

***All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.***

**ALLOTMENT LETTER**

Dated:

To,

[●]

Dear Sir/Madam,

**Re:** Allotment of apartment/flat/unit no. [●] on the [●] floor, in the building named/No. as [●], Wing [●] ("Apartment/Flat"), in the project "GODREJ UPAVAN", ("Project").

We refer to your Application Form recorded on \_\_\_\_\_ ("Application Form") and are pleased to inform you that we have allotted you the Apartment/Flat subject to the following terms and conditions:

- (i) All definitions, terms & conditions set out in your Application Form, including payment schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you.
- (ii) The Sale Consideration payable for the Apartment/Flat is Rs.[●]/- (Rupees [●] only) as set out in the Application Form.
- (iii) We acknowledge the receipt of the [●]% being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed to the Application Form, time being the essence of this transaction.
- (iv) Please note that this allotment of the Apartment/Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed

Allotment Letter within [●] ([●]) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the Apartment/Flat on the terms and conditions as specified in this Allotment Letter.

- (v) Please note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within [●] ([●]) days from the date hereof, failing which, we are entitled to charge Interest as mutually agreed under the terms of the Application Form. Without prejudice to our right to charge Interest, in the event you fail to come forward for registration of the Agreement for Sale within the timelines stipulated above, we at our sole discretion reserve our right to cancel this Allotment Letter / Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
- (vi) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment/Flat in your favor. A draft of Agreement for Sale has been uploaded on RERA website for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,  
Yours sincerely,

For **Prakhhyat Dwellings LLP**

**Authorized signatory**

**APPLICATION FORM**

Sales order No :	Customer ID :	Date:
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To,	
Prakhhyat Dwellings LLP ("LLP/Developer"), Godrej One, 5 <sup>th</sup> Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079	.

1	2	3

I/We, the Applicant/s mentioned below, request that we be allotted a residential flat / unit / apartment / unit in "Godrej Upavan", project situated at village Bhadwad and Temghar, Taluka Bhiwandi, District Thane ("Project") details whereof are as under terms of this Application Form.

**1. APPLICANT/S DETAILS**

<b>IN CASE OF INDIVIDUAL</b>			
	1 <sup>st</sup> Applicant/s	2 <sup>nd</sup> Applicant/s	3 <sup>rd</sup> Applicant/s
Full Name (in capital)			
Date of Birth			
PAN			
Nationality & Residential Status			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Payment share for TDS			

**Note:** Applicant's passport size photograph and photocopies of PAN Card/OCI/PIO and Voter Card to be mandatorily submitted along with this Application Form. All compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant/s. By providing Applicant's personal information in this Application Form, the Applicant/s hereby consents and authorizes Godrej Properties Limited or/and its affiliates to communicate with the Applicant/s by email(s), call(s), SMS(es), WhatsApp, electronic communication(s) using digital media or via any other mode of communication in relation to any of the information pertaining to the Project.

<b>In case of Company/ Partnership Firm/ LLP /Trust / HUF/</b>	
Name	
Date of Incorporation/ Formation	
PAN/CIN/LLPIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta/Trustee	

**Note:** If Applicant/s is Company, Partnership Firm, Limited Liability Partnership (LLP), Trust, Hindu Undivided Family (HUF), the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement (f) Trust Deed (g) HUF PAN (h) Board/Partner/Trust's Resolution authorizing this purchase along with the name of the authorized representative/Partner. Please affix the official stamp/signature of the respective Company//Partnership Firm/LLP/Trust/HUF as may be applicable.

<b>2.</b>	<b>MODE OF BOOKING</b>
	Direct or Channel Partner : _____  Name of the Developer's sale's representative _____  Name, contact number, stamp and signature of Channel Partner (if applicable): _____  (RERA Registration No _____, Valid upto _____)
<b>3.</b>	<b>PURPOSE OF PURCHASE: Investment _____ Self-Use _____</b>
<b>4.</b>	<b>FINANCE FROM BANK/FINANCIAL INSTITUTION: YES / NO</b> If yes, Preferred Financial Institution: _____.

### 5. DETAILS OF FLAT/UNIT ("Flat"/"Unit") SALE CONSIDERATION AND ESTIMATED OTHER CHARGES

<b>I. Flat/Unit Details</b>		
<b>A</b>	Details of Flat/Unit Flat/Unit No.: _____, ___ Floor, Tower: __. The Floor Plan demarcating the Flat/Unit is attached as <b>Annexure A</b> .	
<b>B</b>	Location of Building As shown shaded in _____ in the Plan attached as <b>Annexure B</b> hereto.	
<b>C</b>	Area (in square meters only)	
	Carpet Area*	
	Exclusive Areas**	
	<b>Total Area#</b>	
<b>D</b>	Covered Car Park Space(s)	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Independent</td> <td style="width: 50%; text-align: center;">Dependent</td> </tr> </table> <i>Please mention the number of covered car park(s). Mention '0' where not applicable.</i>	Independent
Independent	Dependent	
<b>E</b>	Specification(s) of Flat/Unit As per <b>Annexure C</b> . <b>[Note: - In case any fitting and fixtures are described of a particular brand then to put a qualification of price range in case such particular brand is not provided/is not available.]</b>	

	<b>F</b>	Common Areas and Facilities	As per <b>Annexure D.</b>
<b>II.</b>	<b>Sale Consideration</b>		
	<b>A</b>	Flat/Unit Carpet Area	Rs. _____ /- [ <b>Internal Note:- Please round up the amount</b> ]
	<b>B</b>	Exclusive Areas	Rs. _____ /-
	<b>C</b>	Covered Car Parking Space(s)	Rs. _____ /-
	<b>D</b>	Proportionate Common Areas Charges including Club house development Charges calculated on the Carpet Area	Rs. _____ /-
	<b>E</b>	Facilities	Rs. _____ /-
	<b>Total (Rounded off)</b>		Rs. _____ /- (Rupees _____ Only)
<b>F</b>	Payment Schedule	As per <b>Annexure E.</b>	
<b>III.</b>	<b>Estimated Other Charges</b>		As per <b>Annexure E.</b>

\*"Carpet Area" shall mean net usable floor area of the Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Flat/Unit for exclusive use of the Applicant/s and exclusive open terrace area appurtenant to the Flat/Unit for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Flat/Unit.

\*\*"Exclusive Areas" shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Flat/Unit and meant for exclusive use of the Applicant/s and other areas appurtenant to the Flat/Unit for exclusive use of the Applicant/s.

#"Total Area" shall mean the Carpet Area and Exclusive Areas collectively.

<b>6.</b>	In addition to the sale consideration, estimated other charges, we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:	
	a)	All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), lease rent, lease premium, if applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies (" <b>Statutory Charges/ Other Charges</b> ") in respect of the Flat/Unit and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges, fees, etc. decided/quantified by the Developer shall be binding on me/us.
	b)	Further, since timely deduction of TDS and payment of the same to the authorities is Applicant's responsibility under Section 194-IA of the Income Tax Act, 1961, the Applicant/s may hereby authorize the Developer to initiate the process of paying TDS amounts to the authorities, by signing TDS Authorization Letter mentioned in <b>Annexure F</b> , which stipulates the broad terms and conditions of the same.
c)	All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat/Unit including this Application Form and/or the Allotment Letter and/or the Agreement for Sale (as defined below) as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Developer.  For the purpose of this Application Form, " <b>GST</b> " means and includes any tax imposed on the supply of goods or services or both under GST Law. " <b>GST Law</b> " shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc. "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including	

	amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.															
7.	I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Exclusive Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party. I/We am/are aware and I/we confirm that the advisements / publicity material released do not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the applicable Rules framed thereunder and I/we am/are not relying on the same for my/our decision to purchase the Flat/ Unit. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel, by the Developer or a third party. I/We acknowledge that I/we have not relied upon the interiors depicted / illustrated in marketing collaterals/ the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout/ furnishing options without any obligation on the part of the Developer to provide the same.															
8.	I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer or any of its affiliates with respect thereto.															
9.	Save and except the information / disclosure contained herein and on RERA website, I/we confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement for Sale or refund of monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement for Sale or the RERA website.															
10.	I/We have fully read and understood the Terms and Conditions attached hereto as <b>Annexure G</b> which contains broad terms and conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on RERA website and hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated charges and payment terms as set out herein. The Terms and Conditions as mentioned in <b>Annexure G</b> forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.															
11.	I/We have taken the decision to purchase the Flat/Unit in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.															
12.	I/We hereby confirm that, I/we have made the payment of the Application Money ( <i>defined hereunder</i> ) towards the Flat, details whereof are as under: <table border="1" data-bbox="252 1451 1596 1624"> <thead> <tr> <th>Payment Type</th> <th>Bank Name</th> <th>Amount</th> <th>Branch</th> <th>Transaction ID</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>I/We hereby understand that any payment shall be subject to realization and/or actual credit in Developer's bank account.</p>	Payment Type	Bank Name	Amount	Branch	Transaction ID										
Payment Type	Bank Name	Amount	Branch	Transaction ID												
13.	In the event, the Developer is required to refund any amounts in terms of this Application Form, the Developer may refund such amounts in the below Bank account. I/We agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of my/our failure in this regard. <table border="1" data-bbox="258 1899 1576 1989"> <thead> <tr> <th>Name of Account Holder</th> <th>Bank Account No.</th> <th>Name of the Bank and Branch</th> <th>IFSC</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC											
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ANNEXURE [•]

Annex - FLOOR PLAN

ANNEXURE [•]

Annex- LOCATION

ANNEXURE [•]

Annex- Map showing Right of way

ANNEXURE [•]

Provide details of Specification

ANNEXURE [•]

Provide details of Common Areas and Facilities

ANNEXURE [•]

Payment Schedule and Estimate Other Charges

ANNEXURE [•]

TDS Authorization Letter

**ANNEXURE [●]**  
**TERMS & CONDITIONS**

The Applicant/s agrees, acknowledges, confirms and covenants that:

(a) The Applicant/s is/are aware that:

- A. The Developer is entitled to larger property bearing Sy. No. \_43/1,44/1/2, 44/3/1, 44/3/2, 44/4, 44/5, 44/6, 43/3, 44/2/2, 40/1/2, 40/5, 40/7, 40/12, 83/3, 83/6, 83/7, 83/9, 40/13/2, 40/13/1/A, 40/10, 45/2/2, 45/4, 45/8, 45/12, 58/7/1, 58/7/2, 58/8, 58/9, 58/12, 58/18, 40/2, 45/5, 44/2/1, 44/2/3, 45/3/2, 45/6, 45/9, 45/1, 58/6, 40/3, 40/4, 42, 43/2, 45/7, 58/11, 58/13, 58/17, 58/21, 58/22, 40/6, 44/1/1, 58/20/1, 58/20/2, 58/19, 45/3/1, 40/11, 40/8, 40/9, 83/4, 84, 58/16, 58/14, 45/2/1 situated at village Bhadwad and Sy. No. 128/3/5, 129/1, 128/3/1/2, 128/3/2, 128/3/4, 181 situated at village Temghar admeasuring 89289 (“**Larger Property/Layout**”).
- B. The Developer shall develop the Larger Land / Layout and carry out the development in a phase-wise and segment-wise manner in consonance with the applicable laws at the discretion of and in the manner the Developer may deem fit.
- C. The Developer is proposing to develop a phase on the portion of Larger Property/Layout bearing Sy. No. 40/1/2, 40/2, 40/3 (pt), 40/4 (pt), 40/5, 40/6, 40/7 (pt), 40/8 (pt), 40/9, 40/10, 40/11 (pt), 40/12, 40/13/1/A, 40/13/2, 42, 43/1, 43/2, 43/3, 44/1/1, 44/1/2, 44/2/1, 44/2/2, 44/2/3, 44/3/1, 44/3/2, 44/4, 44/5, 44/6, 45/2/1 (pt), 45/3/1 (pt), 45/4 (pt), 45/7, 45/8, 45/9 (pt), 58/20/1, 58/20/2 (pt), 58/21 (pt), 58/22, 84, 128/3/4 (pt), 128/3/5, 129/1, 181 (pt) admeasuring 46503.96 square meters (“**Project Property**”) consisting of 6 (six) Building(s) / Wing(s), 1 (one) multilevel car park building with club house and 1 (one) shared multilevel car park building (to be shared amongst all phases of the Larger Property/Layout) under the name and style of **GODREJ UPAVAN** (“**Project/Phase**”).
- D. The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. The Developer has obtained Development Permission and Commencement Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ from the Bhiwandi Nizampur City Municipal Corporation (“**BNCMC**”) in respect of the Larger Property/Layout.
- E. The land bearing Sy No. 40/1/1 admeasuring 660 sq. mt., Sy No. 45/10 admeasuring 1090 sq. m. and Sy. No. 45/11 admeasuring 760 sq. m. identified in red color in Map at Annexure C (“**said Land Parcel**”) is located inside the layout of the Project/Phase but the said Land Parcel is not under the ownership and possession of the Developer. The owners of the said Land Parcels shall enjoy an uninterrupted and unabated easmentary right for ingress and egress to their respective said Land Parcels (“**Right of Way**”). The Applicants/s fully

understand the aforesaid and shall raise no objection/dispute/altercation in respect to Right of Way at any time in future. The Applicant/s further understand/s that the Developer intends to acquire the said Land Parcel in order to further enhance design, aesthetics and infrastructure of the Project/Phase and Project Property and intends to use the FSI emanating from the said Land Parcel by amalgamating the same in the Larger Property/Layout, subject to approvals from competent authorities. The Applicant/s provide his/her/their unconditional and unequivocal consent for the aforesaid and shall have no objection whatsoever if the Developer utilizes the FSI emanating from the said Land Parcel by amalgamating the same in the Larger Property/Layout subject to approvals from governmental/competent authorities. In the event if the Developer is unable to acquire the said Land Parcels due to any reason whatsoever, the Project/Phase shall be developed in accordance with the sanctioned plans. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above.

- F. The Developer has obtained Environment Clearance from the Ministry of Environment and Forest bearing Ref No. SEIAA-EC-0000001901 dated 23<sup>rd</sup> Jul 2019 for the Layout (“**Environment Clearance**”). However, in order to further enhance design, aesthetics and infrastructure of the Phase, the Developer has applied for revision of the Environment Clearance with the office of Environment Department, State Environmental Impact Assessment Authority (SEIAA), Maharashtra, bearing Proposal no.: SIA/MH/NCP/58076/2020 dated 10th July 2020.
- G. Post development of the Layout, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development, form a co-operative society / condominium / limited company or combination of them for the respective phases in the Project and at its discretion and form an apex organization (being either a co-operative society / condominium / limited company or combination of them for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society / condominium / limited company or combination of them) for each of residential and commercial buildings/wings, if any, as the Developer may deem fit. As the Layout is being developed phase-wise/ the Developer may in its discretion form a single co-operative society / condominium / limited company for all the phases to be developed on the Larger Property/Layout including the Project Property.
- H. The Developer has informed the Applicant/s and the Applicant/s is/are aware and acknowledge that the development of the Layout is proposed under the Affordable Housing Scheme specified under the Income Tax Act, 1961 where the Applicant/s being an individual and including their spouse and minor children are entitled to purchase only one Flat in the entire development on the Layout. In case of the Applicant/s being a Hindu Undivided Family or Partnership Firm or Limited Liability Partnership or Association of

Persons or Body of Individual or a Company incorporated under the Companies Act, 1956/2013, the Applicant/s is/are not entitled to purchase more than one residential unit in the Layout. In case Applicant/s commit any default of the foregoing, the Developer may in its discretion cancel / terminate the agreement pertaining to said Flat and/or the other Flat purchased by the Applicant/s and forfeit the Earnest Money and any other overdue including Non- Refundable Amount (as the case maybe). Upon such cancellation / termination and forfeiture, the Developer shall be entitled to sell / transfer such Flat in the manner the Developer may deem fit without any reference or recourse to the Applicant/s and the Applicant/s hereby give express consent towards the foregoing. Additionally, the Applicant/s hereby agree/s and undertake/s to indemnify the Developer against all cost, claims, damages, penalties, taxes and losses, etc. arising to the Developer due to any default committed by the Applicant/s of the foregoing obligation.

- I. The Applicant/s has/have fully read and understood the development scheme as envisaged by the Developer. The Applicants/s is/are aware and acknowledge that the Common Areas and Amenities as Annexed as **Annexure [●]** are a common entitlement of the purchasers of the Larger Property/Layout and are not for the exclusive use of the purchasers of the Project Property.
- J. The Developer has informed me/us that in terms of the approved plans, the Developer is required to construct 4 (four) building being building Nos. 7, 8, 9 and 10 as more particularly shown in Plan annexed as **Annexure [●]** comprising of stilt + 31 upper floors and two building being building No 11 and 12 each as more particularly shown in Plan annexed as **Annexure [●]** comprising of stilt + 9 upper floor, 1(one) multilevel car park building with club house and 1 (one) shared multilevel car park building for the common usage of the Purchaser/s of the Layout. However, in order to further enhance design and infrastructure of the Project, the Developer intends to construct upto (i) one additional floor on the buildings Nos. 7, 8, 9 and 10 and (ii) 23 additional floors on building Nos. 11 and 12, thereby increasing the height of each of the buildings without impacting the said Flat agreed to be purchased by the Applicant/s and/or any amenity to be provided to the Applicant/s, provided that the same is approved by the relevant Government Authorities. In the event the Developer are unable to construct the additional floors in the building(s) due to any reason whatsoever, the building(s) will be constructed less than or equal to stilt + 31 floors in buildings Nos 7, 8, 9 & 10 and stilt + 9 floors in building nos. 11 & 12, in accordance to the current sanctioned plans. The Applicants/s give his/her/their unconditional and unequivocal consent for the aforesaid modification / alternations in terms of **Annexure [●]** and shall not raise any disputes in future for the same.
- K. The Applicant/s is/are aware that the title of the larger property is clear and marketable.

- L. The Applicant/s hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule on or before the respective due dates. Further, in the event the Applicant/s offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat, at the express request of the Applicant/s, the Developer may offer a rebate to the Applicant/s as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant/s complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant/s understands that in the event the Applicant/s wishes to make any advance payments, the Applicant/s can make the same only after the Applicant/s has registered the Agreement for Sale within the timelines stipulated by the Developer. The Applicant/s further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
- M. For the purpose of this Application Form, the term earnest money shall mean 20% (twenty percent) of the total sale consideration including but not limited to Application Money (*as defined below*) (“**Earnest Money**”). The Applicant/s hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Flat on or before the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant/s and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined herein below.
- N. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form (“**Application Money**”), the Applicant/s has/have clearly understood that this Application Form is only a request of the Applicant/s for allotment of the Flat and does not constitute a final/provisional allotment or an agreement.
- O. The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant/s shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Flat in favor of the Applicant/s, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Flat and registration of the Agreement for Sale.

- P. The Applicant/s further agree and understand that the allotment of the Flat is further subject to the Applicant/s paying the requisite stamp duty and registration charges and registering the Agreement for Sale within the timelines stipulated by the Developer, failing which, the Developer is entitled to charge Interest as mutually agreed under the terms of this Application Form. The Applicant/s further agrees and understands that in the event the Applicant/s fail to register the Agreement for Sale within the stipulated timelines, the same shall not be treated as a deemed cancellation of allotment and the Applicant/s agrees to be bound by the terms of this Application Form and waive off any right to the contrary that the Applicant/s may have under any applicable law.
- Q. Without prejudice to the Developer's right to charge Interest, in the event the Applicant/s fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and / or (ii) come forward for registration of the Agreement for Sale within the stipulated timelines, the Developer may, at its sole discretion reserves its right to cancel this Application Form/ revoke the allotment of the Flat and in event the Developer exercises its right to cancel/ revoke, then the Non-Refundable Amounts as defined herein below shall stand forfeited and the Applicant/s shall not raise any claims/dispute and waive off any rights/claims to the contrary that the Applicant/s may have under any applicable law.
- R. The Applicant/s is not vested with any right, interest or entitlement in or over the Flat, until a formal Agreement for Sale ("**Agreement for Sale**") is executed and registered between the Developer and the Applicant/s under the applicable laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer and the Applicant.
- S. The Applicant/s understands that the Applicant's eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
- T. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- U. In the event if the Applicant/s fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant/s as mentioned in this Application Form and/or Allotment

Letter and/or Agreement for Sale on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, to cancel/terminate this transaction and forfeit (a) Earnest Money including but not limited to the Application Money, from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sale, if Agreement for Sale is registered and (g) any other applicable taxes and (h) subvention cost (if the Applicant/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant/s shall not have any right, title and/or interest in the Flat and/or car park space and/or the Phase/Project Property and/or the Larger Property/Layout and the Applicant/s waives his right to claim and/or dispute against the Developer in any manner whatsoever.

- V. The Applicant/s acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant/s shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Flat to any third party of the Developer choice without any recourse to the Applicant.
- W. The Applicant/s further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant/s for reasons not attributable to Developer’s default, then the Developer shall be entitled to forfeit the Non-Refundable Amounts.
- X. Except for the Covered Car Parking Space allotted by the Developer in accordance to this Application Form, the Applicant/s agrees and confirms that all parking spaces including open parking spaces will be dealt with in accordance with the applicable laws as well as bye-laws and constitutional documents of the society / association. The Applicant/s hereby declares and confirms that except for the Covered Car Parking Space allotted by the Developer, the Applicant/s does not require any parking space including open car parking space and accordingly the Applicant/s waives his claim, right, title, interest whatsoever on the areas of parking space in the Project. The Applicant/s further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space done by Developer / association / apex body, at any time and shall not challenge the

same anytime in future. The Applicant/s agrees and acknowledges that Developer/the association/apex body shall deal with the parking space in the manner association / apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / apex body / the applicable laws. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Sale Consideration. The Applicant/s agrees and acknowledges that the Covered Car Parking Space in the Project cannot be transferred / leased / sold or dealt otherwise independently of the Flat. All clauses of this Application Form and the Agreement for Sale pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the Covered Car Parking Space.

- Y. The Applicant/s further agrees and acknowledges that if in the event of any variation in the Carpet Area of the Flat, the sale consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Applicant/s towards the Sale Consideration. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Applicant/s in writing and the Applicant/s hereby gives its consent for such variation or addition.
- Z. The Applicant/s agrees and understands that the Other Charges as mentioned in **Annexure [●]** are only estimated amounts and are payable by the Applicants/s over and above the total sale consideration. The Applicant/s agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services and facilities and limited common area (if any), as may be called upon by the Developer. Further, the Applicant/s shall bear the charges, if any, applicable in relation to the payment/s made in terms hereof using credit cards, debit cards or any other modes of payment.
- AA. The Developer shall offer the possession of the Flat subject to the compliance of obligations by the Applicant/s on or before \_\_\_\_\_ subject to any further extension by the government/ competent authority from time to time. (“**Delivery Date of Flat**”). Further, Developer shall deliver all the Common Areas and Facilities as mentioned in Annexure [●] on or before \_\_\_\_\_ subject to any further extension by the government/ competent authority from time to time. (“**Delivery Date of Common Area and Facilities**”) Hereinafter, The Delivery Date of Flat and Delivery Date of Common areas and Facilities shall be collectively referred to as “**Delivery Date**”. The Delivery Date shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part

of the Applicant/s including on account of any default on the part of the Applicant/s. In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant/s, the Developer shall refund the amounts received from the Applicant/s along with prescribed Interest in accordance to the applicable laws.

- BB. In the event the Applicant/s fails to take possession of the Flat within the stipulated timelines, then the Applicant/s shall be liable to pay to the Developer Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month per square meter on the Total Area of the Flat and applicable maintenance charges for the upkeep and maintenance of the Flat.
- CC. Due to any operation of law / statutory order/otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant/s affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant/s without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- DD. The Applicant/s is aware that for the purposes of maintenance and management of the Project, the Developer would be appointing a facility management company, at its sole discretion without any reference to the Applicant/s and other occupants of the Project on such terms and conditions as the Developer may deem fit and the Applicant/s agrees and consents to the same. The Applicant/s acknowledges that the Developer may also retain some portion / units / flats in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant/s shall not raise any objections with respect to the same.
- EE. The Applicant/s shall not be entitled to transfer/assign his interest in the Flat in favor of any third party unless (i) a payment of minimum 50% (Fifty Percent) of the Sale Consideration by the Purchaser/s and (ii) a term of 1½ (one and half) years (i.e. twenty four months), whichever is later, has elapsed from the date of issuance of this Allotment Letter, and (iii) the Applicant/s has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. The Applicant/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

- FF. The name of the individual towers and/or the respective Phases/ Project Property may be amended at the sole discretion of the Developer and the Applicant/s shall not be entitled to raise any objection/hindrance on the same.
- GG. In the case of joint application for the Flat, unless a duly executed instruction by all such joint Applicant/s is provided to the Developer at the time of termination, all payments/refund to be made by the Developer to the Applicant/s under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
- HH. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“Act”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
- II. In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Mumbai only.
- JJ. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

The contents of this Application Form, including the terms and conditions therein and price and payment plan have been explained to me and I hereby solemnly agree to be bound by them.

Signature(s)

\_\_\_\_\_

(First/Sole Applicant)

\_\_\_\_\_

(Second Applicant)

\_\_\_\_\_

(Third Applicant)

*All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.*

### **AGREEMENT FOR SALE**

This Agreement of Sale (“**Agreement**”) made at \_\_\_\_\_, this.....day of..... in the year Two Thousand and \_\_\_\_\_

#### **Between**

1. (a) **Shahid Abdul Hamid Momin** (PAN No. AJEPM3592L), (b) **Siraj Ahmad Abdul Hamid Momin** (PAN No. CLVPM7811D), (c) **Shakera Sharif Hasan Momin** (PAN No. AJPPM1124R), (d) **Mohammad Zain Sharif Hasan Momin** (PAN No. CMPPM3542Q) and (e) **Misha Sharif Hasan Momin** (PAN No. BLPPM3909P) residing at block number 411, Gauripada, Bhoiwada, Taluka Bhiwandi, District Thane 421302, hereinafter collectively referred to as the “**Owners No.1**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **FIRST PART**;
2. (a) **Balaram Shankar Thakkray** (PAN No. ASZPT7408C) and (b) **Ananta Shankar Thakkray** (PAN No. ASPPT2729Q) collectively residing at, Thakurpada Taluka Bhiwandi, District Thane- 421302 hereinafter collectively referred to as the “**Owners No.2**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder, Prakhhyat Dwellings LLP, of the **SECOND PART**;
3. (a) **Abhimanyu Padu Tare** (PAN No. ATFPT3020P), (b) **Datta Baliram Tare** (PAN No. AOUPPT2993R) and (c) **Ganesh Baliram Tare** (PAN No. AXRPT5963H) residing at, Thakurpada Taluka Bhiwandi, District Thane 421302 hereinafter collectively referred to as the “**Owners No.3**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs,

administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **THIRD PART**;

4. **Shrimati Baimabai Gauru Patil** (PAN No. BMOPP1612E), residing at, Thakurpada Taluka Bhiwandi, District Thane- 421302 hereinafter referred to as the “**Owner No.4**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **FOURTH PART**;
5. (a)**Pandhrinath Gauru Patil** (PAN No. ATEPP2067R), (b)**Devananda Gauru Patil** (PAN No. BDFPP0724H) residing at, Thakurpada Taluka Bhiwandi, District Thane- 421302 hereinafter collectively referred to as the “**Owners No.5**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **FIFTH PART**;
6. **Suresh Ratan Mhatre** (PAN No. AGHPM0418M) residing at 81, Krushan Gopal Niwas, Village – Bhadwad, Taluka – Bhiwandi, District – Thane, hereinafter referred to as the “**Owner No.6**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **SIXTH PART**;
7. (a) **Jayesh Jagdishchandra Raval** (PAN No. ADVPR8958G), residing at 4B/15, 101, 1st Floor, Gopal Krishna Housing Society, Gopal Nagar, Taluka Bhiwandi, District Thane- 421302, (b) **Rajesh Dilipkumar Gupta** (PAN No. AEXPG1907P) residing at 202, 2nd Floor, Sagar Apartment, Kapal, Taluka Bhiwandi, District Thane- 421302 and (c) **Chandrakali Madanlal Gupta** (PAN No. AAWPG2145A), (d) **Madanlal Amrutal Gupta HUF** through its karta, (e) **Madanlal Amrutal Gupta**, (PAN No. AAHHM5990G) (f) **Hitesh Madanlal Gupta** (PAN No. AFRPG2770D) and (g) **Rohit Madanlal Gupta** (PAN No. AGLPG2848R)[(c), (d), (e), (f) collectively residing at D- 4, Vasupijya Apartment, Chaudhari Compund, Kamatghar Road, Taluka Bhiwandi, District Thane-421302 hereinafter collectively referred to the “**Owners No.7**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **SEVENTH PART**;

8. **Messers Shahapur Dwellings** (PAN No. ACQFS5507E) having its address at 803/804, Silver Court, B.P.S Compound, Devidayal Road, Mulund(W), Mumbai – 400 080, hereinafter referred to as the “**Owner No.8**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns ) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **EIGHTH PART**;
9. (a) **Sandeep Mhatre** (PAN No. BLRPM6094B), (b) **Shivdas Mhatre** (PAN No. BTLPM6722J), (c) **Amrut Mhatre** (PAN No. CKRPM8514J), (d) **Dwarkanath Mhatre** (PAN No. BYBPM7208M), (e) **Somnath Mhatre** (PAN No. CKRPM8517M) having address at Ranjoli, Taluka – Bhiwandi, District – Thane, hereinafter collectively referred to as the “**Owners No.9**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **NINETH PART**;
10. (a) **Ramaji Mavaji Patel** (PAN No. AAWPP8684R) residing at Vijay Saw Mill, Maankholi, Anjur Road, Bhiwandi, Dist. Thane, (b) **Dhiraj Shankarlal Patel**, (PAN No. AAWPP3725F) (c) **Tulsidas Shakarlal Patel**, (PAN No. AAXPP8652N), (b) and (c) collectively residing at 23/B-702, Ashok Nagar, Kalyan Road, Bhiwandi, Dist. Thane, (d) **Pravin Harchandrai Agarwal**, (PAN No. AFBPA2376R), having address at 23/B-403, Prabhukunj, Ashok Nagar, Bhiwandi, Dist. Thane, hereinafter referred to as the “**Owners No.10**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **TENTH PART**;
11. (a) Pawan Hanuman Tare (PAN: ATFPT3013J) (b) Suvarna Hanuman Tare, residing collectively at Rahnar, Thakurpada, Taluka Bhiwandi, District Thane hereinafter referred to as the “**Owners No.11**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns) through their Power of Attorney holder Prakhhyat Dwellings LLP, of the **ELEVENTH PART**;

**AND**

**PRAKHHYAT DWELLINGS LLP** (LLP CIN- AAE-2222), (PAN AARFP3608A), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5<sup>th</sup> floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079, hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns) of the **TWELTH PART**;

**AND**

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

**OR**

MESSERS \_\_\_\_\_ (PAN NO. \_\_\_\_\_) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at \_\_\_\_\_, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Partner’s Resolution dated \_\_\_\_\_;

**OR**

\_\_\_\_\_ (PAN NO. \_\_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_ and its

administrative/branch/regional office at \_\_\_\_\_,  
\_\_\_\_\_, through its  
authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Board Resolution dated  
\_\_\_\_\_,

herein after referred to as the “**Purchaser/s**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the  
**THIRTEENTH PART.**

The Owners No. 1, Owners No. 2, Owners No. 3, Owners No. 4, Owners No. 5, Owner No. 6, Owners No. 7, Owner No. 8, Owners No. 9, Owners No. 10 and Owners No.11 and are collectively referred to as “**Owners**”. The Owners, Developer and the Purchaser/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

- A. The Developer is entitled to larger property bearing Sy. No. \_43/1,44/1/2, 44/3/1, 44/3/2, 44/4, 44/5, 44/6, 43/3, 44/2/2, 40/1/2, 40/5, 40/7, 40/12, 83/3, 83/6, 83/7, 83/9, 40/13/2, 40/13/1/A, 40/10, 45/2/2, 45/4, 45/8, 45/12, 58/7/1, 58/7/2, 58/8, 58/9, 58/12, 58/18, 40/2, 45/5, 44/2/1, 44/2/3, 45/3/2, 45/6, 45/9, 45/1, 58/6, 40/3, 40/4, 42, 43/2, 45/7, 58/11, 58/13, 58/17, 58/21, 58/22, 40/6, 44/1/1, 58/20/1, 58/20/2, 58/19, 45/3/1, 40/11, 40/8, 40/9, 83/4, 84, 58/16, 58/14, 45/2/1 situated at village Bhadwad and Sy. No. 128/3/5, 129/1, 128/3/1/2, 128/3/2, 128/3/4, 181 situated at village Temghar admeasuring 89289 (“**Larger Property/Layout**”);
- B. The Developer shall develop the Larger Land / Layout and carry out the development in a phase-wise and segment-wise manner in consonance with the applicable laws at the discretion of and in the manner the Developer may deem fit;

- C. The Developer is proposing to develop a phase on the portion of Larger Property/Layout bearing Sy. No. 40/1/2, 40/2, 40/3 (pt), 40/4 (pt), 40/5, 40/6, 40/7 (pt), 40/8 (pt), 40/9, 40/10, 40/11 (pt), 40/12, 40/13/1/A, 40/13/2, 42, 43/1, 43/2, 43/3, 44/1/1, 44/1/2, 44/2/1, 44/2/2, 44/2/3, 44/3/1, 44/3/2, 44/4, 44/5, 44/6, 45/2/1 (pt), 45/3/1 (pt), 45/4 (pt), 45/7, 45/8, 45/9 (pt), 58/20/1, 58/20/2 (pt), 58/21 (pt), 58/22, 84, 128/3/4 (pt), 128/3/5, 129/1, 181 (pt) admeasuring 46503.96 square meters (“**Project Property**”) consisting of 6 (six) Building(s) / Wing(s), 1 (one) multilevel car park building with club house and 1 (one) shared multilevel car park building (to be shared amongst all phases of the Larger Property/Layout) under the name and style of **GODREJ UPAVAN** (“**Project/Phase**”);
- D. The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. The Developer has obtained Development Permission and Commencement Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ from the Bhiwandi Nizampur City Municipal Corporation (“**BNCMC**”) in respect of the Larger Property/Layout;
- E. The Developer is going to develop the larger property for residential use, or for such other use or purpose permissible under the applicable Development Control Regulations and carry out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;
- F. The land bearing Sy No. 40/1/1 admeasuring 660 sq. mt., Sy No. 45/10 admeasuring 1090 sq. m. and Sy. No. 45/11 admeasuring 760 sq. m. identified in red color in Map at Annexure C (“**said Land Parcel**”) is located inside the layout

of the Project/Phase but the said Land Parcel is not under the ownership and possession of the Developer. The owners of the said Land Parcels shall enjoy an uninterrupted and unabated easmentary right for ingress and egress to their respective said Land Parcels (“**Right of Way**”). The Purchaser/s fully understand the aforesaid and shall raise no objection/dispute/altercation in respect to Right of Way at any time in future. The Purchaser/s further understand/s that the Developer intends to acquire the said Land Parcel in order to further enhance design, aesthetics and infrastructure of the Project/Phase and Project Property and intends to use the FSI emanating from the said Land Parcel by amalgamating the same in the Larger Property/Layout, subject to approvals from competent authorities. The Purchaser/s provide his/her/their unconditional and unequivocal consent for the aforesaid and shall have no objection whatsoever if the Developer utilizes the FSI emanating from the said Land Parcel by amalgamating the same in the Larger Property/Layout subject to approvals from governmental/competent authorities. In the event if the Developer is unable to acquire the said Land Parcels due to any reason whatsoever, the Project/Phase shall be developed in accordance with the sanctioned plans. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above;

- G. The Phase/ Project shall be developed under the name and style of **GODREJ UPAVAN**, for predominantly residential use, consisting of 6 (six) Building(s) / Wing(s), 1(one)\_multilevel car park building with club house and 1 (one) shared multilevel car park building for the common usage of the Purchaser/s of the Layout;
- H. The Developer has appointed M/s. Hafeez Contractor, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- I. The Developer has appointed M/s. Epicons Consultants Private Limited, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;

- J. The Developer has obtained Environment Clearance from the Ministry of Environment and Forest bearing Ref No. SEIAA-EC-0000001901 dated 23<sup>rd</sup> Jul 2019 for the Layout (“**Environment Clearance**”). However, in order to further enhance design, aesthetics and infrastructure of the Phase, the Developer has applied for revision of the Environment Clearance with the office of Environment Department, State Environmental Impact Assessment Authority (SEIAA), Maharashtra, bearing Proposal no.: SIA/MH/NCP/58076/2020 dated 10th July 2020;
- K. The Developer through its Architect submitted the building plans in respect of the said Phase for sanction thereof and BNCMC has sanctioned the same. BNCMC has issued Development Permission bearing No. \_\_\_\_\_. The same is annexed herewith as **Annexure B**;
- L. The Developer proposes to further revise the current sanctioned Layout plan annexed hereto as **Annexure B** in in terms of proposed plan with highlighted modification/alterations, annexed hereto as **Annexure B1** and shall apply to BMCMC for the approval of the same. The Purchaser/s agree/s and acknowledge/s to the said proposal of the Developer and gives his/her/ their unequivocal and unconditional consent annexed hereto as **Annexure B2**;
- M. The Developer has registered the Phase/Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (“Act”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 (“Rules”) with the Real Estate Regulatory Authority at Mumbai under Registration No. \_\_\_\_\_, an authenticated copy is attached in **Annexure D**;
- N. The Developer has sole and exclusive right to sell the Apartment/Flat in the said Building/s to be constructed by the Developer in the said Phase and to enter into

Agreement/s with the Purchaser/s of the Apartment/Flat and receive the sale consideration in respect thereof;

- O. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Project Property and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- P. The authenticated copy of Certificate of Title issued by M/s. Phoenix Legal, Advocates & Solicitors of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the Project Property on which the Apartment/ Flat are constructed or are to be constructed have been annexed hereto and marked as **Annexure E**, respectively.
- Q. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building.
- R. While sanctioning the Larger Property/Layout the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Property and the said Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.
- S. The Developer will accordingly commence construction of the said Building/s in accordance with the said Plans and modification(s) sought thereof.
- T. The Purchaser/s has applied to the Developer for allotment of an Apartment/ Flat No. .... on .....floor in Building(s)/Wing no(s). \_\_\_\_ (“Apartment/Flat”) being constructed in the said Phase and \_\_\_\_ independent car parking space(s) /

\_\_\_\_\_ dependent car parking space(s) (“**Car park(s)**”) in the multilevel car park building.

- U. The Carpet Area of the said Apartment /Flat is \_\_\_\_\_ square meters and Exclusive Areas of the said Apartment/Flat is \_\_\_\_\_ square meters (“**Total Area**”). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s;
- V. The authenticated copies of the Plan of the Apartment/Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by BNCMC have been annexed and marked as **Annexure F**. The specification to be provided in the Apartment/Flat is hereto annexed and marked as **Annexure G**. The Common Areas and Facilities appurtenant to the said Apartment/Flat is hereto annexed and marked as **Annexure H1 and H2**;
- W. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- X. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Apartment/Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s

has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

Y. Under section 13 of the said Real Estate (Regulation and Development) Act, 2016 the Developer is required to execute a written Agreement for sale of said Apartment/Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the (Apartment/ Flat) and the garage/covered parking (if applicable).

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

**1. CONSTRUCTION**

1.1 The Developer shall construct the Building(s)/Wing(s) no. \_\_\_\_\_ consisting of \_\_\_\_\_ basement and ground/stilt/podium and \_\_\_\_\_ upper floors comprised in the said Phase/Project in accordance with the plans, designs and specifications as per the Approvals from time to time. Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Apartment/Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the Phase, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

1.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Layout/Larger Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that

the Developer may, at any time, vary/modify the Layout plan except for the current Phase/Project in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

- 1.3 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Layout is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Purchaser/s are aware and acknowledge that the Layout has certain common areas as specified in **Annexure H1** including club house/s which shall be a common entitlement of all phases (“**Common Areas**”). The Purchaser/s are also aware that the Developer shall be constructing a clubhouse, in Godrej Nirvaan which will form a part of the Layout, as may be permissible under the Relevant Laws (hereinafter referred to as the “**Club House**”) and the facilities of the Club House shall be made available for all the Purchasers in the Layout, subject to terms and conditions as may be specified by the Developer or society / association / apex body. The Developer shall endeavor to complete the construction and make the Club House operational by \_\_\_\_\_. The Clubhouse will be managed by the Developer and/or its nominee/s and/or contractor/ Facility Management Company and all costs, charges and expenses of maintenance, repairs, reconstruction, renovation, payment of outgoings shall be borne and paid by the members of the Club House, whether or not any such member utilizes and enjoys the benefits of the Club House till formation of Apex Body. The Purchaser(s) shall abide by such rules and regulations as may be framed from time to time by the Developer for the use and management of the Club House (including proportionate running and maintenance charges). The Purchaser/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout plan in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities and as per Relevant Laws. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as per Relevant Laws.

**2. DESCRIPTION OF APARTMENT/FLAT, CAR PARK(S) AND COMMON AREAS AND FACILITIES & TOTAL CONSIDERATION**

2.1 At the request of the Purchaser/s, the Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Developer:-

(a) a residential Apartment/Flat of the aforesaid Total Area bearing no. \_\_\_\_\_, on the \_\_\_\_\_ floor of the Building/Wing “\_\_\_\_\_” (“**Apartment/Flat**”), which is more particularly described in **Annexure G** hereunder written and shown in brown hash on the plan thereof.

(b) \_\_\_\_\_ independent / \_\_\_\_\_ dependent covered parking space(s) situated in the multilevel car park building (“**Car Park(s)**”) constructed or being constructed in the Phase, along with the right to use the Common Areas more particularly described in the **Annexure H1** and Facilities more particularly described in the **Annexure H2** .

2.2 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Apartment/Flat to be provided by the Developer in the said Building(s)/Wing(s) and the Apartment/Flat as are set out in **Annexure G**, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.

2.3 The **Carpet Area** of the Apartment/Flat is \_\_\_\_\_ square meters and the **Exclusive Areas** of the Apartment/Flat is \_\_\_\_\_ square meters aggregating to **Total Area** of \_\_\_\_\_ square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital S above.

2.4 In consideration of the above, the Purchaser/s hereby agrees to pay to the Developer a total lumpsum sale consideration of Rs. \_\_\_\_\_ (“**Total Consideration**”), comprising of the following:-

<b>Sr.No.</b>	<b>Particulars of consideration</b>	<b>Rupees</b>
(i)	Towards the Carpet Area of the Apartment/Flat.	

(ii)	Towards the Exclusive Areas of the Apartment/Flat.	
(iii)	Towards Car Park(s).	
(iv)	Towards proportionate consideration for Common Areas charges including club house development charges calculated on the Carpet Area of the Apartment/Flat.	
(v)	Towards Facilities as set out in <b>Annexure J.</b> <i>[Note: this will include Club house membership fees/charges, PLC and floor rise.]</i>	

20% of the Total Consideration shall be the Earnest Money.

Along with the aforementioned Total Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 7 of this Agreement.

### **3. APPLICABILITY OF AFFORDABLE HOUSING SCHEME**

The Developer has informed the Purchaser/s and the Purchaser/s is/are aware and acknowledge that the development of the Layout is proposed under the Affordable Housing Scheme specified under the Income Tax Act, 1961 and where the Purchaser/s being an individual and including their spouse and minor children are entitled to purchase only one Apartment/ Flat in the entire development on the Layout. In case of the Purchaser/s being a Hindu Undivided Family or Partnership Firm or Limited Liability Partnership or Association of Persons or Body of Individual or a Company incorporated under the Companies Act, 1956/2013, the Purchaser/s is/are not entitled to purchase more than one residential unit in the Layout. In case Purchaser/s commit any default of the foregoing the Developer may in its discretion cancel / terminate this Agreement pertaining to said Apartment/Flat and/or the other Apartment/Flat purchased by the Purchaser/s and forfeit the Earnest Money and any other overdue including the Non-Refundable Amount (as the case maybe). Upon such cancellation / termination and forfeiture the Developer shall be entitled to sell / transfer such Apartment/Flat in the manner the Developer may deem fit without any reference or recourse to the Purchaser/s and the Purchaser/s hereby give express

consent towards the foregoing. Additionally, the Purchaser/s hereby agree/s and undertake/s to indemnify the Developer against all cost, claims, damages, penalties, taxes and losses, etc. arising to the Developer due to any default committed by the Purchaser/s of the foregoing obligation.

#### 4. VARIATION IN AREA

The Developer/Owner shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the Building/Wing(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Flat, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer/Owner and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under clause 5.1. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

#### 5. PAYMENT SCHEDULE & MANNER OF PAYMENT

5.1 The Purchaser/s hereby agrees and undertakes to pay to the Developer the Total Consideration of Rs. ....( Rupees .....) in the following manner:-

Sr.No.	Milestone	Percentage	Rupees
(i)	Before Registration of this Agreement.	10%	
(ii)	Immediately after execution and registration of this Agreement	20%	
(iii)	On completion of Plinth of the Apartment/Flat's building/wing	15%	
(iv)	on completion of slabs including podiums and stilts of the Apartment/Flat's building/wing	25%	
(v)	On completion of the walls, internal plaster, floorings, doors	5%	

	and windows of the Apartment/Flat		
(vi)	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the ___ <i>[please mention the floor on which the Apartment/Flat is situated]</i> floor	5%	
(vii)	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Apartment/Flat's building/wing	5%	
(viii)	On completion of Apartment/Flat's building's/wing's lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement	10%	
(ix)	At the time of handing over of possession of Apartment/Flat or on receipt of Occupation Certificate or Completion Certificate	Balance	
	<b>Total:</b>		

*Note: Each of the instalments mentioned in the sub clause (iii) and (iv) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.*

The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

5.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

5.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "GODREJ \_\_\_\_\_ COLLECTION ACCOUNT".

5.4 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary:

Beneficiary's Name : GODREJ \_\_\_\_\_ COLLECTION ACCOUNT

Beneficiary's Account No : \_\_\_\_\_

Bank Name : HDFC Bank

Branch Name : FORT branch

Bank Address : Gr Flr, Manekji Wadia Bldg, Nanik Motwane Marg, Mumbai, Maharashtra 400001

Swift Code : \_\_\_\_\_

IFSC Code : HDFC0000060

5.5 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Apartment/Flat, the Purchaser/s

undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “GODREJ \_\_\_\_\_ COLLECTION ACCOUNT”.

- 5.6 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Purchaser/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.
- 5.7 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 21 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 5.8 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/government, competent/planning authorities (“**Authorities**”) from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities. Further, the Purchaser/s shall bear the charges, if any, applicable in

relation to the payment/s made in terms hereof using credit cards, debit cards or any other modes of payment.

## 6. TAXES

6.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Apartment/Flat.

6.2 For the purpose of this Agreement,

- *“GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.*
- *“GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act and its amendments thereto, Central Goods & Services Tax Act and its amendments thereto and State Goods & Services Tax Act / UTGST and its amendments thereto, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*
- *“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.*

6.3 Taxes shall be payable by the Purchaser/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.

## 7. TAX DEDUCTED AT SOURCE

The Purchaser/s is aware that the Purchaser/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

**8. PAYMENT OF OTHER CHARGES**

8.1 The Purchaser/s shall on or before delivery of possession of the said Apartment/Flat deposit and keep deposited with the Developer the following amounts, which shall be transferred to the society / limited company / federation / Apex Body:-

<b>Sr.No.</b>	<b>Particulars</b>	<b>Rupees</b>
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for ___ months.	
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer	
	<b>Total:</b>	

8.2 The Purchaser/s shall on demand pay to the Developer the following amounts:-

<b>Sr.No.</b>	<b>Particulars</b>	<b>Rupees</b>
(i)	Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body	
(ii)	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	
(iii)	Estimate amounts for deposit towards water connection charges	
(iv)	Estimate amounts for deposit towards electric connection charges	
(v)	Estimate amounts for deposit towards gas connection charges	
(vi)	Estimate amounts for deposit towards other utility / services charges	
(vii)	Estimate amounts for deposits of electrical	

	receiving and sub-station in the Layout	
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / Apex Body	
(ix)	Estimate amounts towards legal charges for documentation which shall be payable	
	<b>Total:</b>	

**9. LEGAL CHARGES FOR FORMATION OF SOCIETY / LIMITED COMPANY / FEDERATION / APEX BODY**

The Purchaser/s shall on demand pay to the Developer a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

**10. DEVELOPER TO APPROPRIATE DUES**

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

**11. TIME IS OF ESSENCE**

11.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Purchaser/s and the Common Areas to the Apex Association/Federation/Co-operative Housing Society/Apex Body after receiving the occupancy certificate or the completion certificate or both, as the case may be.

11.2 Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in clause 5 herein above.

## **12. INTEREST**

12.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.

12.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

12.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Apartment/Flat and the Car Park(s) and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

## **13. FLOOR SPACE INDEX**

13.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a single land on the basis of the available Floor Space Index (“**FSI**”) on the entire larger property and accordingly the Developer shall develop the Larger Property/Layout in multiple phases.

13.2 The Developer declares that approved FSI as on date in respect of the Larger Property/Layout is 160720.47 square meters only and the Developer has planned to utilize FSI of 98774.91 square meters on the said Phase, and further proposes to add an FSI of -30900 square meters over and above the 98774.91 for the said Phase by utilizing the FSI of the Larger Property/Layout or by availing of TDR or FSI available

on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

- 13.3 Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Phase/Project on which it is being constructed in proportion to the total area of the larger property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Larger Property/Layout as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/units in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Property.
- 13.4 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Larger Property/Layout including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the /Larger Property/Layout or elsewhere as may be permitted and in such manner as the Developer deems fit.
- 13.5 The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the Larger Property/Layout (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Larger Property/Layout.
- 13.6 Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/flat(s)/premises/units in the buildings being constructed on the Larger Property/Layout (including the Building) nor the association / apex body / apex

bodies to be formed of purchasers of apartment(s)/flat(s)/premises/units in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the larger property. All FSI and/or TDR at any time available in respect of the larger property in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) / larger property is conveyed to the association / apex body / apex bodies in the manner set out herein below.

- 13.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Property shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Property or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Property as may be permissible.
- 13.8 The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Property or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Property. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the BNCCMC and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Property and shall thereby continue to retain full right and authority to develop the Project Property and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the

Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

**14. Adherence to Sanctioned Plans**

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Apartment/Flat to the Purchaser/s obtain from the concerned local authority occupancy certificate in respect of the Apartment/Flat.

**15. Possession**

- 15.1 The Developer shall offer possession of the Apartment/Flat to the Purchaser/s, after obtaining the Occupation Certificate for the said Apartment / Flat on or before \_\_\_ day of \_\_\_, 20\_\_\_ (“**Delivery Date**”) and shall deliver the Common Areas and Facilities as per Annexure [●], subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities as per Annexure [●] shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (“**Extension Event**”). For the purpose of this Agreement, “**Force Majeure**” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
- 15.2 Further, in the event the Developer is unable to offer possession of the Apartment/Flat on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Developer to the Purchaser/s, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title interest in the Apartment/Flat, and the Developer shall be entitled to deal with the same at its sole discretion.

**16. Manner of Taking Possession**

- 16.1 The Purchaser/s shall take possession of the Apartment/Flat within 15 (fifteen) days from the date Developer offering possession of the Apartment/Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement or required by the Developer, and the Developer shall give possession of the Apartment/Flat to the Purchaser/s. Upon receiving possession of the Apartment/Flat or expiry of the said 15 days from offering of the possession (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Apartment/Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Apartment/Flat shall pass and be deemed to have passed to the Purchaser/s.
- 16.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Apartment/Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the Total Area of the Apartment/Flat (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment/Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.
- 16.3 It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Apartment/Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Apartment/Flat within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Apartment/ Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Developer and that

subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Apartment/Flat.

## **17. Outgoings**

- 17.1 From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Layout/Larger Property and Buildings/Wing namely local taxes, property tax, betterment charges 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 agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Property and building/s.
- 17.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
- 17.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 17.4 In case the transaction being executed by this Agreement between the Developer and the Purchaser is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Purchaser/both, as the case may be, in accordance with the agreed terms of payment,

## **18. Defect Liability Period**

- 18.1 If the Purchaser brings to the notice of the Developer any structural defect in the Apartment/Flat/Building(s)/Wing(s) within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.
- 18.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 18.1, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

**19. Foreign Exchange Management Act**

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Apartment/Flat are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

**20. Anti-Money Laundering**

- 20.1 The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).
- 20.2 The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- 20.3 The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Apartment/Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

## **21. Default By Purchaser/s**

- 21.1 In the event if the Purchaser/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer

including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.

- 21.2 In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (collectively referred to as the "**Non-Refundable Amounts**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the Apartment/Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project Property and/or the Larger Property/Layout and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

21.3 Termination by Purchaser/s prior to receipt of Occupation Certificate.

In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Purchaser/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause 21.2 and the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Property and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion.

## 22. Association Structure

22.1 The Developer shall at its discretion, as prescribed under the Relevant Laws:

- (i) form association of the purchasers of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s) (being either a co-operative society/condominium/limited company or combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Building(s)/Wing(s), within such period as may be prescribed under the Relevant Laws.
- (ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Body**") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Bodies**") for each of residential and commercial zones, if any and / or phases of the Larger Property/Layout or otherwise, as the

Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.

- (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 22 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/Apex body/Apex bodies on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/Apex body/Apex bodies.
- (iv) Make provisions for payment of outgoings/CAM to the association & the Apex body/Apex bodies for the purposes of maintenance of Building in which the Apartment/Flat is located and the entire Project.

22.2 Except Car Park(s) allotted by the Developer in accordance to this Agreement, the Purchaser/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the Relevant Laws. The Purchaser/s hereby declares and confirms that except for the Car Park(s) allotted by the Developer, the Purchaser/s do/es not require any parking space/s including open car parking space(s) and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Purchaser/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / association / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/the association/Apex Body shall deal with the parking space(s) in the manner association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body / the Relevant Laws.

The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

22.3 The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Developer would be conveying only the built-up area of the Building(s) (except the basement and podium) to the association formed of the individual building(s)/wing(s), and the underlying land would be conveyed to the society/Apex Body / Apex Bodies formed of the association, which shall be in accordance with the timelines stipulated under the Relevant Laws. The Developer shall convey its title in respect of the larger property to the association / Apex Body / Apex Bodies within such period as the Developer may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the Larger Property/Layout by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the apartments/flats/premises / commercial office / units in the said Building/s / Wing/s and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by BNCMC and / or concerned authorities and proportionate charges to the Developer from time to time.

22.4 The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within 10 (ten) days from intimation by the Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of apartment(s)/flat(s)/premises/units in the

Building(s)/Wing(s). The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the association / apex body / apex bodies by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

22.5 The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building(s)/Wing(s).

22.6 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of apartments/flats/premises/units in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/units bears to the total area of all the apartment(s)/flat(s)/premises/units in the said building/s / wing/s.

### **23. Facility Management Company**

23.1. By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person (“**Facility Management Company**”) to manage, upkeep and maintain the Building together with other buildings and the larger property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser’s proportionate share of the outgoings as provided under Clause 8.2 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and

expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Developer will novate the facility management agreement (“**FM Agreement**”) in favor of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

23.2. The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.

23.3. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the Apartment/Flat by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s) and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of apartment(s)/flat(s)/premises/units in this regard.

## 24. Fit out Manual

- 24.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies (“**Fit-Out Manual**”) and without causing any disturbance, to the other purchasers of apartment(s)/flat(s)/premises/units in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment/Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment/Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Apartment/Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment/Flat or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Apartment/Flat. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment/Flat or the Building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment/Flat or the Building(s)/Wing(s).
- 24.2 Upon the possession of the Apartment/Flat being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Apartment/Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment/Flat provided the Apartment/Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused

due to any act of commission or omission of the Purchaser/s or his agents and the Purchaser/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Apartment/Flat as aforesaid. If the Apartment/Flat is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser/s consent(s) to the Developer to break open the lock on the main door/entrance of the Apartment/Flat and the Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Apartment/Flat.

## **25. Representations and Warranties of the Developer**

25.1 The Developer hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:

- (i) The Developer has clear and marketable title with respect to the Project Property as set out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Property and also has actual, physical and legal possession of the Project Property for the implementation of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Apartment/ Flat or Project Property or the Project except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the Project Property or Project except those disclosed in the title report and the RERA website;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Larger

Land/Layout, Phase/Project, and said Building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Layout, Project Property , Building/wing and common areas;

- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Property, including the Project and the Apartment/Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment/Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Apex Body/Apex Bodies;
- (x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Project Property and/or the Project except those disclosed in the title report.

**26. It is clearly understood and agreed by the Parties that –**

26.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every building to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s)/premises/units in building constructed on the Project Property till such time the larger property is handed over to the association/society/condominium/limited company/Apex body/Apex bodies.

26.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Apartment/Flat to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/units in the buildings to be constructed on the Project Property. The Purchaser/s hereby expressly consents to the same.

**27. Brand Name & Project Name**

27.1 It is agreed by the Purchaser/s that the name of the Project GODREJ UPAVANor of the individual towers may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.

27.2 It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej”

("Brand Name") shall at all times be subject to the sole control of Godrej Properties Limited ("GPL") who is one of the partners of the Developer under this Agreement. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project Property and the Building. However, it shall be the sole discretion of GPL to associate its name / Brand name with the association / apex body / apex bodies (which would be formed gradually), on such terms and conditions as may deem fit by GPL. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Purchaser/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Purchaser/s and the association / apex body / apex bodies of the Apartment/Flat purchasers shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

**28. Representations by Third Parties**

The Purchaser/s acknowledge(s), agree(s) and undertake(s) that the Purchaser shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Purchaser/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

**29. Transfer**

29 Only after (i) payment of minimum \_\_\_\_\_ percent of the Total Consideration by the Purchaser/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated \_\_\_\_\_, whichever is later, the Purchaser/s may transfer his rights, title and interest in the Apartment/Flat under this Agreement to any third person / entity after obtaining

prior written consent of the Developer. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area of the Apartment/Flat to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

**30. Obligations, Covenants, Representations of Purchaser/s**

30.1 The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat may come, hereby covenants, represents with the Developer as follows :-

- (i) To maintain the Apartment/Flat at the Purchaser/s's own cost in good and tenable repair and condition from the date of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat 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.

- (iii) To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated nor shall demand partition of the Purchaser's interest in the Apartment/Flat and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment/Flat without the prior written permission of the Developer and/or the society or the limited company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Property and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the Project Property and the building in which the Apartment/Flat is situated.
- (vii) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Property by the

residents/occupants of the Building/Wing in the jurisdiction of Bhiwandi Nizampur City Municipal Corporation.

- (viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat by the Purchaser/s for any purposes other than for the purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Apartment/Flat/s in the Building, without the prior written permission of the Developer/association/concerned authorities;
- (xiii) After possession of the Apartment/Flat is handed over the Purchaser/s, the Purchaser/s may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable

human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.

- (xiv) The Purchaser/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- (xv) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- (xvi) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) Till a conveyance of the structure of the building in which Apartment/Flat is situated is executed in favour of society/limited society/association/Apex Body/Apex Bodies, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xviii) Till a conveyance of the Project Property on which the building in which Apartment/Flat is situated is executed in favour of Apex Body or federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the

Project Property or any part thereof to view and examine the state and condition thereof.

(xix) Usage of Apartment/Flat Areas & Car Parks by Purchaser

The Purchaser/s agree(s) to use the Apartment/Flat or any part thereof or permit the same to be used only for the purpose of residence only. The Purchaser/s further agree(s) to use the garage or parking space only for the purpose of keeping or parking car.

(xx) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire the Apartment/Flat in the Phase and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

(xxi) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Apartment / Flat in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

(xxii) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

- (xxiii) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment/Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xxiv) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause 4 of this Agreement or as and when demanded by the Developer.

### **31. Rights of the Developer**

#### **31.1 Developer's obligation for obtaining occupation certificate (OC)/completion certificate (CC)**

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Apartment/Flat to the Purchaser/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment/Flat.

#### **31.2 Hoarding rights**

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Property, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

#### **31.3 Retention**

Subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ apartment/flats in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flats.

#### 31.4 Unsold apartment/flat

- (i) All unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Project Property shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project Property and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- (ii) The Developer shall without any reference to the Purchaser/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units in the Building / Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / apex body / apex bodies. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

#### 31.5 Basement/Podiums

The Purchaser/s hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

### 31.6 Assignment

The Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

### 31.7 Additional Construction

The Purchaser hereby consents that the Developer shall be entitled to construct any additional area/structures in the Project as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Purchaser/s and/or the association / apex body / apex bodies, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Project Layout.

### 31.8 Mortgage & Security

The Developer if it so desires shall be entitled to create security on the Phase/Project together with the building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment/Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the association / Apex Body / Apex

Bodies in accordance with Clause \_\_\_ above. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment/Flat agreed to be transferred hereunder..

**32. Appointment of vendors for internet and cable facility**

The Developer has informed the Purchaser/s and the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Developer shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Building and other buildings constructed / to be constructed upon the Project Property. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Purchaser/s and /or other occupants of apartment(s)/flat(s)/premises/units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Purchaser/s and/or occupants of apartment(s)/flat(s)/premises/units in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

**33. Right of Purchaser/s to the Apartment/Flat and Common Areas**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flat or of the Phase/Project or the Larger Property/Layout and Building or any part thereof. The

Purchaser/s shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the society/limited company or other body and until the Larger Property is transferred to the Apex Body /federation as hereinbefore mentioned.

**34. Binding effect**

Executing this Agreement with the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer.

**35. Entire agreement**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

**36. Provisions of this Agreement applicable to the Purchaser/s / subsequent Purchaser/s**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

purchaser/s of the Apartment/Flat, in case of a transfer, as the said obligations go along with the Apartment/Flat for all intents and purposes.

**37. Severability**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

**38. Waiver**

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

**39. Method of calculation of proportionate share wherever referred to in the Agreement**

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in Project, the same shall be in proportion to the Carpet Area of the Apartment/Flat to the carpet area of all the apartment(s)/flat(s) in the Project.

**40. Further assurances**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**41. Place of execution**

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ and this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**42. Present for registration**

The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

**43. Notices**

43.1 Any notice, demand or other communication including but not limited to the Purchaser's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

**To the Purchaser:**

Name:

Address:

Notified E-mail ID:

**To the Developer:**

Name: Prakhyat Dwellings LLP

Address: 5th Floor, Godrej One, Pirojsha Nagar,  
Eastern Express Highway, Vikhroli (East),  
Mumbai- 400 079

Notified E-mail ID:

43.2 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s.

**44. Satisfied with the Developer's title**

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

**45. Joint Purchaser/s**

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

**46. Stamp duty and Registration charges**

The charges towards stamp duty and registration of this Agreement shall be borne by the Purchaser/s only.

**47. Arbitration**

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and seat and venue of the Arbitration shall be at Mumbai.

**48. Governing Law**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“Act”) and the Rules and Regulations made thereunder (“Rules and Regulations”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

**Schedule - I**  
**(Project Property schedule as per 7/12 extract)**

<b>Survey No</b>	<b>Village</b>	<b>Area in Sq.mt.</b>
40/1/2	Bhadwad	500
40/2	Bhadwad	130
40/3 (pt)	Bhadwad	156.92
40/4 (pt)	Bhadwad	616.6
40/5	Bhadwad	1570
40/6	Bhadwad	1370
40/7 (pt)	Bhadwad	416.08
40/8 (pt)	Bhadwad	300.43
40/9	Bhadwad	710
40/10	Bhadwad	380
40/11 (pt)	Bhadwad	942.98
40/12	Bhadwad	380
40/13/1/A	Bhadwad	4350
40/13/2	Bhadwad	4780
42	Bhadwad	1470
43/1	Bhadwad	1170
43/2	Bhadwad	400
43/3	Bhadwad	100
44/1/1	Bhadwad	2920
44/1/2	Bhadwad	500
44/2/1	Bhadwad	1040
44/2/2	Bhadwad	1030
44/2/3	Bhadwad	1240

44/3/1	Bhadwad	510
44/3/2	Bhadwad	530
44/4	Bhadwad	1490
44/5	Bhadwad	1210
44/6	Bhadwad	330
45/2/1 (pt)	Bhadwad	12.3
45/3/1 (pt)	Bhadwad	1275.94
45/4 (pt)	Bhadwad	9.67
45/7	Bhadwad	1870
45/8	Bhadwad	1040
45/9 (pt)	Bhadwad	291.27
58/20/1	Bhadwad	1500
58/20/2 (pt)	Bhadwad	79.59
58/21 (pt)	Bhadwad	449.68
58/22	Bhadwad	300
84	Bhadwad	400
128/3/4 (pt)	Bhadwad	2992.5
128/3/5	Bhadwad	2230
129/1	Temghar	4300
181 (pt)	Temghar	1210

**Schedule II**

(Description of Flat)

Apartment/Flat No. \_\_\_ on \_\_\_ floor in Building \_\_\_ Wing \_\_\_ admeasuring \_\_\_ square meters of Carpet Area and Exclusive Areas of the Apartment/Flat

admeasuring \_\_\_\_-square meters aggregating to \_\_\_\_ square meters ("**Total Area**")  
along with \_\_\_\_ parking space(s) in the multilevel car park building ("**Car Park(s)**")

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and  
signed this Agreement for Sale at (**city/town name**) in the presence of attesting witness,  
signing as such on the day first above written.

SIGNED AND DELIVERED by "**Owners**",

Through their duly constituted attorney Prakhhyat Dwellings LLP through its  
Authroized Signatory \_\_\_\_\_

In presence of

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED AND DELIVERED by the )  
withinnamed **Developer**, through its )  
constituted attorney )

Mr./Mrs./Ms. \_\_\_\_\_ )

in the presence of : )

1. \_\_\_\_\_ )
2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

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

\_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

in the presence of : )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

)

Housiey.com

**RECEIPT**

Received from within named Purchaser/s, a sum of \_\_\_\_\_ being part payment of the Consideration payable in terms of this Agreement plus taxes vide RTGS/Telegraphic Transfer directly into the bank account of the Developer being Account No. \_\_\_\_\_ with \_\_\_\_\_

We say received.

**For Prakhhyat Dwellings LLP**

\_\_\_\_\_  
**Authorized Signatory**

Housiey.com