

THIS AGREEMENT FOR SALE made at Mumbai this [●], day of [●] [●], 20[●]
("this Agreement").

BETWEEN

GODREJ & BOYCE MANUFACTURING COMPANY LIMITED, a company incorporated under the Indian Companies Act, 1913 and having its registered office at Pirojshanagar, Vikhroli, Mumbai – 400079, hereinafter referred to as "**the Owner-Promoter**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**

AND

[●], aged [●] years, Indian Inhabitants, having address at [●], hereinafter called "**the Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include such individuals, his/her/their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

OR

[●], a partnership firm registered under the Indian Partnership Act, 1932 and having its principal place of business at [●] hereinafter called "**the Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns) of the **THIRD PART**.

OR

[●], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●], hereinafter called "**the Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the successors in title and permitted assigns) of the **THIRD PART**.

OR

[●], a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at [●], hereinafter called "**the Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.

OR

[●], a joint and undivided Hindu family, acting through its karta and manager Mr. [●] having its address at [●], hereinafter called “**the Purchaser**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all the members of the [●] HUF or the survivors of them and the heirs, executors, administrators their respective heirs, executors and administrators of last survivor and his/ her/ their permitted assigns) of the **THIRD PART**.

OR

[●], a private family trust created under the Indian Trusts Act, 1882, acting through its trustees, Mr. [●] having its address at [●], hereinafter called “**the Purchaser**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all the trustees of the trust for the time being or the survivors of them and the heirs, executors, administrators their respective heirs, executors and administrators of last survivor and his/ her/ their permitted assigns) of the **THIRD PART**.

(The Owner-Promoter and the Purchaser are hereinafter collectively referred to as “**Parties**”)

W H E R E A S:

- A. Prior to 1948, one Nowroji Pirojsha was seized, possessed of and absolutely entitled to (i) all the pieces or parcels of land forming part of the leasehold Village of Vikhroli granted under authority of then Government of Bombay by way of a ‘Kowl’ or a lease in perpetuity dated 7th July, 1835 (as amended by a writing dated 13th November, 1837) (hereinafter collectively referred to as the “**Kowl**”) in favour of one Framjee Cawaji Banajee (a predecessor-in-title to the said Nowroji Pirojsha); and (ii) his private pieces and parcel of agricultural lands or ground lying and being at the village of Vikhroli, which included various pieces or parcels of Sutidari land (the aforesaid partly perpetual leasehold land and partly freehold land is hereinafter collectively referred to as “**the said Original Land**”).
- B. The Collector of Thana (now known as Thane), vide letter dated 7th January, 1948, bearing Ref. No. L.M.D. 6615, accorded his sanction for the transfer of the Village of Vikhroli to the Owner-Promoter.

- C. By and under an Indenture dated 30th July, 1948, made between the said Nowroji Pirojsha, therein referred to as “the Vendor” of One Part and the Owner-Promoter therein referred to as “the Purchasers” of Other Part and registered with Sub-Registrar of Bombay under Serial No. BOM/3050 of 1948, the said Nowroji Pirojsha assigned, conveyed and transferred unto the Owner-Promoter, the said Original Land (*less certain parcels of land which had already been conveyed to other parties earlier*), as more particularly described therein (hereinafter referred to as “**the said Larger Land**”), for consideration and on the terms and conditions as mentioned therein.
- D. On or before execution of the said Indenture dated 30th July, 1948, certain lands forming part of the said Original Land, were purchased by the said Nowroji Pirojsha from the Sutidars thereof, at or for the consideration and in the manner agreed by and between them;
- E. By and under Conveyance Deed dated 1st February, 1950, one of the remaining Sutidars sold, conveyed and transferred his entire right, title and interest in certain lands situate, lying and being in Village Vikhroli to the Owner-Promoter, for the consideration and in the manner therein recorded.
- F. By Deed of Conveyance dated 3rd July, 1952, the last remaining Sutidar sold, conveyed and transferred his right, title and interest in a certain piece and parcel of land in Village Vikhroli to the Owner-Promoter, for the consideration and in the manner therein recorded.
- G. Pursuant to the above, the Owner-Promoter came to be seized and possessed of and well and sufficiently entitled to the said Larger Land.
- H. The Company filed a Suit against the then State of Bombay in the Hon’ble Bombay High Court being Suit No. 413 of 1953 seeking, *inter alia*, declarations that the Owner-Promoter was the owner of the entire Village of Vikhroli and that the provisions of the Salsette Estates (Land Revenue Exemption Abolition) Act, 1951 (hereinafter referred to as the “**Salsette Act**”) had no application to the lands in Village Vikhroli. The Owner-Promoter also sought a declaration to the effect that all the lands in its possession in Vikhroli (viz. the said Larger Land) had been appropriated before 14th August, 1951, for the purpose of the Owner-Promoter’s industrial undertaking.
- I. By a Consent Decree dated the 8th January, 1962, passed by the Hon’ble Bombay High Court in the aforesaid Suit No. 413 of 1953, it was *inter-*

alia agreed and declared with the consent of the then Government of Bombay and the Company that the said Larger Land held by the Company under the Kowl is an "Estate" within the meaning of Section 2(1)(b) of the Salsette Act, and that save and except the lands bearing old Survey No. 15 (part) of Village Vikhroli, admeasuring about 21 Gunthas and old Survey No. 16 (part) of Village Vikhroli, admeasuring about 10 Gunthas, which vested in the Government, under Section 4(c) of the Salsette Act, all the other lands, in the village of Vikhroli had been appropriated or brought under cultivation before 14th August, 1951 and were the property of the Owner-Promoter, subject to the provisions of Section 3 of the Salsette Act.

- J. Mutation Entry No. 67 dated 29th December, 1959, records that pursuant to a Taluka Order dated 29th December, 1959, the name of the Owner-Promoter was recorded as 'holder' in respect of various Survey Numbers, including Survey No. 14; Survey No. 15 Hissa Nos.1, 2, 3, 4, 5, 7; Survey No.16 Hissa Nos.1, 2, 3, 4, 5, 6, 7, 8, 9; and Survey No.19 Hissa Nos.1, 2, 3, 4, 5, 6 and the same was mutated on the relevant 7/12 extracts by virtue of the aforesaid Mutation Entry.
- K. Melpatrak (being an amalgamation statement) dated 5th April, 1999 records that inter alia old Survey Nos. 14 (part), 15, 16, 17, 18 and 19(part) corresponds to New Survey No. 1 of Village Vikhroli.
- L. Kami Jasti Patrak dated 29th May, 2023, records that Survey No. 1(part) corresponds to C.T.S. Nos. 56 (part), 61 (part), 61/1 to 61/48.
- M. By and under Deed of Lease dated 9th October, 2003, made between the Owner-Promoter therein and herein referred to as the "Lessor" and Godrej Memorial Trust therein referred to as the "Lessee" and registered in the office of the Sub-Registrar of Assurances at Kurla under Serial No. BDR-7/9430 of 2003, the Owner-Promoter demised to the Lessee therein, a portion of the Larger Land admeasuring 11610 square meters or thereabouts, for the purpose of construction of a hospital thereon for a period of ninety (90) years commencing from 1st December, 1999 and expiring on 30th November, 2089, at yearly rent thereby reserved and upon the observance and performance of the various covenants and conditions contained in the Deed of Lease. The hospital was thereupon constructed by Godrej Memorial Trust, being the Lessee therein, and is known as "Godrej Memorial Hospital". Since the Lessee therein has no direct access to any public road or street by any vehicle for the use occupation and enjoyment of the demised premises, the Owner-Promoter has agreed to grant to it a perpetual and irrevocable right of way and access to the demised premises through the adjoining property of the Owner-Promoter during the continuance

of the Deed of Lease provided that the Lessee therein observes all rules and regulations as may be prescribed by the Owner-Promoter from time to time in connection with the use of the Larger Land belonging to the Owner-Promoter. The Owner-Promoter has sub-divided the portion of land on which said hospital has been constructed from the Larger Land with the permission of the Municipal Corporation of Greater Mumbai (hereinafter referred to as “**the Corporation**”) and the other concerned bodies. The sub-division has been duly sanctioned by the City Survey office, the Corporation and the concerned authorities and the portion of the Larger Land admeasuring 11,610 square meters, being the hospital land, has been allotted a new CTS No. 8/A/1/1 of village Vikhroli, due to which the hospital land shall be treated as an independent piece of land for all purposes.

- N. By Orders dated 17th March, 2004, bearing Ref. No. C-Karya-2D/PoVi/SRK-426 and 13th December, 2006 bearing Ref. No. C-Karya-2K//PoVi/SR-2220 issued by the office of the Collector, Mumbai Suburban District (“**the said Orders**”) (i) the areas of *inter alia* lands bearing C.T.S Nos. 61 and 61/1 to 61/48 have been added to C.T.S No. 8A and thereafter Property Register Cards for lands bearing *inter alia* C.T.S Nos. 61 and 61/1 to 61/48 have been cancelled, (ii) As per Pot Hissa M. R. No. 111/31/03/04 and as per Order issued by City Survey Officer, Ghatkopar under Mutation Entry No. 45, 46/07 dated 22nd February, 2007, an area admeasuring 77862.90 square meters is deducted from the total area admeasuring 149169.40 square meters of C.T.S. No. 8A of Village Vikhroli and the remaining area admeasuring 71306.50 square meters is allotted C.T.S. No.8A/1 of Village Vikhroli. The aforesaid also been recorded on the Property Register Card vide Mutation Entry Nos. 45 and 46 both dated 22nd February, 2007. The said Orders do not include Survey No. 56(part).
- O. By (i) Order dated 7th January, 2016, issued by the Collector of Bombay Suburban District bearing Ref. No. C/ADM-2D/Almg./Sub-Div/SRK/1923 and (ii) Order dated 20th May, 2019 bearing Ref No. C/Karya-2D/ Ekatri- PoVi/ SRK–1923 an area of C.T.S. No. 56A/3 of Village Vikhroli admeasuring 6740.90 square meters is added to the area of C.T.S. No. 8A/1 of Village Vikhroli making an aggregate area of 75,779.50 square meters of C.T.S. No.8A/1 of Village Vikhroli.
- P. By Order dated 6th July, 2018, issued by Collector Bombay Suburban District under Ref. No. CTSO/3C/CTS/ Vikhroli /boundary Correction/SR/1684 /2017 /2392, the area of C.T.S. No.8A/1 was corrected to 69038.6 square meters instead of 71306.50 square meters. The same is recorded in the Property

Register Card vide Mutation Entry No. 157 dated 17th July, 2018. Mutation Entry No. 148 dated 17th July, 2018, in the Property Register Card records the same. Property Register Card wrongly specifies the date of the aforesaid Order to be 6th July, 2008 instead of 6th July, 2018.

Q. Subsequently, the Property Register Card of C.T.S. No. 56A/3 of Village Vikhroli is cancelled and an area admeasuring 11,610.00 square meters is deducted from area of C.T.S. No.8A/1 by sub-division and the said sub-divided area is allotted C.T.S. No.8A/1/1 of Village Vikhroli and the remaining area of C.T.S. No.8A/1 of Village Vikhroli admeasuring 64,169.50 square meters is allotted C.T.S. No. 8A/1/2 of Village Vikhroli. Mutation Entry No. 157 dated 30th May, 2019, in the Property Register Card records the same

R. The Owner-Promoter has demarcated a portion of the Larger Land bearing CTS No. 8/A/1/2 admeasuring 64,169.50 square meters as per Property Register Card and 64,169.50 square meters as per the approved plans thereof hereto annexed and marked as Annexure “[●]”, thereon shown in a red colour boundary line and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the “**Layout Land**”), for constructing, in a phase-wise manner, several buildings and structures forming part of one large layout known as “**GODREJ GARDEN ENCLAVE**” (hereinafter referred to as “**the Layout**”), subject to Owner-Promoter’s absolute rights hereby reserved to alter, amend, vary or change suitably in accordance with RERA. The Layout presently consists of the following buildings and structures:

- (a) The Owner-Promoter has, as a part of the first phase of development of the Layout Land, completed construction of 6(six) towers on a portion of the Larger Land admeasuring 23,058 square meters or thereabouts, bearing CTS Nos. 8/A/1/2 (pt.) of village Vikhroli, comprising of a total of [●] residential flats. The occupants of the 6(six) towers have formed co-operative housing societies under the provisions of Maharashtra Co-operative Societies Act, 1960, namely, (1) Ashoka Garden Enclave Co-operative Housing Society Limited (Tower A1), (2) Arjuna Garden Enclave Co-operative Housing Society Limited (Tower A2), (3) Agastha Garden Enclave Co-operative Housing Society Limited (Tower A3), (4) Amaltas Garden Enclave Co-operative Housing Society Limited (Tower A4), (5) Ashwatha Garden Enclave Co-operative Housing Society Limited (Tower A5) and (6) Akashneem Garden Enclave Co-operative Housing Society Limited (Tower A6). The Owner-Promoter has obtained Occupation Certificates for each of the 6 (six) ‘**Type A**’ towers and handed over the management of the

maintenance to the societies hereinabove referred to. The location of the 6(six) 'Type A' towers constructed on a portion of the Larger Land is shown in green color boundary on the plan hereto annexed and marked as Annexure [●].

- (b) The Owner-Promoter has also constructed a club house equipped with amenities and recreational facilities such as Swimming Pool, Gymnasium, Games room and Cafeteria (collectively, the "**Club House-1**"), alongwith Children's Playing Area, Multi-purpose Play Area, Tennis Court and Jogging Track on a portion of said the Layout Land shown on the Plan hereto annexed and marked as Annexure [●]. The aforesaid facilities and amenities are common amenity and facility of the Layout. It is clarified that the Club-House I does not form part of the Project Land.
- (c) The Owner-Promoter has, as a part of the second phase of development of the Layout Land completed construction on another portion of the Layout Land admeasuring 13,574 square meters or thereabouts, bearing CTS Nos. 8/A/1/2 (Part) of Village Vikhroli, by constructing one composite multistoried building known as "**GODREJ PLATINUM**" comprising of 4(four) wings/towers viz. B-1, B-2, B-3 and B-4, consisting of 412 residential flats. The occupants of the 4(four) towers have formed co-operative housing societies under the provisions of Maharashtra Co-operative Societies Act, 1960, namely (1) Platinum B-1 Cooperative Housing Society Limited for Wing B-1, (2) Platinum B-2 Cooperative Housing Society Limited for Wing B-2, (3) Platinum B-3 Cooperative Housing Society Limited for Wing B-3; and (4) Platinum B-4 Cooperative Housing Society Limited for Wing B-4. The Owner-Promoter has obtained Occupation Certificates for each of the 4 (Four) '**Type B**' towers and handed over the management of the maintenance to the four societies hereinabove referred to. The location of the said 4 (four) 'Type B' towers constructed on a portion of the said Larger Land shown in blue color boundary on the plan hereto annexed and marked as Annexure [●].
- (d) The Owner-Promoter has also constructed various utility structures such as sub-station, sewage treatment plant, auxiliary tank, etc. on a portion of said the Layout Land shown on a plan hereto annexed and marked as Annexure [●]. The utility structures are common for the entire Layout.

(e) The Owner-Promoter now, as a part of the third phase of development of the Layout Land, proposes to construct, on a portion of the Layout Land, bearing C.T.S No. 8/A/1/2 (part) admeasuring 7,763 square metres or thereabouts, shown in pink color boundary on the plan hereto annexed and marked as Annexure [●] and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the “**Project Land**”), a multistoried building, to be known as “**Godrej Vistas**”, comprising of 2 (two) wings/towers namely _____ and _____, (hereinafter referred to as the “**Building**”) each being an independent wing/tower with independent pedestrian entrance/exit consisting of residential flats of different areas and types having four (4) common basements, stilt floor at ground level consisting of some commercial units, podium level, service level and thirty-one (31) number of upper floors consisting of residential flats with other infrastructure services and amenities, and an enclosed/open connecting bridge between the two wings/ towers at the _____ level, as sanctioned/ may be sanctioned by the concerned authorities, along with Building Amenities as provided in Annexure [●] as an independent project (hereinafter referred to as the “**Project**”) under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA Act**”) and the Rules prescribed thereunder in the state of Maharashtra (hereinafter referred to as “**MahaRERA Rules**”). The Owner-Promoter has registered the Project under the name “Godrej Vistas” as per the provisions of RERA Act and RERA Rules with the Maharashtra Real Estate Regulatory Authority at Mumbai (hereinafter referred to as “**Maha RERA**”) and the Project is issued Certificate of Registration bearing No. _____, dated _____, a copy whereof is annexed hereto and marked Annexure [●].

(f) The aforesaid three (3) phases, consisting of the 6 (six) Type A Towers, the Club House-1, the 4 (four) Type B Towers, the Building herein, and all other buildings and structures as may be constructed by the Owner-Promoter as part of the Layout, as may be permitted under Applicable Laws shall hereinafter be referred to as the “**Scheme for Development**”.

S. The Purchaser agrees and understands that the approved Layout and conditions prescribed in relation to the same may be subjected to further revisions/ amendments/ modifications by the Corporation, due to any

change in Applicable Laws and/or revisions in approvals, from time to time. The Owner Promoter will accordingly be required to carry out the changes (if any) in the layout at its discretion and/or as per terms and conditions laid down by the Authorities from time to time as per Applicable Laws.

- T. The Environmental Clearance Certificate bearing No. [●] dated [●] of the Union Ministry of Environment and Forests, Government of India, for the development of the Layout Land in accordance with Environment Impact, Assessment Notification bearing No. [●] dated [●] read with the Amendment notified on [●] vide Notification bearing No. [●] has been obtained by the Owner-Promoter.
- U. The Additional Collector and Secretary to Government, Housing and Special Assistance Department (“**the Competent Authority**”) constituted under the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as “**the ULC Act**”) has vide Order No. C/ULC) D-V)/SR-III/519 dated 29th April, 2006, under Section 8(4) of the ULC Act, finalized Statement under Section 6(i) of the ULC Act filed by the Owner-Promoter in respect of various lands held by it in Greater Mumbai Agglomeration (including the Layout Land) and declared land admeasuring 1,34,886.65 square meters as surplus vacant land. Subsequently a Corrigendum in the statement dated 3rd March 2007 was issued to the aforesaid Order under Section 8(4), by the Additional Collector and C.A. (ULC) Greater Mumbai, whereby it was held that the Owner-Promoter was non-surplus holder. Accordingly, the Owner-Promoter did not hold any vacant land in excess of the ceiling limit prescribed under the ULC Act. On 22nd March 1999, the Government of India passed the ULC Repeal Act, 1999, *inter alia* setting out that the ULC Act is to stand repealed in all states which adopt the ULC Repeal Act by passing a resolution to that effect under Article 252 of the Constitution of India. The Maharashtra Legislature Assembly has passed a Resolution adopting the ULC Repeal Act for Maharashtra with effect from 1st December, 2007.
- V. Vide letter dated 9th February, 2021 bearing reference No. C/ULC/D-3/S-20/WS-304,305/2020/100 addressed by the Collector and the Competent Authority, it has been stated that out of the total area of 64169.50 square meters of C.T.S No. 8A/1/2 (as shown on the Property Register Card), an area admeasuring 5667.36 square meters, being a portion of the Land shall be used for constructing flats within the limit of 80 square meters of carpet area as per provisions of the Government Order, and the Owner-Promoter shall be complying the aforesaid Government Order in the Project.

- W. The Owner-Promoter has appointed (i) M/s. Sandeep Shikre & Associates, as Design Architect, (ii) Mr. Murali Guruvappan, as Structural Engineering Consultant for the preparation of the structural design and drawings of said the Building and (iii) Mr. Hemant Bhavsar, Bhavsar & Associates, as Architect and Licensed Surveyor. The Owner-Promoter has availed the professional services of the Architects and Structural Engineering Consultant or such other Architects and Structural Engineering Consultant till the completion of the Building.
- X. The Owner-Promoter has got the building plans, designs and specification of the Building (hereinafter referred to as “**the Plans**”) being constructed by it on the Project Land approved by the Corporation, who have issued the Intimation of Disapproval (hereinafter referred to as “**IOD**”) dated 21st March, 2022 bearing Ref. No CHE/ES/4409/S/337(NEW)/IOD/1/Amend and the Commencement Certificate dated 3rd March, 2023 and duly endorsed on 23rd January, 2024, bearing Ref. No. CHE/ES/4409/S/337(NEW)/CC/1/New, the validity whereof was extended from time to time by the Corporation on compliance of certain terms and conditions stated therein. Copies of the IOD and Commencement Certificate along with extensions thereof are annexed hereto and marked **Annexure [●]**.
- Y. By and under an Agreement dated 11th March, 2014 made between the Owner-Promoter of the One Part and Godrej Properties Limited (hereinafter referred to as “**the Development Manager**”) of the Other Part, the Owner-Promoter has appointed the Development Manager *inter alia* for undertaking the marketing and sales related activities pertaining to the flats/units in said the Building being constructed by the Owner-Promoter on the Project Land, for the consideration and upon the terms and conditions therein contained.
- Z. A copy of the Report on Title dated 1st February, 2024, bearing reference No. KSV/ 408/ 2024, issued by Kanga and Company, Advocates & Solicitors, in respect of the Project Land is hereto annexed and marked as **Annexure [●]**. A copy of the Property Register Card in respect of the Layout Land of which the Project Land forms a part, is hereto annexed and marked **Annexure [●]**.
- AA. The Owner-Promoter has informed the Purchaser about all these aspects pertaining to the Project including applications, sanctions, permissions, proposed development, common areas and Facilities and the Purchaser agrees and acknowledges the same. The Purchaser has/have demanded from

the Owner-Promoter and the Owner-Promoter has given an inspection to the Purchaser of all information and documents relating to the Project, including the Layout Plan, the sanctioned building plans, the relevant Floor Plan, IOD and Commencement Certificate and designs and specifications prepared by the above-mentioned Project Architects, and of such other documents required under the RERA Act and the RERA Rules and Regulations made thereunder and other Applicable Law.

BB. On the basis of the above, the Purchaser has agreed to purchase a residential flat in the Building. The Purchaser has prior to the execution hereof perused the Report on Title in respect of the Project Land issued by M/s. Kanga and Company and the other documents and papers disclosed by the Owner-Promoter and has satisfied himself/ herself/ themselves/ itself about the title to the Project Land and/or right of the Owner-Promoter to construct on the Project Land and of the Development Manager to sell premises therein on ownership basis and has agreed not to raise any requisitions on or objection of any manner whatsoever to the same. **The Purchaser hereby confirms that the Owner-Promoter has produced for inspection of the Purchaser all information and documents including site plans along with structural designs and specifications approved by the local authority and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information or disclosure required from the Owner-Promoter. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement (which is also available on the MahaRERA portal) and had sufficient opportunity to read and understand the terms and conditions hereof.**

CC. The Purchaser has with full knowledge of the Project outlined above and all the terms conditions and covenants contained in the papers, plans and approvals referred to hereinabove applied to the Owner-Promoter for allotment to the Purchaser on ownership basis a residential Flat and at the request of the Purchaser, the Owner-Promoter has agreed to sell to the Purchaser a Flat more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as **“Flat”**), in the Building at or for the sale consideration specified in the Fourth Schedule hereunder written, and on the terms conditions and covenants specified herein.

DD. For the purpose of this Agreement, the term **“Carpet Area”** means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area appurtenant to the Flat for exclusive use of the Purchaser and exclusive open terrace appurtenant to the Flat for exclusive use of the Purchaser, but

includes the area covered by the internal partition walls of the Flat. It is agreed and clarified that such Carpet Area is subject to tolerance on account of structural design and construction variance/tolerance, including on account of plastering tiling, skirting, ducts, ledges, structural members etc. and the Parties hereto agree that the calculation of Carpet Area is as per Circular No.4/2017 dated 14th June, 2017 issued by Maha-RERA under the provisions of rules framed under RERA.

- EE. The Owner-Promoter has got some of the approvals from the Authority(s) to the plans, the specifications, elevations, sections and of the said Tower/s and shall obtain the balance approvals from various Authorities from time to time, so as to obtain Occupancy Certificate of the said Buildings. While sanctioning the plans for the said Building, the concerned local authority(s) and/or Government have laid down certain terms, conditions, stipulations and restrictions to be observed and performed by the Owner-Promoter while developing the Project Land and constructing the Building thereon and the Owner-Promoter has agreed to observe and abide by the same and only on such terms will the Occupation Certificate in respect of the Building shall be granted by the Corporation.
- FF. Prior to or simultaneously with the execution of this Agreement the Purchaser has/have paid to the Owner-Promoter the sum of money mentioned in the Fourth Schedule hereunder written, being advance payment or application fee for the purchase of the Flat agreed to be sold by the Owner-Promoter to the Purchaser (the payment and receipt whereof the Owner-Promoter doth hereby and shall admit and acknowledge) and the Purchaser has agreed to pay to the Owner-Promoter the balance of the total consideration in the manner hereinafter appearing.
- GG. The Owner-Promoter in compliance of Section 13 of the RERA Act read with Rule 10 of the MahaRERA Rules and other Applicable Laws, the Owner-Promoter is required to execute a written Agreement for Sale of the Flat in favour of the Purchaser, being in fact these presents and also to register the same under the Indian Registration Act, 1908.
- HH. 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 Applicable Laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

II. In the foregoing recitals and Agreement hereafter, the term Purchaser shall include the plural and the feminine gender of the term Purchaser of the residential flat hereby agreed to be sold.

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

1. The foregoing recitals, the schedules and annexures to this Agreement, shall be treated as forming an integral part of this Agreement and this Agreement shall be read, understood and construed in its entirety.

2. In this Agreement, the terms and expressions listed below shall have the following meanings:

(a) **“Applicable Laws”** shall mean any statute, law, regulation, ordinance, rule of law, order, decree, clearance, approval, directive, guideline, circular, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this Indenture or thereafter and in each case as amended;

(b) **“Building”** shall mean the mixed use building to be constructed by the Owner-Promoter on the Project Land which will consist of two (2) independent wings/towers, with independent pedestrian entrance/exit having four (4) common basements, stilt floor at ground level consisting of some commercial units, podium level, service level and thirty-one (31) number of upper floors consisting of residential flats of different areas and types, with other infrastructure services and amenities, and an enclosed/ open connecting bridge between the two wings/ towers, plus such additional floors as may be permitted by the Corporation and other concerned authorities), which building shall be known as “Godrej Vistas” and as more particularly described in Clause 3.1 hereinbelow;

(c) **“Building Amenities”** shall have the meaning ascribed to it in Clause 25.3;

(d) **“Car Parking Slot(s)”** shall mean the car parking slot(s) described in Clause 7.1 hereunder written;

- (e) **“Common Infrastructure”** shall have the meaning ascribed to it in Clause 26.1;
- (f) **“Default Notice”** shall have the meaning ascribed to it in Clause 12.2 hereinbelow;
- (g) **“Events of Default”** shall have the meaning ascribed to it in Clause 12.1 hereinbelow;
- (h) **“Exclusive Areas”** means exclusive balcony or verandah area appurtenant to the Premises for exclusive use of the Purchaser and exclusive open terrace area or any exclusive area(s) appurtenant to the Flat for exclusive use of the Purchaser, as may be applicable. For the purpose of this Agreement, Carpet Area and Exclusive Area shall together be referred to as **“Total Area”**;
- (i) **“Facility Management Company”** shall have the meaning ascribed to it in Clause 37.1 hereinbelow;
- (j) **“Flat”** shall mean the residential flat described in the Third Schedule hereunder written;
- (k) **“Ultimate Federal Society”** shall have the meaning ascribed to it in Clause 43.2 hereinbelow;
- (l) **“Holding Charges”** shall have the meaning ascribed to it in Clause 14.3 hereinbelow;
- (m) **“Internal Road”** shall have the meaning ascribed to it in Clause 36.1 hereinbelow;
- (n) **“Interest”** shall have the meaning ascribed to the term in Clause 9.1 hereinbelow;
- (o) **“Larger Land”** shall have the meaning ascribed to it in Recital C above;
- (p) **“Layout Land”** shall mean a portion of the Larger Land bearing CTS Nos. 8A/1/2, admeasuring 64,169.50 square metres or thereabouts, shown in red color boundary on the plan hereto annexed and marked as Annexure [●] and more particularly described in the First Schedule hereunder written;
- (q) **“Non-Refundable Amount”** shall have the meaning ascribed to it in Clause 12.4 hereinbelow;
- (r) **“Outgoings”** shall have the meaning ascribed to it in Clause 22.1 hereinbelow;

- (s) **“Possession Date”** shall mean the date on which the Owner-Promoter offers possession of the Premises to the Purchaser;
- (t) **“Possession Notice”** shall have the meaning ascribed to it in Clause 13.1 hereinbelow;
- (u) **“Premises”** shall mean the Flat together with the Car Parking Slot(s) defined herein;
- (v) **“Premises Transferees”** shall have the meaning ascribed to it in Clause 25.5 hereinbelow;
- (w) **“Project Land”** shall mean a portion of the Layout Land bearing C.T.S No. 8/A/1/2 (part) admeasuring 7,763 square metres or thereabouts, shown in pink color boundary on the plan hereto annexed and marked as Annexure [●] and more particularly described in the Second Schedule hereunder written and upon which the Building is being constructed;
- (x) **“Project”** shall have the meaning ascribed to it in Recital R(e);
- (y) **“Sale Consideration”** shall have the meaning ascribed to it in Clause 6.1 hereinbelow;
- (z) **“Scheme for Development”** shall have the meaning ascribed to it in Recital R(f) hereinabove;
- (aa) **“Society”** shall have the meaning ascribed to it in Clause 7.1 hereinbelow;
- (bb) **“Termination Notice”** shall have the meaning ascribed to it in Clause 12.3 hereinbelow;

3. CONSTRUCTION OF THE BUILDING

- 3.1 The Owner-Promoter **is constructing** on the Project Land, being a portion of the Layout Land (described in the First Schedule hereunder written), the Building, which shall consist of two (2) independent wings/ towers with independent pedestrian entrance/exit, each comprising of the following:
 - a. four (4) basements;
 - b. Stilt floor at ground level, consisting of some commercial units;
 - c. Building Amenities on the ground floor, podium level, service level;
 - d. thirty-one (31) upper habitable floors consisting of residential flats of different areas and types with other infrastructure services and amenities and a terrace;

- e. an enclosed/open connecting bridge between the two wings/ towers at the [●] level;
- f. one service floor;
- g. plus such additional floors for residential flats, as may be permitted by the Corporation and other concerned authorities and at the sole discretion of the Owner-Promoter which building shall be known as “Godrej Vistas” (hereinafter referred to as the “**Building**”).

3.2 The Owner-Promoter will be carrying out the construction of the Building in accordance with the plans, layout plans, elevations, sections, details and specifications approved and sanctioned by the Corporation and other concerned public bodies/authorities from time to time and which have been inspected and approved by the Purchaser, except any alterations or additions required by any Government authorities or due to change in law.

3.3 Provided that the Owner-Promoter shall obtain prior consent in writing of the Purchaser in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government Authorities or due to change in law. The Owner-Promoter shall be entitled to carry out minor additions/variations due to architectural and/or structural reason duly recommended and verified by Architect or Structural Engineer and as required under Applicable Laws.

3.4 The Owner-Promoter has informed the Purchaser and the Purchaser hereby confirms and acknowledges that the Project Land (described in the Second Schedule hereunder written) is part of a larger layout, being the Layout. The Purchaser acknowledges and confirms that the Owner-Promoter may at any time, vary/modify the Layout, after obtaining approval and sanction from the concerned authorities and in accordance with applicable law. Provided that in case of any major alteration or variation or modification the Layout affecting the area or location of the Flat, the Owner-Promoter shall obtain prior consent in writing of the Purchaser as stipulated under the Applicable Laws in respect of such alteration or addition or variation or modification, except any alteration or addition as may be required by any Government authorities due to change in law.

4. **Sale and Purchase of the Flat:**

4.1 At the request of the Purchaser, the Owner-Promoter hereby agrees to allot and sell to the Purchaser and the Purchaser hereby agrees to purchase and acquire from the Owner-Promoter on ownership basis, a residential flat in the Building known as “Godrej Vistas” being constructed by the Owner-Promoter on the Project Land as shown in [●] hatched lines and surrounded by [●] colour boundary line in the sanctioned revised / amended Floor Plan hereto annexed being Plan No. [●] and marked Annexure [●] hereinafter referred to as “the Flat” more particularly described in the Third Schedule hereunder written, along with right to use Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the Flat, the nature, extent and description of which are more particularly described in the Fifth Schedule hereunder written.

4.2 For the purpose of this Agreement (i) “Carpet Area” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area appurtenant to the Flat for exclusive use of the Purchaser and exclusive open terrace appurtenant to the Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat. It is agreed and clarified that such Carpet Area is subject to tolerance on account of structural design and construction variance/tolerance, including on account of plastering tiling, skirting, ducts, ledges, structural members etc. and the Parties hereto agree that the calculation of Carpet Area is as per Circular No.4/2017 dated 14th June 2017 issued by Maha-RERA under the provisions of rules framed under RERA and (ii) “Exclusive Areas” means exclusive balcony or verandah area appurtenant to the Flat for exclusive use of the Purchaser and exclusive open terrace area or any exclusive area(s) appurtenant to the Flat for exclusive use of the Purchaser, as may be applicable. For the purpose of this Agreement, Carpet Area and Exclusive Area shall together be referred to as “Total Area”.

5. Variation in Total Area

The Owner- Promoter shall confirm the final Carpet Area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate has been granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of 3 (three) percent. The Sale Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Owner-Promoter. If there is any reduction in the Carpet Area, within the abovementioned limit, then Owner- Promoter shall refund the excess money

paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Carpet Area allotted to Purchaser, the Owner- Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

6. Payment of the Purchase Price/Sale Consideration of the Flat:

6.1 The Purchaser agrees and undertakes to pay to the Owner-Promoter the total lump sum purchase price/sale consideration as mentioned in the **Fourth Schedule** hereunder written (hereinafter referred to as the “**Sale Consideration**”) towards the Flat which is inclusive of (i) the Carpet Area of the Flat; (ii) and the Exclusive Areas; and (iii) proportionate price of the Common Areas and Facilities appurtenant to the Flat and (iv) Fixtures Fittings Amenities and Specifications to be provided in the Flat as listed in Annexure [●] annexed hereto. The Owner-Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones. Along with the aforementioned Sale Consideration, the Purchaser agrees and undertakes to pay to the Owner Promoter, Outgoings as specified in Clause 22.1 of this Agreement.

6.2 20% (Twenty Percent) of the Sale Consideration shall be considered as the earnest money for the transaction as mentioned in the Fourth Schedule hereunder written (hereinafter referred to as “**Earnest Money**”).

6.3 The Sale Consideration is exclusive of any levies of taxes. All taxes, levies, duties, cesses, premiums, etc., (whether currently applicable/ payable or which may become applicable/payable at any time in future) including but not limited to Goods and Service Tax (GST), property tax, and all taxes, duties, levies, charges imposts and cess, which may be levied, in connection with the construction of and carrying out the Project (whether applicable/payable now or which may become applicable/payable in future) shall be borne and paid by the Purchaser alone and the Owner-Promoter shall never be liable responsible and/or required to bear and/or pay the same or any part thereof. Similarly, the interest and/or penalty, which may be levied/imposed by the concerned authority for delayed/non-payment of

applicable Tax shall be borne and paid by the Purchaser alone without holding the Owner-Promoter responsible for the costs and consequences.

6.4 The Sale Consideration shall be subject to Tax Deduction at Source (hereinafter referred to as “TDS”) as required under prevailing law while making any payment to the Owner-Promoter under this Agreement. As per the Income Tax Act, 1961 TDS at the applicable rate of all amounts (in installments or otherwise), to be paid to the “Transferor”, that is, in the present case, to the Owner-Promoter shall be deducted by the Purchaser at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The Purchaser agrees and undertakes to deliver to the Owner- Promoter, original TDS Certificate, within seven (7) days from the date of each payment of TDS made by the Purchaser, and/or before the end of the respective Financial Year in which all payments of TDS would have been made, whichever is earlier. Without prejudice to non-payment of TDS, and/or non-delivery of TDS certificates as aforesaid, the Purchaser shall be liable to deposit with the Owner-Promoter, an amount equivalent to the unpaid TDS, on or before the Possession Date which amount shall be refunded after deducting interest therefrom (at the applicable rate under the Income tax Act, 1961) in respect of the period of delay in payment of TDS by the Purchaser to the Government and producing the TDS Certificates and the Owner-Promoter receiving the credit for the same.

6.5 The Sale Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authorities, local bodies, government, competent/planning authorities from time to time or any statutory charges/ payments including but not limited to external development charges, infrastructure development charges, premium and/or all other charges, payments, surcharges, cesses, taxes, levies, duties etc. payable to the authorities which the Purchaser hereby agrees to pay. The Owner-Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the Corporation/other authorities, the Owner-Promoter shall enclose the notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser and the same shall be payable and shall be paid by the Purchaser immediately following such intimation by the Owner-Promoter.

7. **Car parking Slot(s):**

7.1 Until formation and registration of a Co-operative Society of purchasers of flats in the Building under the provisions of the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as “**Society**”) as herein provided and handover of the management of the Building to the Society, the Owner-Promoter shall permit each of the flat purchasers in the Building to use, free of cost, car parking slot/s in the basements of the building. Accordingly, with a view to maintain order and decorum amongst all the flat purchasers in the Building, the Owner-Promoter hereby permits the Purchaser to use free of cost [●] car parking slot, as described in the **Third Schedule** hereunder written, and as shown in [●] color boundary in the proposed tentative Car Parking Plan being **Plan No. [●]** hereto annexed and marked **Annexure [●] (Colly.)** (hereinafter referred to as the “**Car Parking Slot(s)**”). The Purchaser shall use the Car Parking Slot(s) only for the purpose of keeping or parking vehicles and for no other purpose. Upon the formation and registration of the Society, the Owner-Promoter shall endeavour to ensure that the Society at its first General Meeting shall permanently allot the Car Parking Slot(s) in the basements to the Purchaser herein. The Purchaser agrees and acknowledges that the Owner-Promoter is not selling the Car Parking Slot(s) to the Purchaser, that no independent or separate purchase price or consideration is attributable to the same and that the Purchaser shall have the use and benefit thereof upon and subject to the terms and conditions recorded herein and upon the formation and registration of the Society as aforesaid, subject to the bye-laws, rules and regulations of such Society.

8. **Payment of Balance Purchase Consideration:**

8.1 The Purchaser shall pay and discharge the balance Sale Consideration in relation to the Flat agreed to be acquired by him/it in the manner specified in the **Fourth Schedule** hereunder written, within 15 (fifteen) days of receipt of Demand Letter in writing from the Owner-Promoter. Time for payment of the installments being the essence of this contract. The Purchaser is/are aware and hereby agrees and confirms that apart from the balance Sale Consideration as set out herein, the Purchaser shall be liable to pay all direct and indirect taxes thereto at the rate as required under the applicable law. The Purchaser agrees that save and except for the intimation from the Owner-Promoter as provided herein, it shall not be obligatory on the part of the Owner-Promoter to send reminders regarding the payments to be made by the Purchaser as per Payment Schedule specified in the Fourth Schedule hereunder written and the Purchaser shall make all payments to the Owner-Promoter on the due dates without fail and without any delay or default, time

of payment of the balance purchase consideration, taxes, and any other charges which will be payable by the Purchaser pursuant to this Agreement is the essence of the contract. All applicable taxes and statutory charges (including but not limited to GST/levies/cess/taxes) shall be to the account of and borne and paid by the Purchaser alone and the Owner-Promoter shall never be liable, and/or required to bear or pay the same or any part thereof. All payments to be made by the Purchaser under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **“Godrej & Boyce Mfg. Co. Ltd.”** or if directed by the Owner-Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Purchaser in the Owner-Promoter’s Bank Account along with applicable taxes thereon. In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the Flat, the Purchaser undertakes to direct such bank or financial institution and shall ensure that such bank or financial institution does disburse/pay such purchase consideration amount due and payable to the Owner-Promoter through an account payee cheque/ demand draft drawn in favour “Godrej & Boyce Mfg. Co. Ltd.” or by direct bank transfer/RTGS deposited in the Owner-Promoter’s Bank Account along with the applicable taxes thereon. If the payment cheques/banker’s cheques or any other payment instructions of/by the Purchaser is not honored for any reason whatsoever, then the same shall be treated as default under clause 12 below and the Owner-Promoter may at its option be entitled to exercise the re-course available thereunder. Further, the Owner-Promoter may, at its sole discretion, without prejudice to its other rights under Applicable Laws, levy a payment dishonour charge of Rs. 5,000/- (Rupees Five Thousand only) upon dishonor of a particular payment instruction, for first instance; and Rs. 10,000/- (Rupees Ten Thousand only) for a second instance of payment dishonour, in addition to the Interest for delayed payment. Upon occurrence of more than one instance of dishonour of any payment instruction of the Purchaser, no cheque will be accepted by the Owner-Promoter from the Purchaser and all subsequent payments shall be made through bank demand draft(s) or by direct bank transfer/RTGS only. The Purchaser agrees that in the event the Purchaser avails any loan/or loan facilitation services from any external third party, the Purchaser shall do so at his/her own cost and expense and shall not hold the Owner- Promoter and/ or the Development Manager liable/responsible for any loss/defective service/claims/demands that the Purchaser may have incurred due to the loan/or loan facilitation services so availed.

8.2 The Purchaser authorizes the Owner-Promoter to adjust/ appropriate all payments made by him/it under any head(s) of dues against outstanding, if any, in his/its name as the Owner-Promoter may in its sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Owner-Promoter under this Agreement and at law) and the Purchaser undertakes not to object/demand/direct the Owner-Promoter to adjust his/its overdue payments in the manner, first towards statutory dues, then against interest and subsequently towards outstanding sale consideration.

8.3 The Purchaser hereby declares, agrees and confirms that the monies paid/payable by the Purchaser under this Agreement towards the 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**”). The Purchaser further declare(s) and authorize(s) the Owner-Promoter to give personal information of the Purchaser to any statutory authority as may be required from time to time. The Purchaser 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. The Purchaser further agree(s) and confirm(s) that in case the Owner-Promoter becomes aware and/or in case the Owner-Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Owner-Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Owner-Promoter shall not have any right, title or interest in the Flat neither have any claim/demand against the Owner-Promoter, which the Purchaser hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Purchaser shall be refunded by the Owner-Promoter to the Purchaser in accordance with the terms of this Agreement only after the Purchaser furnishing to the Owner-Promoter a no-objection/consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser.

8.4 Furthermore, the Purchaser acknowledge(s) and confirm(s) that the Flat is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 (hereinafter referred to as “**Benami Act**”). The Purchaser understand(s) and agree(s) that in the event the Flat is found to be a 'benami property' as defined under the said Act and any proceedings are initiated under the Act against the Owner-

Promoter or the Flat, the Owner-Promoter shall have the right to take appropriate legal action to protect its interests and the interests of bona fide purchasers. The Purchaser shall fully cooperate with the Owner-Promoter.

8.5 The Purchaser clearly and unequivocally confirms that in case remittances related to the Sale Consideration and all other amounts as payable under this Agreement in respect of the Flat are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser to comply with the provisions of the Foreign Exchange Management Act, 1999 (hereinafter referred to as “**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Applicable Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Owner-Promoter with such permission/ approvals/ no objections to enable the Owner-Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser shall be the sole responsibility of the Purchaser. The Owner-Promoter accepts no responsibility in this regard and the Purchaser shall keep the Owner-Promoter 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 subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser to intimate in writing to the Owner-Promoter immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

8.6 Without prejudice to the other rights of the Owner-Promoter hereunder, the Owner-Promoter shall in respect of any amounts remaining unpaid by the Purchaser under this Agreement shall have a first charge/lien on the Flat until all amounts payable in respect of the Flat have been received by the Owner-Promoter and all payments due and payable under this Agreement are made, the Purchaser shall not be entitled to transfer his/its rights under this Agreement in any manner whatsoever.

9. **Interest on delayed payments:**

9.1 The Purchaser shall pay (by cheques/demand draft/pay order in the same name as provided in Clause 8.1 above) to the Owner-Promoter interest at the rate of (i) 2% (Two percent) above the then existing State Bank of India-Marginal Cost of Lending Rate (SBI-MCLR) per annum; or (ii) such other rate of interest higher/lower than 2% as may be prescribed under applicable law (hereinafter referred to as “**Interest**”) with monthly rests on all the

amounts which become due and payable by the Purchaser to the Owner-Promoter under Clause 8 above and under the other provisions of this Agreement from the date any amount falls due or is payable by the Purchaser to the Owner-Promoter until actual payment with Interest. However, this right of being paid the interest is without prejudice to the rights of the Owner-Promoter to rescind, cancel and terminate this Agreement on failure of the Purchaser to pay the amounts on the specified due dates. Provided that tender of the principal amounts and Interest or tender of the Interest and expenses thereof shall not itself be considered as waiver of the right of the Owner-Promoter under this Agreement nor shall it be construed as condonation of delay by the Owner-Promoter.

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

10. **Fixtures, Fittings and Amenities:**

10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities such as the elevator/s with particular brand, or price range (if unbranded) or its equivalent to be provided by the Owner-Promoter in the Building and the Flat are those that are specified in **Annexure [●]** hereto. The Purchaser has satisfied himself/itself about the fixtures, fittings and amenities to be provided and shall not make any objection in respect thereof. The Purchaser hereby agrees declares and confirms that save and except the specifications, fixtures, fittings and/or amenities as has been specified in Annexure [●] hereto, the Owner-Promoter shall not be liable required and/or obliged to provide any other specifications, fixtures, fittings and/or amenities in the Flat and/or in the Building. The Purchaser has been informed and is aware that all the natural materials, including marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Owner-Promoter shall pre-select such natural materials for installation in the Building and/or the Flat, and/or that form a part of the Flat amenities their non-conformity, natural discoloration or total differences/variations at the time of installation will be unavoidable, and the Purchaser shall not request for any rebate or replacement of marble/ flooring and/or reduction in the Sale Consideration. It is further agreed that in the event, the natural materials mentioned hereinabove, including marble, granite, natural timber etc. contain minor cracks at the time of hand over of possession of the Flat, due to natural wear and tear, then such minor cracks shall be filled-in by the Owner-Promoter by grout or by any other

appropriate material and the Purchaser agrees to not request for any rebate or replacement of such materials and/or reduction in the Sale Consideration on this ground.

10.2 For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply and/or for any other reasons beyond the control of the Owner-Promoter, any of the Flat Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted and/or materials or items of a similar nature, and/or similar priced materials or items may be provided without any approval of the Purchaser in order to enable the Owner-Promoter to offer possession of the Flat on the stipulated date. The Purchaser further agrees that in case the Owner-Promoter provides a different variant of the tiles, paints and/or sanitary wares, the Purchaser shall not have any objection to the same. The Purchaser agrees and undertakes not to withhold any payments to be made to the Owner-Promoter on this ground or refuse to/defer in taking possession of the Flat. The Purchaser hereby confirms and agrees that no changes in the fixtures, fittings or amenities in the Flat shall be accepted by the Owner-Promoter.

11. Common Areas and Facilities

11.1 The nature, extent and description of the Common Areas and Facilities and Limited Common Areas and Facilities proposed to be comprised in the Project are set forth in Part A and Part B respectively of the **Fifth Schedule** hereunder written. The Purchaser agrees accepts and acknowledges that the charges liabilities and taxes payable in respect of the Common Areas and Facilities will be payable by the purchasers, owners and occupants from time to time in the entire Project and will be distributed and apportioned on the basis of the areas of their respective flats/units as determined by the Owner-Promoter in its discretion.

12. Purchaser's Events of Default and Default Remedies:

12.1 The Purchaser shall promptly pay all amounts agreed to be paid by the Purchaser pursuant to this Agreement and shall observe and perform the terms, conditions, provisions and covenants contained in this Agreement and on the part of the Purchaser to be observed and performed. It is specifically agreed undertaken and covenanted by the Purchaser that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement, including but not limited to the default specified below shall be

deemed to be events of default liable for consequences stipulated in this Agreement (hereinafter referred to as “**Event of Default**”):

Without prejudice to the rights of the Owner-Promoter, if the Purchaser delays or commits default in making payment on due dates of any amounts and/or balance sale consideration due and payable by the Purchaser to the Owner-Promoter under this Agreement (including his/its proportionate share of, taxes, levied or imposed by concerned local or government body or authority and all other outgoings charges), and on the Purchaser committing three defaults of payment of instalments, the Owner-Promoter shall at his own option, be entitled to terminate this Agreement.

- 12.2 Upon the happening or occurring of the Event of Default, as per Clause 12.1 above, the Owner-Promoter shall without prejudice to all other rights entitlements and remedies that the Owner-Promoter may have against the Purchaser either under this Agreement, or in law or otherwise, and without prejudice to the rights of the Owner-Promoter to receive Interest as per Clause 9.1 hereinabove and notwithstanding what is stated herein, the Owner-Promoter shall be entitled, at its sole option, to terminate and cancel this Agreement PROVIDED THAT the Owner-Promoter shall give notice of 15 (fifteen) in writing to the Purchaser (hereinafter referred to as “**Default Notice**”), by Registered Post AD at the address provided by the Purchaser and e-mail at the email address provided by the Purchaser of its intention to terminate this Agreement with details of the specific breach or breaches of the terms and conditions in respect of which it intends to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner-Promoter within the period of Default Notice, the Owner-Promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Owner-Promoter refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages, such as Non-Refundable Amounts (defined hereinafter) or any other amount which may be payable to the Owner-Promoter) within a period of 30 (thirty) days of the termination, the instalments of Sale Consideration of the Flat which may till then have been paid by the Purchaser to the Owner-Promoter.

- 12.3 The intimation of termination as aforesaid shall be done by the Owner-Promoter by issuance of a written notice to the Purchaser (hereinafter referred to as “**Termination Notice**”) by courier/ Registered Post A.D. at the address provided by the Purchaser. On the receipt of the Termination Notice by the Purchaser this Agreement and any writings as may have been

executed in pursuance hereof, shall automatically stand cancelled and terminated, without any further act, deed matter or thing having to be done executed or performed by the Parties. Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser executing and registering the deed of cancellation or such other document (“**Deed**”) within 15 (fifteen) days of Termination Notice by the Owner-Promoter, failing which the Owner-Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, as an authorized constituted attorney of the Purchaser and the Purchaser hereby acknowledges and confirms. The Parties further confirm that any delay or default in the execution/ registration of the Deed shall not prejudice: (i) the termination of this Agreement; and (ii) the right of the Owner- Promoter to forfeit and refund the balance to the Purchaser; and (iii) the right of the Owner-Promoter to sell/transfer the Flat including the exclusive right to use the Parking Space(s) to any third party, as per its discretion. Notwithstanding, the above, in the event the Purchaser fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the Termination Notice by the Owner-Promoter, this Agreement shall *ipso facto* stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

12.4 Without prejudice to the aforesaid, upon termination, the Owner-Promoter shall be entitled to forfeit (a) Earnest Money paid till date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges (e) any taxes paid by the Owner-Promoter to the Authorities (f) any amount of stamp duty and registration charges to be paid on the Deed of Cancellation of this Agreement, and (g) any other taxes which are currently applicable or may be applicable in future; and (h) subvention cost (if the Purchaser has opted for subvention plan) which the Owner Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Owner Promoter to the bank; (j) No-cost EMI charges, if any paid by the Owner Promoter under any scheme (collectively referred to as “**Non-Refundable Amount**”). For the sake of clarity, the interest and/or taxes paid on the purchase price shall not be refunded upon such cancellation/termination. Upon such termination/cancellation, the Purchaser shall not have any right, title and/or interest in the Flat or any part thereof and/or against the Owner-Promoter and the Owner-Promoter shall be entitled to deal with, re-sell and/or dispose of the Flat in the manner it may deem fit without any intimation, reference or recourse to the Purchaser. Upon termination of this

Agreement as aforesaid, the Owner-Promoter shall be at liberty to dispose off and sell the Flat to such person or persons at such price and on such terms and conditions as the Owner-Promoter may deem and think fit in its absolute discretion and the Purchaser shall not be entitled to raise any objection to the same. Delay in issuance of any reminder/s or notice/s from the Owner-Promoter shall not be considered as waiver of the Owner-Promoter's absolute right to terminate this Agreement upon occurrence of an Event of Default. The Purchaser further agrees and undertakes that on occurrence of such event of termination as provided in Clause 15, the Purchaser shall return all documents (in original) with regards to this transaction to the Owner-Promoter, comply with all other requirements of the Owner-Promoter as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed.

13. **Schedule for possession of the Flat:**

13.1 Possession of the Flat shall be delivered to the Purchaser after the Flat is ready for use and occupation and the requisite occupation certificate is received for the same, PROVIDED the Purchaser is in compliance of all its obligations under this Agreement including without limitation timely payments of all the amounts due and payable by the Purchaser under this Agreement are received by the Owner-Promoter. The Purchaser shall take possession of the Flat within 15 (fifteen) days of the Owner-Promoter giving written notice to the Purchaser (hereinafter referred to as "**Possession Notice**") intimating that the Flat is ready for use and occupation. A photocopy of the Occupation Certificate will be furnished to the Purchaser along with the Possession Notice.

14. **Procedure for taking Possession**

14.1 Upon receiving the Possession Notice from the Owner-Promoter as per Clause 13.1 above, the Purchaser shall inspect the Flat in all respect to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of the sale consideration and dues to the Owner-Promoter as per terms and conditions of this agreement and take possession of the Flat within 15 days of the Possession Notice by executing necessary undertakings, indemnities, declarations and such other documentation as be stipulated by the Owner-Promoter. Upon receiving possession of the Flat or expiry of 15 (fifteen) days of the Possession Notice (hereinafter referred to as "**Possession Date**"), the Purchaser shall be deemed to have accepted the Flat, in accordance with this Agreement, and

shall thereafter, not have or make any claim/s, against the Owner-Promoter with respect to any item of work alleged not to have been carried out or completed. The Purchaser expressly understands that from such date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Purchaser and the Purchaser shall alone be responsible for all the maintenance and outgoings in respect of the Flat.

14.2 In the event the Purchaser does not take possession of the Flat from the Owner-Promoter, the Owner-Promoter shall not be liable for any deterioration of the interiors of the Flat and shall not be liable to repaint/touch-up the Flat, all of which shall be the liability of the Purchaser alone.

14.3 The Purchaser hereby agrees that in case the Purchaser fails to respond and/or neglects to take possession of the Flat within the time stipulated by the Owner-Promoter then the Purchaser shall in addition to the above, pay to the Owner-Promoter holding charges at the rate of Rs.110/- (Rupees One Hundred Ten only) per month per square meter of the Total Area of the Flat (hereinafter referred to as “**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities for the period of such delay. During the period of said delay the Flat shall remain locked at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition. The term “Holding Charges” means the separate independent pre-estimated and fixed charges in addition to and not in substitution of Interest.

14.4 Further in case the Purchaser fail/s to respond and/or neglect/s to take possession of the Flat within the aforementioned time as stipulated by the Owner-Promoter, then the Owner-Promoter shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Sale Consideration towards the Flat along with Interest on default in payment of instalments (if any) along with applicable taxes and any other charges/amounts. The Purchaser further agrees and acknowledges that the Owner-Promoter’s obligation of delivering possession of the Flat shall come to an end on the expiry of the time as stipulated by the Owner-Promoter in the Possession Notice and that subsequent to the same, the Owner-Promoter shall not be responsible and/or liable for any obligation towards the Purchaser for the possession of the Flat.

15. **Possession Date:**

15.1 Possession of the Flat shall be delivered by the Owner-Promoter to the Purchaser after obtaining the Occupation Certificate in respect of the Building, by the end of _____, in accordance with the provisions of Clauses 13 and 14 above, subject to the sub-clauses below.

15.2 The Owner-Promoter shall not incur any liability if it is unable to deliver possession of the Flat by the Possession Date if the completion of the Building is delayed by reason of any act of God, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, civil war, or on account of any court proceedings or any notice, specific stay, injunction order, rule, regulations or notification of the Government and/or any other public or competent authority or any order passed by any Court / competent authority/ judicial / quasi-judicial / statutory authority / higher power committee and in any of the aforesaid events the time for delivery of possession of the Flat to the Purchaser shall stand extended by such period of delay.

15.3 It is expressly clarified by the Owner-Promoter and agreed by the Purchaser that if the Purchaser desire(s) any modification/s in the specification/s and amenities to be provided in the Flat and offers to make payment of the additional charges for such modification to the Owner-Promoter in advance and if the Owner-Promoter accepts such offer, then the time required for such modification shall be added to the time for delivery of possession of the Flat to the Purchaser. It is, however, clarified that it shall be at the discretion of the Owner-Promoter, whether to accept or refuse the request/ offer of the Purchaser.

15.4 It is hereby agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate of the Flat, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by the Purchaser after the intimation of the Occupation Certificate.

15.5 It is clarified that the common areas and facilities appurtenant to the Flat, to be situated in the Building (listed in the **Annexure [●]** annexed hereto), shall be available for use by the time the development of the Project is fully completed. The Purchaser shall have no objection to the Owner-Promoter carrying out the work on the aforesaid common areas and facilities to be located in the Project, after taking over possession of the Flat.

15.6 If, for any reason the Owner-Promoter is unable or fails to give possession of the Flat to the Purchaser by the date specified in sub-clause 15.1 above, and

also any further extended date/s, as the case may be (whichever is later), then and in such case only, the Purchaser shall be entitled to give written notice to the Owner-Promoter, terminating this Agreement. It is agreed that the Purchaser shall not be entitled to terminate this Agreement save and except in case of default or failures on the part of the Owner/ Promoter in the manner specified in this Clause.

15.7 In the event of the Purchaser terminating this Agreement on account of such failure on the part of the Owner-Promoter, the Owner-Promoter shall, within 60 (sixty) days from the receipt of such written notice, refund to the Purchaser the total amounts already received by the Owner-Promoter from the Purchaser (as per the provisions of this Agreement), together with Interest from the date of receipt of each instalment/payment of the aforesaid Total Purchase Consideration, till the repayment thereof.

15.8 Upon such termination, and offer of the refund by the Purchaser, the Purchaser shall have no claim whatsoever against the Owner-Promoter relating to the Flat or arising out of this Agreement and the Owner-Promoter shall be fully and absolutely entitled to deal with or sell/transfer/dispose off the Flat in any manner to any person at such price and upon such terms, as the Owner-Promoter may deem fit, without any reference to or recourse by the Purchaser). The Parties to this Agreement shall, if necessary, execute and register a Deed of Cancellation of this Agreement simultaneously with the aforesaid refund payment. In the event of the Purchaser having opted to terminate this Agreement, refuses or fails to accept the said refund amount (together with Interest), for any reason whatsoever, within 15(Fifteen) days of the Owner-Promoter offering the same to the Purchaser, the Purchaser shall be deemed to have waived his/ her/ their/ its right to the Interest, and the Owner-Promoter shall be free to sell, transfer or otherwise deal with the Premises in such manner as it deems fit.

15.9 It is further clarified that in the event of termination of this Agreement by the Purchaser (as provided in this Clause) if any amount/s have been paid/reimbursed by the Purchaser to the Owner-Promoter towards GST (as specified in **sub-clause 6.3 above**), the same shall be refunded by the Owner-Promoter to the Purchaser subject only upon (i) such claim of refund of GST has been made within the timeframe stipulated under the applicable laws (as may be amended from time to time) and (ii) the same being received by the Owner-Promoter from the concerned government/ statutory authorities and only to the extent received. It is also clarified that in the event the Owner-Promoter is not entitled to seek refund of GST from the

concerned authorities, then the Purchaser shall not be entitled to claim the same.

15.10 In the event of the Purchaser opting not to terminate this Agreement, the Owner-Promoter shall be liable to pay to the Purchaser Interest on all the amounts paid by the Purchaser to the Owner-Promoter, for each month of delay till the handing over the possession of the Flat.

15.11 If as a result of any legislative order or regulation or direction of the Government or public authorities not being on account of any act or omission on the part of the Owner-Promoter, or an aforesaid Force Majeure condition which cannot be resolved within a reasonable time, the Owner-Promoter is unable to complete the Building and/or to give possession of the Flat to the Purchaser, the only responsibility and liability of the Owner-Promoter will be to return to the Purchaser the total sale consideration that has been received from the Purchaser (in terms of this Agreement) and, save as aforesaid, the Purchaser shall have no right/claim of any nature whatsoever relating to the Flat or against the Owner-Promoter or otherwise on any account whatsoever and howsoever.

16. Defect Liability Period:

16.1 Subject to the Purchaser having complied with his/its obligations under this Agreement and having duly paid the full purchase price and other charges payable by the Purchaser under this Agreement, if within a period of 5 (five) years or such further period as may be prescribed under Applicable Laws (as amended from time to time), from the date of handing over the Flat by the Owner-Promoter to the Purchaser, the Purchaser brings to the notice of the Owner-Promoter in writing, any structural defect in the Flat or the Building in which the Flat is situate or any other defect on account of workmanship, quality or provision of service, then, wherever possible, if such defect is in the opinion of the Architect appointed by the Owner-Promoter, solely attributable to the Owner-Promoter, such defects shall be rectified/repared by the Owner-Promoter at its own cost and in case it is not possible to rectify such defects, then the Owner-Promoter shall compensate the Purchaser for such defect as determined by the Project Architect, in its sole and absolute discretion, which shall bind the parties. In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Applicable Laws, having regard to the nature of defect, then the Owner Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to

the Purchaser the association / the maintenance agency, as the case may be. The Purchaser hereby agrees to such additional time/extension of time.

16.2 Provided however, that the Purchaser shall not carry out any alterations of whatsoever nature in the Flat and in specific the structure of the Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erections or alterations in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the prior written consent of the Owner-Promoter, the defect liability of the Owner-Promoter automatically shall become void.

16.3 It is understood and agreed that the Owner-Promoter shall also not be liable for any defects or damage if the same have been caused by reason of any act or default, negligence, commission or omission by the Purchaser and/or any other Purchasers of flats in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser and/or any other purchaser/person in the Project and/or the Project Land. The word “**defect**” here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Owner-Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the Flat by the Purchaser. Further where the manufacturer warranty as shown by the Owner-Promoter to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the Flat and if the annual maintenance contracts are not done/renewed by the Purchaser, the Owner-Promoter shall not be responsible for any defects occurring due to the same. That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment’s fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. The Owner-Promoter having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Purchaser directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Owner-Promoter / the manufactures/ the

maintenance agency / the association. That the Purchaser has been made aware and expressly agrees that the regular wear and tear of the Flat and/or Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

17. Conditions precedent to possession of the Flat:

17.1 At the time of taking possession of the Flat and in any event within 15 (fifteen) days of the Possession Notice, the Purchaser shall fully satisfy himself/itself with regard to the plumbing, electric, sanitary, water, fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the Flat and acknowledge in writing to that effect to the Owner-Promoter and the Purchaser shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf or shall have any claim whatsoever against the Owner-Promoter save and except as stated in clause 16 hereinabove (defect liability). In the event no such written communication is received by the Owner-Promoter from the Purchaser raising any grievance as to the Flat, within 15(Fifteen) days of the Possession Notice, it shall be construed that the Purchaser is/ are satisfied with the Flat in all respects. If any damage is caused to the Flat after the date on which the Purchaser has taken possession of the Flat or expiry of 15(Fifteen) days of the Possession Notice, whichever is earlier, the Owner-Promoter will not be held responsible for the cost of reinstating or repairing the same and the Purchaser alone will be responsible for the same.

17.2 The Purchaser hereby agrees that in the event the Purchaser opts to take the Flat 'bare-shell' and instructs the Owner-Promoter in writing not to execute any works inside the Flat, then the Purchaser shall not be given any rebate/reduction in the sale consideration for works not done by the Owner-Promoter in the Flat on instruction of the Purchaser. The Purchaser shall also be required to sign the handing over checklists before taking possession of the Flat and for carrying out the work as required by him/it.

18. The Owner-Promoter to comply with stipulations of local authority:

18.1 The Owner-Promoter agrees to observe perform and comply with all the terms conditions stipulations and restrictions if any, which may have been imposed by the Corporation and any other concerned local or government body or authority at the time of sanctioning the plans or thereafter or hereafter and shall before handing over possession of the Flat to the

Purchaser obtain from the concerned local authority occupation certificate in respect of the Flat.

19. **F.S.I./T.D.R./D.R.C:**

19.1 The Purchaser has been informed and is aware that the buildable area has been sanctioned for the entire Layout Land as a single layout on the basis of the available Floor Space Index (hereinafter referred to as “FSI”) and accordingly the Owner-Promoter has developed/ is developing the Layout Land in multiple segments/phases.

19.2 The Owner-Promoter declares that the FSI proposed to be consumed for construction of the Building is presently _____, i.e., built-up area of _____ square metres, subject to Owner-Promoter’s absolute rights hereby reserved to alter, amend, vary or change the Building plans, in accordance with RERA, after taking necessary approvals from the Corporation.

19.3 Further, the Purchaser has been informed and acknowledge(s) that the FSI proposed to be consumed in the construction of the Building may not be proportionate to the area of the Project Land on which it is being constructed and/or in proportion to the total area of the Project Land taking into account the FSI utilized/ to be utilized for all buildings to be constructed thereon. The Owner-Promoter in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Layout Land/ individual segments /phases as it thinks fit and the Purchasers of the premises in such buildings (including the Purchaser) have understood the manner of consumption of the FSI as set out hereinabove and agrees not to raise any claim or dispute thereof.

19.4 The Owner-Promoter has disclosed the aforesaid FSI as proposed to be utilized by it in the Project and the Purchaser has agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by the Owner-Promoter by utilizing the aforesaid FSI and on the understanding that the declared FSI belongs to the Owner-Promoter only.

19.5 Subject to the provisions of this Agreement the Purchaser acknowledges that the Owner-Promoter shall be entitled to utilize and deal with all the development potential of the Layout Land including the existing and future FSI and/or transferable development rights (hereinafter referred to as “TDR”) and/or Development Right Certificate (hereinafter referred to as “DRC”) heretofore sanctioned or as may hereafter be sanctioned and shall

be entitled to use such FSI (including premium FSI, compensatory FSI, fungible FSI etc.) and/or DRC in the manner deemed fit by the Owner-Promoter.

19.6 Subject to and upon the terms conditions and provisions hereof, the unutilized/residual FSI (including future accretions/ enhancement due to change in law or favourable relaxation of the relevant building regulations or otherwise) in respect of the Layout Land on which the entire Layout is developed by the Owner-Promoter in the manner set out hereinabove, shall always be available to and shall always be for the benefit of the Owner-Promoter and the Owner-Promoter shall have the right to deal/use the FSI/TDR as it may deem fit, without any objection/interference from the Purchaser. In the event of any additional FSI in respect of the Project or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Owner-Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development on the Layout Land as may be permissible.

19.7 Neither the Purchaser nor any of the other purchasers of flats in the buildings/towers being constructed on the Layout Land (including the Building) nor the Society registered in such buildings (including the Building) nor the Ultimate Federal Society shall be entitled to claim any FSI and/or TDR howsoever available on the Layout Land. All FSI and/or TDR at any time available in respect of the Layout Land in accordance with the Layout or any part thereof shall always belong absolutely to the Owner-Promoter till the time the development of the entire Layout of the Layout Land as contemplated by the Owner-Promoter is completed by the Owner-Promoter and building(s)/ the Layout Land is conveyed to the Ultimate Federal Society, in the manner set out herein below.

19.8 It is also agreed by the Purchaser that even after the formation of the Ultimate Federal Society, the Owner-Promoter (if permitted by the Corporation and other authorities) shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Layout Land and shall thereby continue to retain full right and authority to develop the Layout Land 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 Owner-Promoter who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Owner-

Promoter may deem fit. It is agreed between the parties that the utilization of FSI/additional FSI shall be in accordance with the provisions of law. The FSI/TDR consumed in the different buildings/ towers on the Layout Land are not and may not be in the same ratio as the land area of the portions of the Layout Land on which they are constructed, and as such it may not be possible to sub-divide the Layout Land and the Purchaser shall not be entitled to insist upon the sub-division of the Layout Land.

- 19.9 The Purchaser agree acknowledge and confirm that the Owner-Promoter shall be fully entitled to construct any other building/s and/or structures and/or amenities as may from time to time be approved by competent authorities, through utilization of the full potential of the Layout Land by availing, consuming and utilizing the existing, new and additional Floor Space Index(F.S.I.), fungible F.S.I. and compensatory F.S.I. and loading Transferable Development Rights (TDR) which may be applicable/ permissible/available in respect of the Layout Land in accordance with the sanctioned building(s) Plans, Layout Plans and Specifications as may be amended/ modified from time to time by the Owner-Promoter after taking necessary approval of the Corporation, and complying with other provisions of applicable law.

20. COMMERCIAL/ RETAIL UNITS

- 20.1 The Purchaser is/are aware that the Building shall also consist of commercial/ retail units on the ground floor, which shall be sold/ allotted/ leased by the Owner-Promoter to third parties. Such retail unit owners /users shall have a dedicated access through a separate gate, identified for this purpose. The said gate shall be used by the retail unit owners/ users for the purposes of loading and unloading goods and for other allied business activities only.

- 20.2 The Purchaser is/are further aware that the Owner-Promoter shall have the sole discretion to sell, allot and/or lease the retail units or any part thereof to such persons and on such terms and conditions as it deems fit, and the Purchaser or the Society shall have no objection for the same.

- 20.3 The purchasers of such commercial /retail units shall also be joined as members of the Society to be formed for the Building. Every retail unit owner shall have one vote in the Society. It is further agreed that the majority members of the Society shall not be entitled to take any decision affecting

any of the rights of the retail unit owners in the Building, without the express consent of a majority of the retail unit owners.

20.4 The Purchaser agrees and confirms that they shall raise no objection to the use of the commercial/ retail units by the owners/users thereof, and to the retail unit visitors/vendors visiting the commercial /retail units, through the designated access route for the units.

20.5 The Purchaser is /are aware that there shall be dedicated Car Parking Slot(s) to be used by the owners/users of the commercial /retail units in the Building. However, such owners/users and other persons visiting the commercial/ retail units may be permitted by the Owner-Promoter, to use the designated guest parking spaces in the [●] of the Building and the Purchaser shall not raise any objection to the same.

20.6 The proportionate contribution of the owners of commercial/ retail units towards the property taxes, maintenance and other outgoings in respect of the Building shall be as determined by the Owner-Promoter and subsequently by the Society, and may be different from that payable by the owners of residential flats in the Building. Commercial/ retail unit owners shall be liable to pay their proportionate share of maintenance and outgoings along with flat purchasers to the Society with respect to only those amenities and facilities, which shall be available for their use.

21. Purchaser has no claims to other spaces:

21.1 The Agreement on the part of the Purchaser to acquire the Flat does not grant him/it any rights to interfere with the remaining part of the development of the Layout Land, and the Purchaser shall restrict his/its claim and rights only to the Flat agreed to be purchased by him/it as aforesaid and will not raise any objection to the further development of the Layout Land (which is not the subject matter of this Agreement).

21.2 It is reiterated that Purchaser shall have no claim whatsoever save and except in respect of the Flat hereby agreed to be acquired (together with the use of the common areas and facilities appurtenant to the Flat). All other open spaces, recreation ground and other spaces, etc. in the Building (as may be finally constructed by the Owner-Promoter in the Project Land) will remain the property of the Owner-Promoter (in the manner provided herein) until the built up area of the Building is conveyed and transferred to the Society

and the Layout Land is assigned, conveyed and transferred to the Ultimate Federal Society.

22. **Payment of monthly outgoings and dues:**

22.1 Within 15 (Fifteen) days of the Possession Notice, the Flat shall be at the risk of the Purchaser irrespective of whether possession of the Flat is actually taken or not by the Purchaser in all respects including but not limited to loss or damage arising from the destruction deterioration injury or decrease in value of the Flat. It is agreed that until the management of the Building is handed over to the Society and until the Purchaser has been admitted to the membership of the Society, the Purchaser shall be liable to bear and pay to the Owner-Promoter or its nominee or appointee the adhoc monthly contribution for a period of 12 (twelve) months in advance at the rate of approximately Rs.[●]/- (Rupees [●] only) per square foot of the carpet area of the Flat towards the outgoings as mentioned in Item [●] of Annexure [●] hereto. Thereafter, the Purchaser shall regularly pay to the Owner-Promoter/Society the adhoc monthly contribution as may be determined by the Owner-Promoter /Society from time to time on or before the 5th day of each and every month towards his/its provisional proportionate share of all expenses and outgoings in respect of the Flat/Building and the Project Land, on account of the following *inter alia*, viz.(a) building insurance premium, (b) property taxes (c) all rates taxes cesses assessments betterment charges and all other levies/impositions made by the concerned local or public bodies or authorities and/or Government (State or Central) that may from time to time be levied against the Project Land and/or the Building (including but not limited to goods and service tax, turnover tax and other future levies/ taxes which become payable from the date of execution hereof in respect of this Agreement or purchase of the Flat) and charges for water and sewerage N.A. Taxes, Sub-station and Cable Costs or other levies service charges and taxes, (d) outgoings for the provisional maintenance and management of the Building including the Flat and the amenities, common areas, common lights and other outgoings, (e) maintenance charges and collection charges such as salaries of clerks, bill collectors, watchmen, sweepers, managers, lift operators, house-keeping bills, annual maintenance contracts of the elevators, pumps, security system etc., and all other expenses and outgoings necessary expedient and/or incidental in connection with the management administration and maintenance of the Project/ the Project Land and structures thereon and (f) upkeep and maintenance cost of the façade of the Building (hereinafter collectively referred to as “**Outgoings**”) as specified in Annexure [●]

hereto. The amounts of deposits and outgoings payable by each purchaser has been fixed provisionally by the Owner-Promoter, which may be increased over a period of time, and the Purchaser has agreed and confirmed and shall be bound by the same. The amounts so paid by the Purchaser to the Owner-Promoter shall not carry any interest and shall remain with the Owner-Promoter and shall be utilized by it for meeting Outgoings until handover of the management of the Building to the Society registered in respect of the Building and the structure is transferred to it. If the amount of adhoc monthly contribution fixed by the Owner-Promoter is found to be deficient, the Purchaser shall pay to the Owner-Promoter on demand such revised amount as may be fixed by the Owner-Promoter. The Owner-Promoter shall, from and out of such contributions collected by it, pay the common expenses in respect of the Project Land and structures thereon and shall render to the Society a consolidated account of the total amount collected from all the purchasers of flats in the Building and of the total amount spent out of the same, and hand over the excess or recover the deficit, as the case may be, to/from the Society. The Owner-Promoter or the Society, as the case may be, shall be entitled to proceed against the Purchaser for recovery of the same if the outgoings of the Flat has remained unpaid in terms of this Clause. In the event the Purchaser fails to make payment of Outgoings, the Owner-Promoter shall be entitled to levy Interest as prescribed under Applicable Laws on such defaulted payment from the date it is due till actual realization. This shall be without prejudice to the other rights and remedies of the Owner-Promoter against the Purchaser.

22.2 The Purchaser is aware that the Building shall consist of residential flats as well as some commercial units at the podium level, and therefore, the Outgoings in respect of the residential flats shall be different from the Outgoings in respect of the commercial units.

22.3 It is agreed that the Owner-Promoter shall not be liable to pay any Outgoings in respect of the unsold flats/ units in the Building for a period of 6 (six) months after the Occupation Certificate is obtained. Thereafter, the Owner-Promoter shall be liable to pay the Outgoings at actuals in respect of each of the aforesaid unsold flats/ units similar to the outgoings payable by the other flat /unit owners.

23. Bridge connecting two wings/ towers of the Building:

23.1 The Owner-Promoter has represented to the Purchaser that the Building shall have a bridge connecting two wings/towers at the thirty first and terrace level, which shall encompass some common amenities inside and shall have an appropriate external cladding on part of external façade (hereinafter referred to as “**Sky Bridge**”) and the cost of upkeep and maintenance of the same, including but not limited to repairs/ replacement of bearings of the Sky Bridge and Building Maintenance Unit (BMU) shall be recovered from the Purchaser as a part of ad-hoc monthly contribution towards advance proportionate share of Expenses and Outgoings as specified in clause 22.1 hereinabove and the Purchaser hereby agrees to pay the Maintenance Charges. Upon and after handover of the management of the Building to the Society (and its members), it shall be the obligation and responsibility of the Society to appoint an Original Equipment Manufacturer (OEM) or competent authorized vendor to maintain and keep the Sky Bridge and associated equipment, systems and etc., safe and operational at all times and also replace the same (if required) by taking proportionate contribution from its Members as it may deem fit.

24. **Adjustment and treatment of collections:**

24.1 The Owner-Promoter shall not be required to render to the Purchaser, any separate account of the collection made from him/it towards the Outgoings and/or expenses incurred in respect of the Flat, including towards maintenance cost for Sky Bridge as aforesaid, however a consolidated Audited Account shall be shared with the Society registered in respect of the Building. The rendition of consolidated account to the Society and settlement of such account shall discharge the Owner-Promoter of its responsibility to refund excess, if any, out of such collections made from one or more of the flat purchasers and/or recovering deficit, if any, from one or more of them; the flat purchasers as members of the Society shall make up and adjust amongst themselves their respective accounts. The Purchaser shall not make any grievance or take any objection whatsoever to the consolidation of all receipts and expenses in respect of the different flats in the Building as aforesaid.

25. **Club Houses and recreational facilities:**

25.1 The Owner-Promoter has informed the Purchaser that the Owner-Promoter has constructed a Club House-1 equipped with amenities and recreational facilities such as swimming pool, gymnasium etc. on a portion of the Layout Land (hereinafter referred to as “**Club House-1**”) as indicated on Plan No.

[●] hereto annexed and marked “Club House-1” for the use and benefit in common of the purchasers and occupants of the flats in buildings in Godrej Garden Enclave, i.e. the Layout, and also for any other persons as the Owner-Promoter may permit in accordance with and subject to the rules and regulations as framed by the Owner-Promoter for use of the Club House-1 and other amenities as aforesaid and the fees to be paid and other contributions to be made by such persons. All costs charges and expenses of maintenance repairs, reconstructions, renovation, payment of Outgoings shall be incurred by the members of the Club House-1. Presently, the owners of flats in Building A1, Building A2, Building A3, Building A4, Building A5 and Building A6 are using the Club House-1 upon payment of maintenance and operation charges. In the event, the Purchaser (jointly with all the other flat owners in the Building) desire to use the Club-House-1 its facilities/amenities, then the Purchaser (jointly with all the other flat owners in the Building) can avail the same by making the necessary payments to the Owner-Promoter through the Society. After the date of formation and registration of the Ultimate Federal Society, such payments shall be made to the Ultimate Federal Society through the Society.

25.2 The Owner-Promoter has constructed a Club House-2 equipped with amenities and recreational facilities such as swimming pool, gymnasium etc. on a portion of the Layout Land (hereinafter referred to as “**Club House-2**”) as indicated on Plan No. [●] hereto annexed and marked “Club House-2” for the exclusive use, benefit and enjoyment in common of the purchasers and occupants of the flats in Godrej Platinum Buildings comprising of Tower B1, Tower B2, Tower B3 and Tower B4. The Purchaser shall not claim any membership/ usage rights in the Club House-2.

25.3 The Owner-Promoter has further informed the Purchaser that the Owner-Promoter has constructed various amenities and facilities at ground floor, podium level, terrace level and at the connecting sky bridge of the Building (hereinafter collectively referred to as “**Building Amenities**”), as more particularly described in the Fifth Schedule hereunder written, for the exclusive use, benefit and enjoyment in common of the Purchaser and other occupants of the residential flats in the Building, comprising of Wing C1 and Wing C2. All such users shall use and enjoy the Building Amenities on the same basis and consistently without any preferential, exclusive or additional further right or benefit and all costs, charges, expenses of maintenance, repairs, reconstruction, renovation and payment of Outgoings shall be borne and paid by them proportionately irrespective of whether any of the Purchasers in the Building may not access, use and enjoy the benefit

of the Building Amenities. The management and operations of the Building Amenities shall, until handed over by the Owner-Promoter to the Society formed and registered by the Owner-Promoter, shall be under the sole exclusive and absolute control of the Owner-Promoter and/or Facility Management Company, who shall be entitled *inter-alia* to frame and implement, the rules and regulations in respect thereof and the Purchaser shall abide by such rules and regulations as may from time to time be framed by the Owner-Promoter and/or Facility Management Company for the use and management of the Building Amenities (including payment of running and maintenance charges proportionately). The Purchaser shall on or before delivery of possession of the Flat and in any event within 15 days of the receipt of written notice from the Owner-Promoter pay to the Owner-Promoter a sum of money being monthly contribution for a period of 12 (twelve) months in advance as mentioned in **Item [●] of Annexure [●]** hereto towards his/its proportionate share of the Building Amenities, Utility and Maintenance Charges. Thereafter every quarter the Purchaser shall pay in advance three months contribution (without any deduction) as may from time to time be estimated or determined by the Owner-Promoter/Society and shall not withhold the same or any part thereof for any reason whatsoever. The Purchaser undertakes to pay to the Owner-Promoter/Society regularly the provisional monthly contribution towards the Building Amenities, Utility and Maintenance Charges or such other amounts as will be communicated from time to time by the Owner-Promoter/ Society to the Purchaser in writing at a later date towards the same and such payments shall be promptly made in advance to the Owner-Promoter/Society. Excess collections, if any, by the Owner-Promoter shall be handed over by the Owner-Promoter to the Society (when formed) subject to adjustment and treatment in the same manner as herein mentioned. However if, prior to the operations, administration, management, charge and control of the Building Amenities is handed over to the Society, the actual charges and expenses required to be made for maintenance thereof, exceed the amount so received collectively from all the purchasers and occupants, then the Owner-Promoter shall be entitled to call for and demand such additional amounts from the purchasers and the Purchaser shall pay to the Owner-Promoter on demand such revised amount as may be fixed by the Owner-Promoter. Upon and after handover of the management of the Building to the Society as herein provided, it shall be the duty of the Society to collect such contribution/charges from its members and pay to the Owner-Promoter. The Purchaser shall in addition pay to the Owner-Promoter a further sum of money as mentioned in **Item [●] of Annexure [●]** hereto towards his/its proportionate share of non-refundable mandatory contributions to the

Corpus Fund of the Building Amenities. The Owner-Promoter shall look after the maintenance of the Building Amenities and for the purpose the Owner-Promoter shall be entitled to utilize the contributions to the Corpus Fund towards such repairs and maintenance and/or upkeep. The amount or the amounts which may from time to time be received by the Owner-Promoter from other purchasers of flats in Building shall be kept separately and the same may from time to time be invested in fixed deposits and/or other investments schemes for an appropriate period as may be determined by the Owner-Promoter at its own discretion and interest or income earned thereon shall be utilized by the Owner-Promoter for the purposes mentioned herein and shall also have the benefit of the credit of tax deducted at source ("TDS") in respect thereof and upon the Owner-Promoter/Society accepting, approving, reconciling and settling all the accounts/financials with the Owner-Promoter, the Owner-Promoter shall hand over to the Society the balance which may then be standing to the credit of the Corpus Fund account with respect to the Building Amenities after deducting therefrom all expenses incurred by the Owner-Promoter. If the interest or income earned in the Corpus Fund Account is not sufficient to meet the concerned expenses, the Purchaser shall proportionately pay the shortfall in monthly/quarterly or any installments as may be demanded by the Owner-Promoter without raising any dispute or objection with regard thereto. The Owner-Promoter shall be entitled and is hereby expressly permitted by the Purchaser to use any part of the Corpus Fund (if the income earned therefrom is not sufficient) to meet the expenses referred to in this clause (for which the Corpus Fund is intended).

25.4 It is clarified that the Tennis Court, Multi-purpose Court, Children's Play Area and Jogging Track in the Godrej Garden Enclave complex as indicated on Plan No. [●] hereto annexed are for the use and benefit of all purchasers and occupants of all the buildings in the Layout, Godrej Garden Enclave, including the Purchaser herein.

25.5 The entitlement to use the Building Amenities is and shall be personal to the Purchaser and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Flat by the Purchaser or his/its assigns to any persons (hereinafter referred to as "**Premises Transferees**"), the Premises Transferees shall solely be entitled to use and enjoy the Building Amenities in the place and stead of the Purchaser (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as

may be required of them, at such time. Under no circumstances, shall the Purchaser and /or the Premises Transferees be entitled to use enjoy or access the Building Amenities after he/it has sold and transferred the Flat.

25.6 In addition to the charges and expenses referred to in sub-clause 22.1 above, there would be charges including one-time or per day or per use charges in respect of any of the amenities or facilities or services available and/or provided in and from the Building Amenities, as determined by the Owner-Promoter in the Rules and Regulations framed in respect thereof, and the person/s who avails of such amenities or facilities or services shall be entitled to use the same only upon payment thereof.

26. Maintenance of Common Facilities:

26.1 The Owner-Promoter has informed the Purchaser that there will be common areas and facilities on the Layout Land like internal roads, recreation space (Tennis Court, Multi-purpose Court, Children's Play Area and Jogging Track in the *Layout*), landscape and green spaces, passages, street lighting, fire-fighting, water supply/water pumps, rain water harvesting system, electric and tele communication cables and infrastructure, common water pipelines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant, diesel generator sets (if provided), organic waste convertor (*if provided*), security arrangement of the Layout (excluding security for individual buildings) and other similar conveniences, facilities, amenities and services (collectively, "**Common Infrastructure**") for the more beneficial use and enjoyment of the occupants of all the buildings in the Layout. The Owner-Promoter has further informed the Purchaser that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser along with other purchasers of flats in the Building and also in other buildings in the Layout shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats in the Building, including the Purchaser herein and the proportion to be paid by the Purchaser shall be determined by the Owner-Promoter/ Ultimate Federal Society and the Purchaser agrees to pay the same regularly without raising any dispute or objection with regard thereto. Accordingly, the Purchaser shall on or before delivery of possession of the Flat and in any event within 15 (fifteen) days of the receipt of written notice referred to in clause 13.1 above from the Owner-Promoter, be liable to bear and pay to the Owner-Promoter or Facility Management Company the adhoc monthly contribution for a period of 36 (thirty-six) months in advance at the rate of

approximately Rs. _____ (Rupees _____ Only) per square foot of the carpet area of the Flat as mentioned in **Item [●]** of **Annexure[●]** hereto towards his/its provisional proportionate share of the Common Maintenance Charges. Thereafter, the Purchaser shall regularly pay to the Owner-Promoter the adhoc monthly contribution as may be determined by the Owner-Promoter from time to time on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The amounts so paid by the Purchaser to the Owner-Promoter shall not carry any interest and shall remain with the Owner-Promoter and shall be utilized by it for meeting common maintenance charges. If the amount of adhoc monthly contribution fixed by the Owner-Promoter is found to be deficient, the Purchaser shall pay to the Owner-Promoter on demand such revised amount as may be fixed by the Owner-Promoter. All monies paid by the Purchaser are ad hoc and the Owner-Promoter shall not be required to render to the Purchaser any separate account of the collection made from him/it and/or expenses incurred in respect thereof, however, a consolidated un-audited account shall be shared with the Society registered in respect of the Building. It shall be the responsibility of the Society to collect such amounts from its members and pay to the Owner-Promoter or the Ultimate Federal Society (as the case may be). After the execution of Conveyance/Assignment in favour of the Ultimate Federal Society, the Ultimate Federal Society may at its discretion revise and re-fix the amounts payable for different flats. Excess collections, if any, by the Owner-Promoter for the common maintenance shall be handed over by the Owner-Promoter to the Ultimate Federal Society as if it constituted a part of the deposit collected under this clause, subject to adjustment and treatment in the same manner as herein mentioned.

26.2 Neither the Purchaser nor any of the purchasers of flats /units in the Building and the Godrej Garden Enclave shall object to the Owner-Promoter laying through or under or over the Layout Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines etc. belonging to or meant for any of the other buildings/towers which are to be developed and constructed by the Owner-Promoter on the Layout Land.

27. Charges/Deposits to be paid to the Owner-Promoter:

27.1 At the time of taking possession of the Flat and in any event within fifteen days of the receipt of a written notice from the Owner-Promoter referred to hereinabove, the Purchaser shall keep deposited with the Owner-Promoter

or pay to the Owner-Promoter the purchaser's share of all estimated costs charges and expenses as mentioned in **Annexure [●]** hereto inter alia towards various deposits / charges / costs / mentioned herein and all increases therein after the date hereof.

28. Utilization of deposits/amounts:

28.1 The Owner-Promoter shall utilize and adjust the sum of money paid by the Purchaser as mentioned in **Item [●]** and **[●]** of **Annexure [●]** hereto for meeting all legal costs charges and expenses, including professional costs of the Advocates and Solicitors of the Owner-Promoter in connection with formation and registration of the Society (of the purchasers of flats in the Building) and also of the Ultimate Federal Society (of all co-operative societies in the Layout), preparing its Constitution and Rules Regulations and Bye-laws or other documents and instruments and the cost of preparing and engrossing this Agreement and the proposed Conveyance/Assignment to be executed by the Owner-Promoter in favour of the Ultimate Federal Society. **In respect of the above the Owner-Promoter shall not be required to give details of these expenses.**

29. Maintenance of separate account:

29.1 The Owner-Promoter shall maintain a separate account in the name of "Godrej & Boyce Mfg. Co. Ltd." in respect of sums received by the Owner-Promoter from the Purchaser as per **Annexure [●]** as advance or deposit, sums received on account of the share capital for the formation or registration of the Society or towards the Outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30. Any additional taxes to be borne by the Purchaser:

30.1 The Purchaser hereby agrees that after possession of the Flat is given or deemed to be given to the Purchaser, any amount including Outgoings which become due or payable by the Purchaser to the Owner-Promoter under this Agreement and also in the event of any amounts by way of rates taxes, cesses, assessments, land revenue premium, betterment charges, development tax or any other statutory tax, levy payment, imposition or assessment, whatsoever by whatever name called under any Act (including Goods and Service Tax, land under construction tax, property tax, local body tax and turnover tax), which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to (i) the sale of Flat or (ii) pro-rata on account of the entire

development of the Layout Land; or (iii) on the purchase consideration and other amounts payable by the Purchaser to the Owner-Promoter; or (iv) otherwise becoming payable to the Government (State of Central) or to Corporation or other local or public bodies or authorities, the same shall be paid and reimbursed by the Purchaser to the Owner-Promoter. The amounts so determined from time to time by the Owner-Promoter shall be final and binding on the Purchaser who shall pay the same (without any deduction) to the Owner-Promoter forthwith upon demand in writing by the Owner-Promoter and without raising any dispute contention or objection whatsoever. In the event of delay or default by the Purchaser in the payment of any sum due or payable under this Agreement, the Purchaser shall pay interest on that sum for the period from the due date for such payment until actual payment at the rate specified under Applicable. This shall be without prejudice to the other rights and remedies of the Owner-Promoter against the Purchaser. For avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the Purchase Consideration payable herein.

30.2 The Purchaser is also aware that the transaction contemplated herein will be subject to GST (hereinafter referred to as the "**Indirect Tax**") at the applicable rates on amounts payable under the Agreement other than Purchase Consideration mentioned in the **Fourth Schedule** hereunder written. It is agreed and understood by the Purchaser, that benefits arising out of implementation of GST Act and rules in the form of Input Tax Credit or otherwise is already considered and the Purchaser shall not claim, demand or dispute in regards thereto.

30.3 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, 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."

30.4 It is agreed between the Owner-Promoter and the Purchaser that the liability to pay the applicable Indirect Taxes on the Purchase Consideration of the Flat and/or any additional amount, payable under this Agreement by way of increase in rates or introduction of new levies or any other imposts/impositions levied or leviable by the Central and/or State Government or any local, public or statutory bodies or authorities on the transaction recorded in this Agreement for Sale and increases therein including interest and/or penalty and/or other incidental charges and costs, if any, that may be levied on the payment of Indirect Taxes (prospectively or retrospectively) shall be borne and paid by the Purchaser alone and the Owner-Promoter shall not be responsible and liable for the same. The Purchaser shall indemnify and keep the Owner-Promoter fully indemnified in respect of such claims/ statutory dues and/or interest and/or penalty and/or other incidental charges and costs, if any, or delayed payment or non-payment on the part of the Purchaser.

30.5 The Purchaser agrees that in the event, there being any ordinance, notification, change/amendment in the present laws, rules, regulations or on account of enactment(s) of new laws by the Central and/or State Government and/or by the Statutory Authority, whereby any taxes/premiums/amounts become payable hereafter on the amounts payable by the Purchaser to the Owner-Promoter or related to the purchase of the Flat by the Purchaser, or if any of the current taxes, duties or dues are increased by the authorities, the Purchaser shall be liable to bear and pay the same, and the Owner-Promoter shall be entitled to the entire Purchase Consideration net of such new tax, imposed or levy or increases in the current tax, imposed or levy provided.

31. **First lien:**

31.1 Without prejudice to the other rights of the Owner-Promoter hereunder, the Owner-Promoter shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the Flat as long as the same shall remain unpaid and the Purchaser shall not transfer his rights under this Agreement in any manner whatsoever without making full payment of all amounts payable by the Purchaser under this Agreement to the Owner-Promoter. Accordingly, without prejudice, the Purchaser's irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest etc., created over, and/or in respect of the Flat shall always be subject to the Owner-Promoter's aforesaid first lien and charge, and subject to all the Owner-

Promoter's rights, powers and entitlements under this Agreement. It is hereby clarified that for the purpose of this Agreement, payment shall mean the date of credit of the amount in the account of the Owner-Promoter.

32. Covenants and Obligations of the Purchaser:

32.1 Upon expiry of 15(Fifteen) days from the Possession Notice the Purchaser (irrespective of whether possession of the Flat is actually taken or not taken by the Purchaser) with intention to bind all persons into whosoever hands the Flat may come doth hereby covenants with Owner-Promoter as follows:-

- (a) To maintain the Flat at the Purchaser's own cost in good and tenantable repair, order and condition and shall not do or suffer or permit to be done anything in or to the Building in which the Flat is situated or in or to the staircases, common passages, landings, mid-landings, lobbies and other common areas and amenities thereof which are or may be against the provisions of this Agreement and/or the rules, regulations or bye-laws of the concerned local or public bodies or authorities or the Society (of purchasers of flats in the Building) and/or the Ultimate Federal Society (as the case may be);
- (b) Not to store/stock/keep in the Flat any goods, materials, objects, items, articles, which are, or may be of hazardous, combustible, inflammable or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Building or storing of which goods objects or materials is objected to or prohibited by the Owner-Promoter and/or Facility Management Company or not approved by the concerned local or other authorities, and shall take care while carrying heavy packages to upper floors which may damage or likely to damage the entrance staircases common passages walls or lifts or any other structure or part of the Building and in case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser alone shall be liable and responsible for the consequences of the breach and damages;
- (c) Not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the Building in which the Flat is situated and shall keep the sewers, drains, pipes, electric cables and all other amenities in the Flat and

appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building in which the Flat is situated and shall not chisel, cut, maim or in any other manner cause damage to the columns, beams, slabs, load bearing walls, RCC pardsis or other structural members in the Flat without the prior written permission of the Owner-Promoter and/or the Society and the local authorities, which permission may be withheld for whatever reason. In case on account of any alterations being carried out by the Purchaser in the Flat (whether such alterations are permitted by the Owner-Promoter/Society/concerned authorities or not) if there shall be any damage to the adjoining flats or to the flats situated below or above the Flat or to the Building or to the common areas (inclusive of leakage of water and/or damage to drains) the Purchaser shall solely at his/its own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same;

- (d) The Purchaser shall be at liberty at his/its own cost to make internal alterations or additions in the Flat without damaging any partition walls or any part thereof after taking prior written permission from the Owner-Promoter or the Society (as the case may be) and wherever necessary the Municipal, Government and other competent authorities and to rectify and make good any unauthorized alterations and/or damage thereto within 15 days from the date of receipt of a written notice from the Owner-Promoter and/or from any Government Authorities, in that regard. It is hereby expressly agreed that in carrying out any changes, alterations, additions, modifications inside the Flat, the Purchaser shall engage and appoint agencies/contractors approved by the Owner-Promoter and/or by its structural and service consultants. The Purchaser shall, if he carries out any renovations inside the Flat for the purpose of installation of extra special fittings, fixtures and amenities, do so at his/its own cost and complete the same without in any way causing any harm or nuisance to the users of all other flats in the Building. Installation of extra special fittings, fixtures and amenities by the Purchaser needs to fulfill all the requirements of IGBC Platinum Green Building, where applicable. The Purchaser hereby agrees and undertakes that while carrying out modifications or alterations inside the Flat, the Purchaser or his/its appointed agencies that carry out alterations and modifications in the Flat shall not damage the

concealed copper pipes and concealed electrical wiring. If the pipes are damaged, then the Purchaser shall bear the cost of repairs and damage done to the other flats in the Building. Under no circumstances any electrical changes alterations or modifications shall be carried out inside the Flat by changing the existing concealed wiring system. However, if the same is unavoidable, then the same would be required to be done through open wiring system. The Purchaser shall consult the Owner-Promoter's Engineer before starting any such work and ask for and obtain the general layout, drawings of such pipelines before carrying out any modifications. Further, if any modification/alteration is to be made to any toilet/bathroom, the same shall only be done with the express written permission of the Owner-Promoter and/or the Society (as the case may be), failing which the Owner-Promoter and/or the Society shall be entitled to stop any such modification/alteration and restore the Flat to its original state at the entire cost, risk and expense of the Purchaser. The Purchaser shall not make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent in the Flat and shall be entitled to do only the necessary interior work and not cover/enclose the planters, balcony, utility/ service area and service ducts or any of the projections from/within the Flat. Prior to carrying out the interior works in the Flat, the Purchaser shall give to the Owner-Promoter in writing, the details of the nature of interior works to be carried out for which the Owner-Promoter shall issue written permission. For carrying out fit-out works/ repair or renovation, the Purchaser shall ensure to be in compliance of the Fit-Out Manual. ("hereinafter referred to as **"the Fit-Out Manual"**") When the Purchaser executes any alterations then the Purchaser would be required to indemnify the Owner-Promoter/Society from any damage to the Building or any other flat;

- (e) Not to do or cause to be done any act or thing, which may render void or voidable any insurance in relation to the buildings in the Layout and/or the Building in which the Flat is situated or any part thereof or whereby any increased premium may become payable in respect of such insurance;
- (f) Not to throw any inflammable articles, cigarette buds, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Project Land and the

Building in which the Flat is situated or any part thereof. It is hereby expressly agreed that it should be the responsibility of the Purchaser/Society to maintain and keep garbage collection system, vermicomposting and disposal arrangement as per the Municipal norms and E.C. Certificate including containers used for storing garbage and its disposal. The Purchaser is aware that the dry garbage and wet garbage in the Building shall be collected separately and the wet garbage generated by the residents of the Building shall be treated by the residents of the Building in a manner prescribed by the Corporation.

- (g) Not to put / hang / store any pots / decorative items / clothes / any other object(s) such that they are on the external facade of the Building and/or are visible from anywhere outside the Building. It is expressly agreed by the Purchaser that the Purchaser shall not use the ledge or any portion of the facade of the Building for drying of clothes, putting flower pots or using it in any manner whatsoever;
- (h) Not to change, alter or modify the main doors of the Flat;
- (i) Not to install/fix sliding, aluminum windows, nor affix grills from outside of any windows or at any place which affects the structure facade and/or elevation of the Building in any manner whatsoever. The Purchaser shall only authorize the Owner-Promoter to fix either safety grills or glass railing (as selected by the Purchaser) within the sliding aluminum window of the Flat having a standard design specified by the Owner-Promoter (so as to observe uniformity of designs in the Building). The Purchaser undertakes not to shift the location of either the safety grills or glass railing. The Owner-Promoter shall be entitled to remove/ reinstate at the cost and risk of the Purchaser any safety grills or glass railings which may have been fixed by any outside agencies and not through the Owner-Promoter having a design other than the standard approved design prescribed by the Owner-Promoter;
- (j) Not to affix air-conditioners at any other places other than those earmarked for fixing such units so as not to affect the structure, facade and/or elevation of the Building in any manner whatsoever and not to put the outlet for discharge of the split air conditioner in the ducts/voids etc. or any of the common areas;

- (k) Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Building or the exterior wall of the Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by the Owner-Promoter in accordance with such manner, position and standard design laid down by the Owner-Promoter.
- (l) Not to shift or alter the position of either the kitchen, the water drain, piped system, or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- (m) Not to change alter or modify the lift landings and lift lobbies outside the Flat or any part/s thereof;
- (n) Not to enclose any deck or balcony (dry or otherwise) or open terrace forming part of and attached to the Flat or raise the height of the wall of any balcony or terrace of the Flat or fix or erect sun screens, weather shades on the exterior of the Flat or the Building;
- (o) The Purchaser shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledgers above windows, 'chajjas' or make any installations or additions to the Flat, which project extends beyond the Flat or make any changes to the exterior of the Flat, or the windows of the Flat, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevations or the exterior appearance on any side or rear of the Building in any manner whatsoever so as to alter the façade/elevation built by the Owner-Promoter or detract from the uniformity and aesthetics of the Building, which exists at the time at which the Owner-Promoter hands over possession of the Flat to the Purchaser;
- (p) Not to park any vehicles in any open space in the compound other than the area specifically designated for parking vehicles. The Purchaser shall see that his guests and visitors park their vehicles in the parking lots only (if provided) and that their guests and visitors do not park their vehicles in the portion of the compound which is

not meant for parking or in the drive-way of the Layout Land except for the purpose of entering into or alighting from the vehicle;

- (q) The Refuge Area proposed on the specified floors of the Building (as per the requirements and/or regulations and/or directions, of the Fire Department, Municipal Corporation of Greater Mumbai to that effect from time to time) shall be for the restricted and permissible common use of the occupants of the flats in the Building. The respective owners of the respective flats in the Building will have a proportionate share in the Refuge Area and the Purchaser/Society/Occupants of flats in the Building are bound to observe and comply with the requirements/conditions contained in the NOC of the Chief Fire Officer, the Corporation and/or the regulations/directions made thereto from time to time. The Purchaser shall not use the Refuge Areas demarcated in any manner whatsoever including for usage of storage, drying clothes, sleeping area for domestic help and for any personal usage;
- (r) If there is any unavoidable delay and/or shortage in the supply of basic needs like water and etc. from the Government agencies or the Corporation, then the cost of providing water from other sources like water tankers has to be borne by the Purchaser alone and the Purchaser along with other purchasers of flats in the Building shall share such expenses and charges in respect thereof proportionately;
- (s) Not to put the Signage Board and/or Name Plate in common areas of the Building and/or at place of the external surface of the Building, save and except at the place explicitly provided by the Owner-Promoter;
- (t) No to fix any television or wireless mast or aerial or dish antenna from outside of window or exterior wall of the Flat or at any place which affect the exterior façade or elevation of the Building in any manner whatsoever;
- (u) Not to at any time cause or permit any public or private nuisance or to use the loud speaker, etc. in or upon the Premises, the Building, the Project Land or the Larger Land or any part (thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of the Building or to the Owner-Promoter.

- (v) The Purchaser shall ensure that the Purchaser's pet/s and /or domesticated animals, if any, in or upon the Premises, the Building, the Project Land or the Layout Land or any part thereof, shall not enter any restricted areas/no entry zones as may be designed by the Owner-Promoter in the Building or the Project Land or the Layout Land and/or pose a health or safety hazard and/cause nuisance to the other occupiers of the Building or the Project Land or the Layout Land and/or the lifts installed in the Building.
- (w) To pay to the Owner-Promoter within 7 (seven) days of demand his / its proportionate share of security deposit/ premium / betterment charges / development levies demanded by the concerned local authorities or Government for giving water electricity gas or any other service connections to the Building in which the Flat is situated;
- (x) To bear and pay all proportionate rates, taxes, cesses, assessments, water charges, electricity charges, insurance, Outgoings and such other levies and impositions, if any, and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities in respect of or relating to the Building and the Project Land. If at any time any further tax and/or charges or other levy are charged, levied or sought to be recovered by the Corporation and/or the Government (State or Central) and/or any other local public body or authority in respect of the Project Land or the Building and/or the approval of construction or occupation thereof the same shall be borne and paid by all the purchasers in proportion to the carpet area of their respective flats;
- (y) To bear and pay any and all present and future and all increases in local rates, taxes, assessments, cesses, water charges, electricity charges, insurance and such other levies and impositions if any, which are levied or imposed by the concerned local authorities and/or Government and/or other public bodies or authorities including the same being levied on account of change of user of the Flat by the Purchaser viz. user for purposes other than for residential purpose but this provision will not be deemed or interpreted to permit the Purchaser to have change of user without the previous written permission of the Owner-Promoter first obtained and which the Owner-Promoter can refuse without giving any reason for such refusal;

- (z) The Purchaser shall be entitled to mortgage the Flat in favour of any bank or financial institution for the purpose of securing loan to acquire the Flat after the Purchaser intimates in writing to the Owner-Promoter and obtains prior written consent in that behalf from the Owner-Promoter;
- (aa) The Purchaser shall observe perform and abide by the Rules Regulations and Bye-laws which the Society/ Ultimate Federal Society may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the Building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authorities and or Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/ Ultimate Federal Society regarding the occupation and use of the Flat and the use of the common areas in the Building and shall pay and contribute regularly and punctually towards the rates, taxes, cesses, assessments, impositions, expenses and all other outgoings and levies whatsoever in accordance with the terms of this Agreement;
- (bb) Until the Deed of Conveyance/Assignment is executed, the Purchaser shall at all times permit the Owner-Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times (except in emergencies) to enter into and upon the Flat or any part thereof to view and examine the state and condition thereof and the Purchaser shall within one month of demand by the Owner-Promoter, rectify any defect or want of repairs pointed out to him/it by the Owner-Promoter in the Flat;
- (cc) The Owner-Promoter or its surveyors and agents with or without workmen and others shall at all reasonable times have free and unobstructed access to and shall be entitled to enter into and upon the Flat or any part thereof for the purpose of making good repairing, maintaining rebuilding cleaning and keeping in order and good condition all services, drains, pipes, cables, water-courses, gutters, electric wires, partition walls, structures and other conveniences belonging to or serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, water pipes and electric wires and cables and for similar purposes;

- (dd) Not to do any act deed matter or thing which is likely to damage the common areas and facilities of the Building and shall ensure that the common areas and facilities are used in common with other purchasers of flats in the Building and are not used for the purpose of storage or for any other reason whatsoever;
- (ee) Not to use the Flat for any other purposes other than as a private residence. The Purchaser shall not use or cause to be used the Flat or any part thereof for any immoral or illegal purpose or in a manner which may be or is likely to cause nuisance or annoyance or disturbance to the other purchasers of flats in the Building;
- (ff) Not to make use of/encroach upon or obstruct by way of depositing or leaving any article, item or thing of whatsoever nature, moveable or otherwise, upon any portion of the Building or any spaces, passages or landings not agreed to be acquired nor forming part of the Flat;
- (gg) To use the lifts in the Building for the period and under the rules framed by the Owner-Promoter and/or the Society (when registered) and all persons using the lifts shall do so at their own risk. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by the passenger lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages, refuge areas or any other parts of the Building, including the Flat;
- (hh) To carry out along with the purchasers of other flats in the Building at their joint costs without holding the Owner-Promoter in any manner liable or responsible for the same, all repairs, additions and alterations in or about or relating to the Building as may be required to be carried out by the Government, Municipality or any statutory authority after issue of Occupation Certificate for the same;
- (ii) The Purchaser hereby confirms and acknowledges that the specifications mentioned in the advertisement, communications or the show flat/sample flat and its color, texture, the fitting(s)/fixture(s), or any installations depicted therein are only indicative and suggestive in nature and are not intended to be provided as a standard specification and/or services or cannot be construed as same. The Purchaser agrees and confirms that he/it has not relied on the same for his/its decision to acquire the Flat in the Building and also acknowledges satisfying himself/itself with the

sanctioned layout plans and time schedule of completion of the Project;

- (jj) To adhere to the applicable guidelines (which shall be issued by the Society/ Ultimate Federal Society/ Facility Management Agency) in respect of usage of common areas and amenities by members, including but not limited to by pet-owners (where applicable);
- (kk) Not to object/ obstruct the routine operations of the Retail Unit owners and the ingress and egress of their visitors, users and suppliers;
- (ll) Retail Unit owners, their visitors, users and/or service providers shall be entitled to use and access the Utilities provided in the Building, for e.g. the Service Floors, Transformers, DG Set, Fire Fighting System, Sewerage Treatment Plant, Water Tanks, etc., and accordingly, the Purchaser and Society should not object/ obstruct the same;
- (mm) The Purchaser shall use the Building Amenities, including but not limited to the sky bridge between the two towers/ wings of the Building, for its prescribed use only;
- (nn) The Purchaser shall ensure that all the visitors, guests, house-help, other staff, etc. do not violate the rules and regulations prescribed by the Owner, Society, Facility Management Agency and the Ultimate Federal Society regarding the use of the Flat and the common areas and facilities in the Building and the Layout;
- (oo) The Purchaser are aware that High Tension Lines are passing from the East side of the Building, and shall not make any complaints/ claims or raise any dispute regarding the same against the Owner-Promoter.
- (pp) The Purchaser undertakes that the Purchaser has taken the decision to purchase the Flat out of his/its own free will, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser by the Owner-Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc., contained in this Agreement;

(qq) Save and except the information/disclosure contained herein the Purchaser confirms and undertakes not to make any claim against the Owner-Promoter or seek cancellation of the Flat or refund of the monies paid by the Purchaser by reason of anything contained in other information/disclosure not forming part of this Agreement.

(rr) It is clarified that upon formation of the Society and/or Ultimate Federal Society, such of the undertakings given above by the Purchaser to the Owner-Promoter as shall be necessary, shall be deemed to have been given by the Purchaser to the Society and/or Ultimate Federal Society.

33. **Transfer:**

33.1 The Purchaser shall not sell, transfer, assign or in any other manner deal with dispose of or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Flat along with the benefit of the Car Parking Slot(s) until all the dues, including the entire amount of Sale Consideration, payable by the Purchaser under this Agreement are fully paid up and the Purchaser has complied with all the terms and conditions of this Agreement and only if the Purchaser has not been guilty of breach or non-compliance of any of the terms, conditions or provisions of this Agreement. Further, no such transfer shall be permissible without the Purchaser having obtained "No Objection Certificate" from the Owner-Promoter or the Society, as the case may be. For giving such No Objection Certificate, which will be at the sole discretion of the Owner-Promoter, the Owner-Promoter shall be entitled to charge and demand from the Purchaser, consideration and/or fees by way of transfer fee and/or administrative fee of Rs. _____ (Rupees _____ only) plus taxes as applicable, and the Purchaser shall be liable to pay the same to the Owner-Promoter. The Purchaser acknowledges that the Flat and the Car Parking Slot(s) shall at all times be held by the Purchaser as one composite unit. No sale/transfer/letting or otherwise dealing with the Car Parking Slot(s) shall be permitted independently of the Flat. Any such transfer by the Purchaser shall be subject to the terms and conditions of this Agreement, Applicable Laws notifications/ governmental directions and the Purchaser submitting documentary proof as may be required by the Owner-Promoter for payment of the monies due and payable by the Purchaser under this Agreement.

33.2 On such transfer recorded / endorsed by the Owner-Promoter, the Purchaser shall ensure that the third-party transferee shall furnish requisite undertakings and indemnities, and execute a Deed of Adherence (in the

format prepared by the Owner-Promoter) as may be required by the Owner-Promoter, to abide by and adhere to all the terms and conditions of this Agreement. The Purchaser shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

33.3 The covenants contained in this Agreement shall run with the Premises and the benefit thereof will enure to and the burden thereof shall be binding on the respective third-party transferee or holder/s or owner/s of the Premises.

34. Environmental Clearance:

34.1 The Owner-Promoter declares and hereby gives specific notice to the Purchaser that the Owner-Promoter has obtained the Environmental Clearance bearing No.21-184/2006–I.A.III dated 22nd January 2007 of the Union Ministry of Environment and Forests (I. A. Division), Government of India for the development of the Layout Land in accordance with Environment Impact Assessment Notification S.O.60(E) dated 27th January 1994 read with the Amendment notified on or 7th July 2004 vide Notification S.O.801(E). There are certain obligations under the GOI Environmental Clearance which the Purchaser, the proposed Society and or the Ultimate Federal Society are required to comply with and as more particularly mentioned in the Annexure [●] annexed hereto. The Purchaser shall ensure the compliance of the obligations and the Conveyance/Assignment in favour of the Ultimate Federal Society shall specifically contain covenants and conditions as more particularly mentioned in the Annexure [●] annexed hereto and the same shall be binding upon the Ultimate Federal Society formed of all Societies in said the Layout, Godrej Garden Enclave (being the successor-in-interest of the Owner-Promoter) and its/their assigns.

35. Green Building:

35.1 The Owner-Promoter declares and it is expressly brought to the notice of the Purchaser that the Owner-Promoter in its endeavour to get the Building certified as “Platinum Rated Green Building” by Indian Green Building Council (IGBC), have already received pre-certification for the same. There are certain mandatory requirements specified under the IGBC guidelines in order to maintain the Green Houses Rating System which the Purchaser, the proposed Society and or the Ultimate Federal Society are required to fulfill and comply with as more particularly mentioned in the Annexure [●]

annexed hereto. The Purchaser agrees and undertakes to ensure the compliance of the conditions and requirements which have been so specified and the same shall be incorporated in the Conveyance/Assignment to be executed in favor of the Ultimate Federal Society. The covenant contained in this clause shall be binding upon the Ultimate Federal Society (formed of all Societies in the Layout) being the successor-in-interest of the Owner-Promoter and its/their assigns.

36. Right of Way:

36.1 The Owner-Promoter has provided an Internal Road passing through the Layout Land to approach the Vikhroli Railway Station on the North and the D.P. Road/ Eastern Express Highway on the East and which leads to the respective buildings in the Layout (hereinafter referred to as “**the Internal Road**”) shown with [●] hatched lines on the Plan No. [●] annexed hereto and marked Annexure [●].

36.2 Whilst the Internal Road shall be conveyed to the Ultimate Federal Society, it is agreed that (i) the Owner-Promoter, (ii) the Godrej Memorial Hospital, (iii) purchasers of units in any new buildings which shall be constructed/reconstructed/redeveloped on the land bearing CTS No. 8/A/1/1 of Vikhroli Division, and all their respective successors and assigns, officers, authorized representatives, employees, staff, visitors, etc. shall have a permanent right of way to go, return, pass and re-pass along, over and upon the Internal Road for the purpose of ingress to and egress from the Building, at their will and pleasure at any time, and for all purposes, with or without carts, garages, wagons, tractors, engines, motor-cars or any vehicles, laden or unladen to go pass and repass over the over and through the Internal Road. The said right of way shall be a covenant running with the Layout Land.

36.3 Necessary provision for the above shall be made in the Conveyance/Assignment in favour of the Ultimate Federal Society. The Ultimate Federal Society shall alone be responsible for maintenance and upkeep of the Internal Road and all the expenses and charges in connection therewith shall be borne and paid by the Ultimate Federal Society alone.

37. Appointment of Facility Management Company:

37.1 With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, until such time as the development of the entire Layout is completed and the Conveyance/Assignment is executed in favour of the Ultimate Federal Society, the Owner-Promoter shall be entitled at its discretion to manage and maintain the Layout i.e., “Godrej Garden Enclave” (including the Project Land and/or the Building and/or the Common Areas and Amenities and/or the Limited Common Areas and Amenities, or any of them) and to realize maintenance charges or any other dues payable by the Purchaser thereof. However, the Owner-Promoter hereby reserves its right at any time to entrust the management supervision and administration of the Layout or any parts thereof and for upkeep and maintenance of buildings on the Layout Land and for realization of all outgoing and maintenance charges or any other dues payable by the Purchaser thereof to any agency, firm, corporate body or organization (hereinafter referred to as “**Facility Management Company**”) as may from time to time be appointed by the Owner-Promoter without any reference to the Purchaser and other occupants of the Project even after formation of the Society/ Ultimate Federal Society on such terms and conditions as the Owner-Promoter may deem fit and the Purchaser hereby grants his/its unequivocal consent confirming such agreement/ contract/arrangement that the Owner-Promoter has or may have to enter into with Facility Management Company. The Purchaser agrees to pay the necessary fees as may be determined by the Owner-Promoter/ Facility Management Company. The Purchaser further agrees and undertakes 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 Owner-Promoter/ Facility Management Company, for the purpose of framing rules for maintenance and management of the Project. It is further expressly understood that the Owner-Promoter shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or Society/ Ultimate Federal Society for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto. For this purpose the Owner-Promoter may, in its discretion provide suitable provisions in the constitutional documents of the Society/ Ultimate Federal Society.

38. **Owner-Promoter’s right to complete Scheme for Development:**

38.1 It is hereby clearly understood and agreed by and between the parties hereto that the Owner-Promoter shall in accordance with the Scheme for

Development as may be modified from time to time develop the Layout Land in phases, including constructing and setting up of the Infrastructure and Amenities and Facilities. The Agreement to purchase the Flat or the delivery of the Flat to the Purchaser or the formation of the Society (of the purchasers of flats in the Building) shall not in any event prevent the Owner-Promoter from continuing the development of the Layout Land and to construct buildings thereon and the Infrastructure Amenities and Facilities in accordance with the approvals obtained and to be obtained from all the concerned authorities and in accordance with the terms of the Applicable Laws. The Owner-Promoter shall always have the entire, exclusive overriding and irrevocable interest power and entitlement to develop, from time to time, in a phased manner, over such period of time upto the Layout Completion, and in such sequence or order all phases of the Layout (as amended from time to time in accordance with the applicable laws) until its complete optimization. Purchaser shall fully co-operate with the Owner-Promoter in the matter of implementation of the Scheme for Development without creating any obstruction, hindrance or interference.

39. Completion of the Entire Layout:

- 39.1 Subject to the terms and provisions of this Agreement, the Layout shall be deemed to be completed only on the completion of construction and development of the Layout Land by consuming entire permissible construction potential on the Layout Land in all respects and after all buildings in the Layout have been completed and occupation certificate/s and/or completion certificate/s are obtained in respect of all the buildings and all the conditions in the finally approved layout or amended layouts imposed by the local authority in respect of the Layout Land are complied with by the Owner-Promoter and Project Completion Certificate is issued by the authority concerned (but not otherwise).

40. Creation of mortgage/charge in respect of the Flat:

- 40.1 The Purchaser shall be entitled to mortgage the Flat in favour of any bank or financial institution for the purpose of securing loan to purchase the Flat after the Purchaser intimates in writing to the Owner-Promoter and seek a prior written consent in that behalf from the Owner-Promoter. The Purchaser hereby agrees that he/it shall not be absolved from his/its liabilities and obligations under this Agreement in case bank/financial institution does not sanction loan or delays in sanctioning loan or delays in disbursements for any reason whatsoever. The Purchaser alone is liable for the timely payment

of the Sale Consideration and all other amounts due to the Owner-Promoter and the Owner-Promoter shall not be responsible in any manner whatsoever in case any liability arises towards repayment of such loan facility. The Purchaser agrees and undertakes to indemnify and keep the Owner-Promoter, its nominees, its officers/employees indemnified and saved harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, charges expenses or costs, which may be faced suffered inflicted or incurred by the Owner-Promoter by reason of any action that the bank/financial institution may initiate in relation to such loan or mortgage, as consequence of breach of any of the terms and conditions of their arrangement or default in payment of any dues by the Purchaser. Notwithstanding the availing of such loan, the Owner-Promoter shall have first lien/charge over the Flat until all amounts payable in respect of the Flat have been received by the Owner-Promoter.

41. Representations and Warranties of the Owner-Promoter:

41.1 The Owner-Promoter hereby represents and warrants to the Purchaser as follows:

- (i) The Owner-Promoter has clear and marketable title with respect to the Layout Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development of the property and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Owner-Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Project Land;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the Building except those disclosed in the Title Report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained

by following due process of law and the Owner-Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project;

- (vi) The Owner-Promoter 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 created herein, may prejudicially be affected.
- (vii) The Owner-Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Building and the Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Owner-Promoter confirm that they are not restricted in any manner whatsoever from selling the Flat to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed in respect of the Building to the Society, the Owner-Promoter shall handover charge of the common areas of the Building to the Society;
- (x) After the Owner-Promoter executes this Agreement, Owner-Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser in respect of the Flat.
- (xi) The Owner-Promoter shall be at liberty to mortgage or otherwise create a charge on the Project or any of the unsold flats or hypothecation on the receivables from the Project, without any reference or recourse to the Purchaser provided that the same does not in any way materially prejudice the rights of the Purchaser in respect of the Flat. The Purchaser shall have no objection to the same and hereby consents for the same.

42. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

42.1 The Purchaser hereby represents and warrants to the Promoter as follows:-

- (i) He is not prohibited from entering into this Agreement and/or undertaking the obligations, covenants, etc. contained herein;
- (ii) He has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up or dissolved, as the case may be;
- (iii) No receiver and/or liquidator and/or official assignee or any such person is appointed in the case of the Purchaser or all or any of his assets and properties;
- (iv) None of his assets/properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (v) No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- (vi) He has not compounded payment with his creditors;
- (vii) He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months; and
- (viii) No notice has been served upon or proceedings initiated against the Purchaser under the Anti Money Laundering provisions.

43. Indemnity

The Purchaser shall indemnify and keep indemnified, saved, defended and harmless the Owner-Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Owner-Promoter from or due to any breach by the Purchaser of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser in complying/performing his obligations under this Agreement.

44. Satisfied with the Owner-Promoter's title:

- 44.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Owner-Promoter has made full and complete disclosure of the title to the Layout Land and the Purchaser has also taken full, free and

complete inspection of all relevant documents in respect of the Layout Land and has also satisfied himself/itself of the particulars and disclosures of the following: -

- (i) Nature of the Owner-Promoter's right, title and interest to the Layout Land is free from all encumbrances and the development thereof, covenants affecting the Layout Land;
- (ii) The location details of the Project with clear demarcation of land dedicated for the Project along with its boundaries;
- (iii) The drawings, plans and specifications of the proposed Building duly approved and sanctioned by the sanctioning authorities in respect of the Building and the proposed facilities to be provided thereof;
- (iv) Nature and particulars of amenities to be provided in the Flat are as more particularly mentioned in the Annexure [●] annexed hereto;
- (v) The approvals and commencement certificate from the competent authority obtained in relation to the real estate project and/or the development thereof;
- (vi) Information and disclosures uploaded by the Owner-Promoter on the RERA website i.e., <https://maharera.mahaonline.gov.in> or such other website as may be required under applicable law from time to time;
- (vii) The various amounts and deposits that are to be paid and deposited by the Purchaser, including ad hoc monthly contributions, registration charges premium, penalties and other outgoings.

44.2 The Purchaser further confirms and warrants that the Purchaser has prior to the execution of this Agreement satisfied himself/herself/ itself in respect of the Layout Land as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Layout Land and waives his/its right to raise any queries or objections in that regard.

44.3 The Purchaser acknowledges, agrees and undertakes that the Purchaser shall neither hold the Owner Promoter or the Development Manager 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 nor make

any claims/demands on the Owner Promoter or the Development Manager or any of its sister concerns/ affiliates with respect thereto.

45. Formation of Society/ Ultimate Federal Society and Conveyance/ Assignment of the Property:

45.1 Within a period of 3 (three) months of the majority of the purchasers have booked their flat, and/or on receipt of occupation certificate of the Project whichever is earlier, the Owner-Promoter shall form a co-operative housing society of purchasers of flats and retail units in the Building (for the purposes of maintenance repair management and administration of the Building) (“Society”) and thereupon the Purchaser, alongwith the other purchasers of flats and units in the Building shall come together to form and register a Co-operative Society under the provisions of the Maharashtra Co-operative Societies Act, 1960. The Society shall be known as “[●] Co-operative Housing Society Limited”. The Purchaser shall become a member of the Society and for this purpose the Purchaser shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, letters, writings and other instruments and documents necessary for becoming a member of the Society adopting the bye-laws of the Society and return the same to the Owner-Promoter within 7 (Seven) days from the same being forwarded by the Owner-Promoter to the Purchaser. The bye-laws of the Society and the Ultimate Federal Society shall cover all aspects including but not limited to voting rights of members, future redevelopment of the Layout, etc., and shall be prepared by the Advocates and Solicitors of the Owner-Promoter. Upon the Society being registered, the rights of the Purchaser in the Building will be recognized and regulated by the Rules, Regulations and Bye-laws of the Society, subject to the terms and conditions of this Agreement. The Owner-Promoter may become a member of the Society to the extent of all unsold and/or unallotted flats and/or units in the Building.

45.2 The Purchaser hereby acknowledges and agrees that the Building is part of a single layout development and as such the Owner-Promoter would be conveying only the built up area of the Building as per Applicable laws, which shall be not later than 1 (one) month from the date of receipt of the Occupation Certificate subject to the right of the Owner-Promoter to dispose of the unsold flats/ units, if any, in the Building in respect of the Building.

45.3 As several buildings residential and/or non-residential commercial building/s and/or structures will be constructed in phases on the Layout Land

(described in the First Schedule hereunder written) being part of the entire Layout i.e., “Godrej Garden Enclave” it is only after completion of development of the Layout Land and after all available FSI/TDR in relation to the Layout Land are fully consumed and all residential buildings (towers) and/or non-residential commercial building/s and/or structure/s in the Layout have been completed and Occupation/Completion Certificate/s are obtained in respect of the last building or tower constructed on the Layout Land and Project Completion Certificate is issued by the concerned authority (but not otherwise), that an Ultimate Federal Society shall be formed and registered as per Applicable Laws within 3(three) months of receipt of the occupancy certificate of the last of the building which was to be constructed in the entire Layout (hereinafter referred to as the “**Ultimate Federal Society**”) *inter alia* for the purpose of Repair and Maintenance of the Infrastructure and Common Amenities and Facilities and for the Management of the applicable Corpus Fund, if any, and all the Co-operative Societies of purchasers of Flats/Units in each of the buildings/towers (including a Co-operative Society of purchasers of Flats in the Building) shall become members of the Ultimate Federal Society to be formed.

45.4 The Ultimate Federal Society shall be entrusted with the effective maintenance and management of the entire Layout, including Club-House-1, applicable Corpus Fund, if any, and the administration, management repair and maintenance of the infrastructure and all the common services amenities and facilities that are common to all the buildings and structures in Godrej Garden Enclave and particularly the common internal roadways, street lighting, water or sewerage treatment plants, rain water harvesting system, tube wells, gardens, recreation or playgrounds, Club House-1, tennis court, multi-purpose court, children's play area, jogging track, watch and ward department or any other community servicing facility. The right of each Co-operative Society shall be recognized and regulated by the provisions, rules and bye-laws that shall be adopted by the Ultimate Federal Society. The Purchaser hereby irrevocably grants his/its consent to the Society relating to the Building being admitted to the Ultimate Federal Society and for that purpose to sign the requisite papers applications and other documents as may be required for the formation of the Ultimate Federal Society.

45.5 Further, the Owner-Promoter shall execute in favour of the Ultimate Federal Society a Conveyance/Assignment in respect of the Layout Land described in the **First Schedule** hereunder written on which the buildings and structures are constructed together with the Common Areas and Amenities,

that have not been conveyed to the Society or other Co-operative Societies of purchasers of flats/units in the other buildings/towers on the Layout Land (but excluding (i) the portion of land admeasuring 11,610 square metres or thereabouts of the land, on which the Hospital is constructed, which was, before the order of Amalgamation and Sub-division dated [●], part of the Layout Land). Such Conveyance/ Assignment shall not be later than 3 (three) months from the receipt of the Occupation Certificate in respect of the last building in the Layout, and shall be subject to the right of the Owner-Promoter to dispose of the unsold flats/ units in the Building and shall be in keeping with the terms and provisions of this Agreement. The Conveyance /Assignment Deed shall contain an adequate provision for the permanent right of way to be given to the Owner-Promoter, Godrej Memorial Hospital and others over the Internal Road, in the manner specified in Clause 43.4 above.

45.6 All costs charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such Deed of Conveyance/Assignment shall be borne and paid by the Society/all purchasers of flats and units in the Building in the same proportion as the carpet area of the Flat bears to the total area of all the flats and units in the Building.

45.7 Except Parking Space(s) allotted by the Owner-Promoter in accordance with this Agreement, the Purchaser agree(s) and confirm(s) that all parking spaces including open parking space(s) will be dealt with in accordance with _____. The Purchaser hereby declares and confirms that except for the exclusive usage rights granted towards the Parking Space(s) allotted by the Owner-Promoter, the Purchaser does not require any parking space/s including any right towards open parking space(s) and accordingly the Purchaser waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Purchaser further agree(s) and undertake(s) that Purchaser shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Owner-Promoter /Society, at any time and shall not challenge the same anytime in future. The Purchaser agree(s) and acknowledge(s) that Owner-Promoter / Society shall deal with the parking space(s) in the manner Owner-Promoter / Society deems fit, subject to Applicable Laws.

46. **Name of the Complex and Ultimate Federal Society:**

46.1 The Layout shall always be known as “Godrej Garden Enclave” and the name of the Ultimate Federal Society to be formed shall always bear the name “Godrej Garden Enclave” as part of its name and the name shall not be changed at any time in future before or after formation of the Ultimate Federal Society and conveyance/ assignment of the Layout Land. The covenant contained in this clause shall be binding upon the Ultimate Federal Society being the successor in interest of the Owner-Promoter. The Ultimate Federal Society shall have in its constitution incorporated adequate provisions for giving effect to this covenant.

46.2 It is further agreed by the Purchaser 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 the Owner-Promoter. It is agreed and accepted by the Purchaser 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 the Owner-Promoter has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project Land and the Building. However, it shall be the sole discretion of the Owner-Promoter to associate its name / Brand name with the Ultimate Federal Society (which would be formed in due course), on such terms and conditions as may deem fit by Owner-Promoter. 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 Owner-Promoter. The Purchaser 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 the Owner-Promoter. The Purchaser and the Ultimate Federal Society of the flat purchasers shall not be entitled to change the name of the Project/ Building without written consent of the Owner-Promoter.

47. Rights regarding unsold Flats and Units:

47.1 Until the Conveyance/Assignment of the Project Land described in the First Schedule hereunder written (save and except as stated in clause 43 hereinabove) is executed by the Owner-Promoter in favour of the Ultimate Federal Society, the Owner-Promoter shall at all times have the sole and

absolute control and full authority in respect of all or any of the matters concerning the Layout i.e., “Godrej Garden Enclave” and further constructions and completion thereof and all amenities pertaining to the same and in particular the Owner-Promoter shall have the absolute authority and control as regards the unsold flats and units and the disposal thereof and the consideration for which the same shall be sold or disposed of as also the entitlement of any further FSI, which shall include the benefit of the balance or additional construction available under the D. C. Rules or the municipal bye-laws rules and regulations for time being in force and/or by way of any special concession in or on account of any modification of the present bye-laws rules and regulations relating to sanctioned or calculation of FSI/TDR compensation in lieu of area lost in road set back reservation and/or otherwise howsoever. Until the Conveyance/Assignment is executed, the Owner-Promoter will also control the management and administration of the Layout Land and buildings (including the Club House-1, open spaces, recreation ground, tennis court, multi-purpose court and all other common amenities conveniences and facilities) in the Layout and realization of the outgoings and the disbursement of payments made by the Purchaser and other purchasers of flats/units in the Layout, and the Purchaser and other purchasers of flats/premises will not at any time raise any objection to or dispute the aforesaid rights of the Owner-Promoter. It is further agreed that until the Conveyance /Assignment is executed as aforesaid, the Purchaser shall pay to the Owner-Promoter or to such person or party as it may from time to time nominate or appoint or as it may direct all amounts agreed to be paid by the Purchaser under this Agreement. It is expressly agreed that the unsold flats and/or unallotted units in the Building, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and the Project Land shall always belong to and remain the property of the Owner-Promoter at all times and the Owner-Promoter shall continue to remain in overall possession of such unsold and/or unallotted units and it shall not be liable to pay any amount except municipal taxes in respect of such unsold flats and units until sale thereof. It is agreed that the Owner-Promoter shall not be liable to pay any Outgoings in respect of the unsold flats/ units in the Building for a period of 6 (six) months from the obtainment of the Occupation Certificate or commencement of the levy of maintenance and other outgoings in respect of the sold flats/ units in the Building, whichever is later. Thereafter, the Owner-Promoter shall be liable to pay the Outgoings at actuals in respect of each of the aforesaid unsold flats/ units similar to the outgoings payable by the other flat /unit owners.

47.2 It is also agreed between the parties hereto that the Owner-Promoter may allow such unsold and/or unallotted flats/units and spaces to be used temporarily by persons of its choice without having to obtain the approval sanction or consent from the Purchaser or the purchasers of different premises in the Building or the Society registered in respect of the Building and none of them shall be entitled to object to the same in any manner. The Owner-Promoter shall in respect of such unsold flats and units, if the same be occupied temporarily by any other person, pay the regular building maintenance charges levied on any Purchaser of flats in the Building, only for the periods during which such unsold flats and units are occupied temporarily. However, it is made clear that the Owner-Promoter shall not be liable to pay any increased or enhanced charges during such period of temporary occupation of unsold flats and units, including, but not limited to, any non-occupancy charges (or any other charges of similar nature) etc. The Owner-Promoter shall always be entitled to sell the unsold flats and units to any person or party whomsoever and it shall not be necessary for the Owner-Promoter to obtain the consent concurrence or approval of the Society or any Executive or Managing Committee or Board of Management thereof for such sale and that Society or any Committee or Board of Management thereof shall not be entitled to object to such sale and shall be bound to admit such purchasers as the members of the Society without charging any premium transfer fees or charges and without raising any objection whatsoever it being agreed that the Rules, Regulations Bye-laws or other constitution of such Society shall expressly contain a provision to the above effect in respect of the rights of the Owner-Promoter to sell such unsold flats and units without the consent concurrence or approval of such Society or of any Committee or Board thereof as aforesaid. The Conveyance /Assignment deed to be executed in favour of the Ultimate Federal Society shall also contain appropriate covenants to such effect. In case, the Conveyance/Assignment is executed in favour of the Ultimate Federal Society, before the disposal by the Owner-Promoter of all the flats and units in the Building, then and in such event, the Owner-Promoter shall join in as member in respect of such unsold flats and units and as and when such flats and units are sold to the persons of its choice at the discretion of the Owner-Promoter, the Society, shall be bound to admit as members the purchasers of such flats and units without charging any premium or transfer fees or charges.

48. **Purchaser's covenant to abide by rules and regulations of the Ultimate Federal Society:**

48.1 The Purchaser will always abide by all the rules and regulations, which may be framed from time to time by the Ultimate Federal Society for the administration use maintenance and upkeep of the Layout i.e., Godrej Garden Enclave.

49. Putting up Signboards/Hoardings:

49.1 The Owner-Promoter alone and not the Society registered in respect of the Building shall in its discretion control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon any part of the open spaces in the Layout Land or on the terrace of the Building till such time as the execution of the Conveyance/Assignment in favour of the Ultimate Federal Society and the Purchaser and/or the Society shall not raise any objection thereto.

49.2 The Purchaser agrees not to object to the aforementioned rights of the Owner-Promoter for any reason whatsoever. Further, the Owner-Promoter, its agents, servants, etc., shall always have and reserve to themselves full and free right of way and means of access to such place or places for the purpose of installing and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signage installed.

50. Electric Sub-Station:

50.1 As required by the Maharashtra State Electricity Distribution Company Limited or other utility service providers, power sub-station room/s shall be provided to them upon the Layout Land with a view to service the electricity requirement of the Project or any phases thereof (including the Project Land) and the Owner-Promoter shall execute a Deed of Lease with such undertakings or similar bodies in this connection as may be required. The Purchaser/the Society/Ultime Federal Society shall not raise any objection and/or obstruction towards the putting up and construction of the electric power sub-station room/s and its structure/s and allied constructions, pipes and boxes for electric metres and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of such electrical undertakings or similar bodies.

51. Owner-Promoter's right to change the Layout:

51.1 The Owner-Promoter has informed the Purchaser and the Purchaser hereby confirms and acknowledges that the Layout Land is developed in a segment-wise / phase-wise manner to be determined by the Owner-Promoter in its absolute discretion from time to time. The Purchaser further acknowledges and confirms that the Owner-Promoter may, at any time, vary/modify the Layout plan in such manner as the Owner-Promoter may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid, if required by the concerned authorities. The Owner-Promoter 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 Applicable Laws.

52. Other Rights of the Owner-Promoter:

52.1 The Owner-Promoter shall be free to construct on the Layout Land at such locations as it may from time to time decide any additional structures like sub-stations for electricity and build underground and overhead tanks structures for watchman cabin, toilet units for domestic servants/watchmen, and other structures, the locations of which are not particularly marked or shown in the building plans or layout plans of the Layout Land and laying through or under or over the Layout Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the building/s and other structures, which are to be developed and constructed by the Owner-Promoter on the Layout Land. The Purchaser shall not in any manner interfere with the rights of the Owner-Promoter or obstruct it in the exercise of such rights whether by way of any dispute raised or Court injunctions or prohibitory orders of any tribunal body or authority or under Section 7 of the Maharashtra Ownership Flats Act and/or under any provisions of law under RERA or otherwise however. The Owner-Promoter shall always be entitled and the Purchaser hereby expressly authorizes the Owner-Promoter to sign on behalf of the Purchaser any undertakings and indemnities as may be required by the Corporation or any other State or Central Government or competent authorities under any law concerning construction of buildings for implementation of its scheme for development of the Layout i.e., Godrej Garden Enclave.

53. Recreation Ground:

The Recreation Ground (RG) as shown in sales brochures or approved layout Plan of the Layout i.e., Godrej Garden Enclave. The Owner-Promoter shall be entitled and is hereby irrevocably authorized by the Purchaser, to alter modify, redesign, relocate, realign, reshape and shift the RG shown in the presently approved layout or in brochures of Sales Promotion, etc. in accordance with the procedure laid down in the Applicable Laws.

54. Construction Activities:

54.1 As the Owner-Promoter will be constructing several buildings and structures on the Layout Land in a phase-wise manner which involves construction of several buildings, infrastructures and common amenities and facilities, the Purchaser is fully aware and shall be deemed to have full knowledge and is hereby given express notice by the Owner-Promoter that construction activities on the Layout Land will continue (as per the permissible laws) even after possession of the Flat is given to the Purchaser and the Purchaser shall not at any time protest object or raise any dispute or contention or make any complaint about annoyance or inconvenience which may be caused due to such construction activities or about the Owner-Promoter's right to carry on such construction activities on the Layout Land and the Owner-Promoter shall not be liable or responsible for and the Purchaser shall not be entitled to or claim any damages compensation or any amount whatsoever from the Owner-Promoter arising out of or due to or caused by such construction activities on the Layout Land until the Project is completed.

55. Stamp Duty/Registration Charges:

55.1 The Purchaser shall bear and pay the stamp duty and registration charges, as may be applicable on this Agreement. The Purchaser shall bear and pay his/her/its proportionate share of stamp duty and registration fee on the Conveyance/Assignment to be executed by the Owner-Promoter both in favour of the Society and the Ultimate Federal Society and all other deeds and documents as may be necessary or appropriate. The Owner-Promoter shall not be responsible nor liable to contribute any amount towards the same.

56. Not a demise or assignment:

56.1 Nothing contained in this Agreement is intended to be nor shall the same be construed as a grant demise or assignment in law of the Flat or any flats or units or of the Project Land and the Building or any part thereof by the

Owner-Promoter in favour of the Purchaser. The Purchaser shall have no claim, save and except in respect of the Flat hereby agreed to be sold to him/her/it and all open spaces, **unallotted flats** and parking places, lobbies, staircases, **lifts, common terrace**, recreation spaces or any common areas and facilities, common amenities, etc. will remain the property of the Owner-Promoter until the built-up area of the Building is transferred to the Society and until the Project Land and the common areas and facilities are conveyed/assigned and transferred by the Owner-Promoter to the Ultimate Federal Society as hereinabove mentioned by way of Conveyance/Assignment.

- 56.2 The Owner-Promoter 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 Layout in accordance with the Applicable Laws. On such transfer, the assignee or transferee of the Owner-Promoter shall be bound by the terms and conditions herein contained.

57. Waiver not a limitation to enforce:

- 57.1 Any delay tolerated or indulgence shown by the Owner-Promoter in enforcing the terms, provisions, stipulations, covenants and conditions of this Agreement or any forbearance or giving of time to the Purchaser by the Owner-Promoter shall not be treated/construed/considered as a waiver or acquiescence on the part of the Owner-Promoter of any breach, violation, non-performance or non-compliance of any of the terms, provisions, stipulations, covenants and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the rights/remedies of the Owner-Promoter. The failure by the Owner-Promoter to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Agreement.

58. Purchaser's address for notice:

- 58.1 All letters, intimations and communications sent by the Purchaser in all matters concerning these presents shall be addressed and mailed to the Owner-Promoter by any mode of recorded delivery at the address recorded in this Agreement and all notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to be validly and effectively served if sent to the Purchaser by Registered Post A.D. Under

Certificate of Posting, Speed Post, Courier, E-mail or Hand Delivery at his/its address specified below:

- 58.2 It shall be the duty of the Purchaser to inform the Owner-Promoter of any change in address subsequent to the execution of this Agreement in the above address by Registered Post and by email, failing which all communications and letters posted at the above address shall be deemed to have been received by the Purchaser;
- 58.3 In case of more than one Purchaser, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon the first mentioned Purchaser onto the above mentioned address or any address later notified by the first mentioned Purchaser and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser and the same shall fully and effectively discharge the Owner-Promoter of its obligation in this regard.

59. Applicability to/subsequent Purchaser:

- 59.1 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 Flat and/or Project shall equally be applicable to and enforceable against any subsequent Purchaser of the Flat, in case of a transfer, as the obligations go along with the Flat for all intents and purposes.

60. Severability:

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

61. Method of calculation of proportionate share:

- 61.1 Wherever in this Agreement it is stipulated that the Purchaser has/ have to make any payment, in common with other Purchaser in the Project, the same

shall, in case of residential flats, be in proportion to the carpet area of the Flat to the total Carpet Area of all the flats in the Building; and in case of commercial units, be in proportion to the carpet area of the commercial Unit to the total Carpet Area of all the commercial units in the Building.

62. Further assurances:

- 62.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

63. Real Estate (Regulation and Development Act) 2016:

- 63.1 This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (as the case may be) with the rules, regulations and bye-laws framed thereunder and other Applicable Laws.

64. Entire Agreement:

- 64.1 This Agreement along with its Schedules and Annexures constitute the entire agreement between the parties with respect to the subject matter hereof 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 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 Owner-Promoter, including those contained/given in any advertisement or brochure or publicity materials by the Owner-Promoter and/or their agents to the Purchaser and/or his/its agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Purchaser in any manner to enter into this Agreement.

65. Supersession:

65.1 This Agreement supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Flat, including marketing materials, brochures etc.

66. Collaborative Drafting:

66.1 The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the negotiations. Each Party has executed this Agreement voluntarily, after having received advice of their respective legal counsel, and have a full and free understanding of its terms, the contents of this Agreement and the rights and obligations affected hereby. Further, the Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them and their respective legal counsel.

67. Execution of the Agreement:

67.1 The original Agreement stamped with the full stamp duty payable in accordance with the Maharashtra Stamp Act, 1958 and duly executed by the parties shall be retained by the Purchaser and photocopies of the stamped and registered Agreement shall be retained by the Owner-Promoter. Each page of this Agreement along with the Annexures are signed by the parties hereto.

68. Incorporation by Reference:

68.1 Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

69. Headings:

69.1 Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

70. Dispute Resolution:

70.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either party hereunder,

then the aggrieved party shall notify the other party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.

71. In case the Parties are unable to settle their disputes amicably, the Parties shall refer the dispute to the Maharashtra Real Estate Regulatory Authority, as per the provisions of RERA and the Rules and Regulations thereunder.

72. **Governing Law:**

- 72.1 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 exclusive jurisdiction for this Agreement.

73. **Binding effect**

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

74. **Joint Allottee(s)**

That in case there is more than one Purchaser all communications shall be sent by the Owner-Promoter to the purchaser whose name appears first and at the address provided by the first purchaser to the Owner-Promoter which shall for all intents and purposes be considered as properly served on all the purchaser(s)

IN WITNESS WHEREOF the Parties have executed these presents the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Layout Land)

All those pieces or parcels of partly perpetual leasehold land and partly freehold land admeasuring in aggregate to 64,169.50 Sq. meters., bearing Old Survey Nos. 14 (pt), 15 (pt), 16(pt), 17(pt), 18, 19(pt), 22(pt), 23(pt), 24, 25(pt), 27(pt), 28(pt), 29(pt), 159(pt), 160(pt), 161(pt), 162, 163(pt), 164(pt); corresponding to New Survey No. 1 (pt); corresponding to Old C.T.S. Nos. 08, 8/1 to 8/18, 09, 09/1 to 09/18, 10, 10/1 to 10/18, 11, 11/1 to 11/18, 12, 12/1 to 12/18, 13, 13/1 to 13/10, 25, 25/1 to 25/18, 26, 26/1 to 26/18, 27, 27/1 to 27/18, 28, 28/1 to 28/18, 29, 56 (pt), 57, 57/1 to 57/9, 58, 58/1 to 58/9, 60, 60/1 to 60/9, 61, 61/1 to 61/48, 66(pt) and 90A; corresponding to C.T.S. No.8A/1, corresponding to New C.T.S Nos. 8/A/1/2 of Village Vikhroli and bounded by:

On or towards the North:	Partly by the land owned by Godrej & Boyce Mfg. Co. Ltd. bearing C.T.S No.8A/1/1, CTS Nos. 8A/6(pt), partly by 13.4 metres wide DP Road, partly by Vikhroli Gaothan, partly by recreational open space owned by Municipal Corporation of Greater Mumbai and partly by Existing Private Road owned by Godrej & Boyce Mfg. Co. Ltd.;
On or towards the South:	CTS No.56A/1;
On or towards the East:	CTS No.56A/4; and
On or towards the West:	Central Railway Line.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Project Land)

All those pieces or parcels of partly perpetual leasehold land and partly freehold land admeasuring in aggregate to 7,763 square metres, bearing Old Survey Nos.14(pt), 15(Pt), 16(Pt), 17(Pt), 18(Pt) and 19(Pt) corresponding to New Survey No.1(Pt), corresponding to Old C.T.S. Nos.56(Pt) and 61(Pt), 61/1 to 61/32 and 61/34 to 61/48 corresponding to new C.T.S. No.8A/1 corresponding to new C.T.S. Nos.8/A/1/2(Pt) of Village Vikhroli and bounded as follows:

On or towards the North:	Existing Private Road owned by Godrej & Boyce Mfg. Co. Ltd.;
On or towards the South:	18.30 metres. Wide Internal Layout Road;
On or towards the East:	Reservation of Recreational Open Space (ROS 1.5); and
On or towards the West:	Partly by Existing Club House and Partly by Existing Sewage Treatment Plant.

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

Flat No. _____ (2/3 BHK Type) admeasuring total area of *[insert admeasurement in square meters]* square meters equivalent to *[insert admeasurement in square feet]* square feet or thereabouts , RERA carpet area, on the *[insert floor number]* floor of a multistoried building known as “**Godrej Vistas**”, in wing/tower namely *[insert wing/tower name]*, shown in _____ hatched lines and surrounded by _____ colour boundary line in the sanctioned revised/amended Floor Plan thereof hereto annexed being and marked as Annexure [●] constructed on the Project Land described in the Second Schedule hereinabove written.

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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Payment of Sale Consideration of the Flat)

Sr. No.	Installment Amount	Milestones linked to payment of installments.
1.	Rs. [●]/- (Rupees [●] only)	[cannot exceed 10 %] % ([●] Percent) of the Sale Consideration being amount payable on or before the execution of the Agreement.
2.	Rs. [●]/- (Rupees [●] only)	[cannot exceed 30%] % ([●]Percent) of the Sale Consideration payable after the execution of the Agreement.
3.	Rs. [●]/- (Rupees [●] only)	[cannot exceed 45%] % ([●] Percent) of the Sale Consideration payable on completion of the Plinth of the Building or wing in which the Flat is located.
4.	Rs. [●]/- (Rupees [●] only)	[cannot exceed 70%] % ([●]Percent) of the Sale Consideration payable on completion of the slabs including podiums and stilts of the Building or wing in which the Flat is located.

5.	Rs. [●]/- (Rupees [●] only)	[cannot exceed 75 %] % ([●] Percent) of the Sale Consideration payable on completion of the walls, internal plaster, floorings doors and windows of the Flat.
6.	Rs. [●]/- (Rupees [●] only)	[cannot exceed 85 %] % [●] Percent) of the Sale Consideration payable on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Flat is located..
7.	Rs. [●]/- (Rupees [●] only)	([cannot exceed 95] % [●] Percent) of the Sale Consideration payable on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Flat is located.
8.	Rs. [●]/- (Rupees [●] only)	[●] % [●] Percent) of the balance Sale Consideration payable within 15 days from the Owner-Promoter intimating to the Purchaser that the Flat is ready for use and occupation.
Total Sale Consideration		Rs. [●]/- (Rupees [●] only)

Note: Each of the instalments mentioned above shall be further subdivided into multiple instalments linked to number of basements/podiums/floors.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the Common +Areas and Facilities)

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SIGNED AND DELIVERED for and on behalf of)
the withinnamed Owner-Promoter **GODREJ &**)
BOYCE MFG. CO. LTD. by its authorized)
representative)
_____))
(_____))
in the presence of)
)

SIGNED AND DELIVERED by the withinnamed)
Purchaser/s)
_____))
_____))
_____))
_____))
in the presence of)