n) **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/amenities/service line/infrastructure of and/or relating to any of the Building or the Premises on the 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 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 Property or part thereof and the Building or any part thereof to view and examine the state and condition thereof.

(o) **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 payment and/or comply with the 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 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.

(p) **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 Premises 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.

(q) **NOT TO PUT UP** or install box grills outside the windows of the 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.

(r) **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.

(s) **TO INSTALL** air-conditioner/s only in the space/s provided in the 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 Premises, or be required to be affixed/installed outside the 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.

(t) **TO KEEP** upon the receipt of the possession of the Premises insured against loss or damage by fire or any other calamities for the full value thereof.

(u) 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 Premises agreed to be acquired by him/her/it/them.

(v) **NOT TO** put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the Building whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the Premises.

(w) **SHALL NOT** be entitled to any rebate and/or concession in the price of his/her/its/their 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 Premises and/or the Building and/or any part thereof.

(x) **SHALL NOT** interfere in any manner in any work of development of construction or the renovation work carried by other purchasers of the Premises in the Building.

(y) The Promoters have informed 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 Property.

(z) The Promoters have further informed the Purchaser/s that all the expense and charges (maintenance and up keeping) of the Common Area and Amenities and conveniences may be common and the Purchaser/s along with other Purchaser/s of the Premises in the Building constructed on the said Larger Land , 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. 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. 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 "**"SIDDHI-MANHAR"**.

(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 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.

26. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/it/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.

27. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the Premises and/or of the Property and/or Building or any part thereof, the Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/it/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 Premises as herein stated.

28. 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.

29. 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 by Registered Post/Speed Post/Email to his/her/it/their address given below;

_____

_____

_____

30. The Stamp duty on this Agreement shall be borne and paid by the Promoters alone and all other expenses including the Registration fees payable to the concerned authorities to be borne and paid by the Purchaser/s alone.

31. 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.

32. 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.

33. 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.

34. 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..

35. The said Project is registered under the said Act under No._____. The copy of the RERA Registration Certificate is annexed hereto as the **Annexure-"6".**

36. The Permanent Account Nos. of the parties hereto are as under:-

NAMES	PAN NOS.
SIDDHI SUPREME BUILDCON LLP	**AEFS5097N**
KAVINDRA RATILAL SHAH	**AAGPS5665M**

THE FIRST SCHEDULE ABOVE REFERRED TO:

Firstly: All that piece and parcel of land situate, lying and being at Natwar Nagar, Road No.1, Hindu Friends Society, Jogeshwari (East), Mumbai- 400 060, bearing Plot No.33 (pt) corresponding C.T.S. No. 66 of Village Ismalia and admeasuring 863 sq. meters i.e. 1000 sq. yards or thereabouts but as per the property card the area is admeasuring 841.8 sq. meters.

Secondly: All that piece and parcel of land situate, lying and being at Natwar Nagar, Road No.1, Hindu Friends Society, Jogeshwari (East), Mumbai- 400 060, bearing Plot No.33 (pt) corresponding bearing C.T.S. Nos. 66/ 1 to 4 in all admeasuring 63.90 sq. meters.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Premises and the puzzle/stack pit mechanized car parking spaces as herein referred)

1.	**The Premises**	**Flat No.**_____ being the Premises admeasuring _____ sq. meters (carpet area) approximately equivalent to _____ square feet (carpet area) on the

		___ Floor of the Building known as ""**SIDDHI -MANHAR"**.
2.	**puzzle mechanized car parking spaces**	

THE THIRD SCHEDULE ABOVE REFERRED TO:

A. The Amenities in the said Premises

B. (common areas, facilities and infrastructural facilities)

1. Pump Rooms.
2. Water Tanks and overhead.
3. Plumbing network.
4. Drainage, storm water and sewage lines in the Buildings.
5. Exterior Plumbing fixtures for the Buildings.
6. Fire Fighting and Fire Detection System for the Buildings.
7. External storm water drains.
8. Rain water-harvesting equipment.
9. Compound wall and entrance gates.
10. Common toilet for servants/drivers.
11. Electrical and low voltage cabling/wiring network.
12. Meter Room areas in the /Buildings.
13. Staircase and main passage and other passages.
14. Entrance area/Lobby on the ground floor in the Buildings.
15. Staircase Entrance Areas.
16. Elevator Shaft/MRL in the Buildings.
17. Necessary light and water connections.
18. Elevators of reputed make.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Meaning of the Terms and Expressions defined in this Agreement)

Sr. No	Terms and Expressions	Meaning and Description
1.	**Consideration**	
2.	**Developer's Escrow Account**	**SIDDHI SUPREME BUILDCON LLP** **Escrow A/c. No.** **Name of the Bank to be incorporated**
	If there is loan of Bank then you have to mention the account Number of the Bank	**NIL**

(Schedule/manner of payment of purchase price by the Purchaser/s to the Promoters)

The Purchaser/s have paid on or before the execution of this Agreement a sum of Rs._____ /- (Rupees _____ Only) (not exceeding 10% of the total consideration amount) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs._____ (Rupees _____ Only) in the following manner:-

Sr. No.	Amount (Rs.)	Stage	
1.		After execution of this Agreement	Not exceeding 30% of the total consideration
2.		On completion of plinth of the building or wing in which the Premises is located	Not exceeding 45% of the total consideration
3.		On completion of slabs including podiums and stilts of the building or Wing in which the Premises located	Not exceeding 70% of the total consideration
4.		On completion of walls, internal plaster, floorings, doors and windows of the Premises	Not exceeding 75% of the total consideration
5.		On completion of Sanitary fittings, staircases, lift walls, lobbies upto floor level of the Premises	Not exceeding 80% of the total consideration
6.		On completion of the external plumbing and external plaster, elevation, terrace with waterproofing of the Building or Wing in which the Premises is located	Not exceeding 85% of the total consideration
7.		On completion of lifts, water pumps, electrical fittings, electro, mechanical and environment if applicable requirements	Not exceeding 95% of the total consideration

		as may be prescribed in this Agreement of the Building or Wing in which the Premises is located	
8.		At the time of handing over of the possession of the Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate	Balance

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

SIGNED AND DELIVERED)
By the withinnamed **"Promoters"**)
SIDDHI SUPREME BUILDCON LLP)
by the hands of its Designated)
Partner

KAVINDRA RATILAL SHAH **)**

in the presence of …)

SIGNED AND DELIVERED)
by the withinnamed **"Purchaser/s"**)

_____)
in the presence of …….)

RECEIPT

Received of and from the withinnamed Purchaser/s a sum of Rs._____/- (Rupees _____ only) being the **earnest and/or deposit** amount towards the total consideration amount paid by the Purchasers to the Promoters as within mentioned the details of which are as under:

Date of NEFT	Amount (Rs.)	TDS deducted	Net Amount (TDS+Amount Received)
Total			

WE SAY RECEIVED

For **SIDDHI SUPREME BUILDCON LLP**

KAVINDRA RATILAL SHAH
Designated Partners

****

DATED THIS DAY OF , 2023

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SIDDHI SUPREME BUILDCON LLP

.....THE PROMOTERS

AND

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..... 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.