
Deviation of Model Form highlighted in GREY COLOUR

Modifications/ Additional clauses highlighted in YELLOW COLOUR

Non-negotiable Clauses highlighted in GREEN COLOUR

DRAFT WITHOUT PREJUDICE

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

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) made at Panvel on this _____ day of _____ in the year Two Thousand and Twenty _____;

BETWEEN

CAROA PROPERTIES LLP (PAN AADCC3425D), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the “Developer” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns) of the **FIRST PART.**;

AND

- 1. MR. RIAZ BATLIVALA (PAN AAKPB5706C)** residing at G/43, Dhanraj Mahal, Apollo Bunder, Mumbai 400001, hereinafter referred to as the “Owner No.1” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns);
- 2. MR. ZAHAN BATLIVALA** (now known as **ZAHAN DHANRAJGIR**) (PAN AAEPB5534G) residing at S1/S2, 19th Floor, Cuffe Castle Building, Cuffe Parade, Mumbai 400005, hereinafter referred to as the “Owner No.2” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns);
- 3. SWAROOP AGENCIES PRIVATE LIMITED (PAN AAACS0670B)**, a private limited company incorporated under the Companies Act, 1956 having its registered office at N-450, Tarapore Towers, New Link Road, Oshiwara, Andheri (West), Mumbai 400053, , hereinafter referred to as the “Owner No.3” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns);
- 4. MR. AVTEJINDER MANN (PAN AEWPM3179C)** residing at 9A, Lohtse Ruia Park, Juhu, Mumbai 400049, hereinafter referred to as the “Owner No.4” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns);

5. **MR. AMARJIT SINGH (PAN BFNPS9686H)** residing at S.533, Greater Kailash Part Two, 1st floor, New Delhi 110048, hereinafter referred to as the “**Owner No. 5**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns);
6. **MR. URAAZ BAHL (PAN ADXPB6337R)** residing at 82A, Meher Apartment, Altamount Road, Mumbai 400026, hereinafter referred to as the “**Owner No.6**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns);
7. **MR. RAVI KHUBCHANDANI (PAN AAKPK4376M)** having address at Flat No. 14, 6th floor, Shangrila Building, Charmichael Road, Mumbai 400 026, hereinafter referred to as the “**Owner No.7**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, administrators, executors and assigns);

The Owner No. 1 to 7 hereinafter are referred to as the “**Owners**” of the **SECOND PART**;

AND

1. **Mr. / Ms. / M/s. _____**, age _____ years, Occupation _____, Permanent Account Number (PAN) _____,
2. **Mr. / Ms. / M/s. _____**, age _____ years, Occupation _____, Permanent Account Number (PAN) _____,
3. **Mr. / Ms. / M/s. _____**, age, _____ years, Occupation _____, Permanent Account Number (PAN) _____, or
M/s. _____ all residing/having its registered office at _____, hereinafter collectively referred to as “**the Allottee(s)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual his / her / their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner and in case of a Company its successors and permitted assigns) of the **OTHER PART**;

The Developer, Owners and the Allottee(s) are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. By Development Agreement dated 25th September, 2014 (“**Development Agreement**”) duly registered with the Sub-Registrar of Assurances at Khalapur under serial No. 1636 of 2015 and Conveyance dated 10th December 2020(“**Conveyance Deed**”) registered with the Joint Sub-Registrar of Assurances at Panvel under serial No. 12106 of 2020, wherein Owners along with one Mr. Santosh Bahl have assigned/transferred development rights of contiguous freehold lands admeasuring approximately 43 H 52 R 86 P equivalent to approximately 108 acres (“Original Land”) situated at Village Talegaon, Taluka Khalapur and Village Khanavale, Taluka Panvel, District Raigad, in favour of the Developer on the terms and conditions mentioned therein. Pursuant thereto, the Developer, *vide* various conveyance deeds, further acquired additional lands admeasuring approximately 26 Acres from the Owners hereinabove. Also, the Owner No.1 i.e. Mr. Ravi Khubchandani purchased land bearing Sy. Nos. 45 and 46 situated at Village Khanavale, Tal. Panvel, Dist. Raigad from Government of Maharashtra pursuant to order/letter bearing No. Land/2820/P.No.16/J-4A dated 7th September, 2021 and accordingly the Government of Maharashtra executed Agreement dated 15th February, 2022 bearing No. PVL2-2291-2022 with the Owner No.1 (“**Additional Land**”). The Original Land and Additional Land (collectively “**Larger Land**”) is comprised in Survey nos. more particularly described in the **First Schedule** hereunder written and shown delineated by red colour boundary line on the plan thereof hereto annexed as **Annexure “A”** in favour of the Developer on the terms and conditions mentioned therein. Owners held the Larger Land under and in terms of various registered Conveyance Deeds executed between erstwhile owners and Owners.

- B. In this background, the Developer is thus seized and possessed of and otherwise well and sufficiently entitled to develop the Larger Land.
- C. The Larger Land is presently accessible from Mumbai – Bangalore National Highway (NH4) and having 18 meters' wide access road as per the sanctioned plan of Maharashtra State Road Development Corporation Limited (“MSRDC”) and delineated on the plan **Annexure “A”** in pink colour and marked as “**AB-CD**” (“**Access Road**”). The Access Road is shown as proposed road in the modified draft Development Plan dated 30th January, 2020 of MSRDC (Special Planning Department) which shall be notified in due course of time.
- D. Based on its right and entitlement in terms of the Development Agreement, the Developer is going to develop the Larger Land for residential, commercial, retail and hospitality or for such other use or purpose permissible under the applicable Development Control Regulations with the name “**Godrej City, Panvel**” (“**Project**”) and carry out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- E. The Larger Land forms part of ‘**Integrated Township Project**’ policy approved under Notification bearing no. TPS-1816/CR-368/16/UD-13, dated 8th March, 2019 issued by Urban Development Department, Mumbai under Maharashtra Regional Town and Planning Act, 1966. Location Clearance in respect of the Larger Land has been granted and published in Notification No. TPS. 1710/1042/C.R. 29/12/UD-12, dated 6th September 2014.
- F. The Developer has obtained the sanction of the entire layout of the Larger Land, which has been sanctioned by MSRDC vide letter No. MSRDC/STA/ITP-3/RZ-3/CC/2024/1801 dated 10th October, 2024 (“**Project Layout**”), where under the Developer is required to provide amenities as enlisted in **Fifth Schedule and Annexure “B”** as annexed hereto (“**Common Areas and Amenities of Project**”). However, the approved Project Layout and conditions prescribed in relation to the same are subject to further revisions by MSRDC due to amendment in Relevant Laws/revisions in approvals from time to time. The Developer shall further carry out the changes in the Project Layout at its discretion and/or as per terms and conditions laid down by the Authorities from time to time as per Relevant Laws.
- G. The Developer has informed the Allottee(s) about all these aspects pertaining to the ongoing Project including applications, sanctions, permissions pertaining to the Project and proposed phase-wise / segment-wise development, common amenities and facilities for the entire Project, and the Allottee(s) agrees and acknowledges the same. It is clarified by the Developer that the Project Layout is tentative and though the same has been approved by MSRDC, the Developer reserves the right in its absolute discretion to amend/alter/modify the Project Layout from time to time as it may deem fit and also to add and / or delete one or more building/s having one or more wings from the Project Layout and / or also change the location of any of the buildings, amenities, and facilities in the Project Layout or change the nature of the building(s) proposed to be constructed on the Project Layout as per Relevant Laws.
- H. The concerned competent authority (ies) has/have approved the plans in respect of the Current Phase (as defined hereinbelow) vide building plans bearing Serial No. MSRDC/STA/ITP-3/RZ-3/CC/2024/1801 dated 10th October, 2024. The aforesaid plans are issued in for **RZ – 3** forming part of 33/1 (pt), 41/1 (pt), 42/2 (pt), 42/3, 42/4 (pt), 43 (pt), 44/2 (pt), 44/3 (pt), 44/4 (pt), 45(pt), 46 (pt), 47/1 (pt), 47/2 (pt) of Village Khanavale, Taluka Panvel, District Raigad admeasuring in aggregate **28995.78** square meters more particularly described in the **Second Schedule** hereinunder (“**Common Layout Land**”) for development of **5 (FIVE)** residential towers, retail, Common areas and amenities (“**Common Layout**”) as approved therein which includes the said Current Phase.

- I. The Developer intends to develop a portion of the Common Layout Land admeasuring 2628.32 square meters, more particularly described in the **Third Schedule** hereunder (“**Phase Land**”) consisting of 3 (three) residential towers: (i) Tower 1 comprising of ground plus 42 upper floors; (ii) Tower 2 comprising of ground plus 42 upper floors and (iii) Tower 3 comprising of ground plus 42 floors), as delineated in Purple colour in **Annexure “C”** marked hereto, under the name and style of “**Green Terraces, Godrej City, Panvel**” and more specifically marked in _____ colour in the plan annexed hereto as **Annexure “D”** (“**Current Development/Phase**”). It is further clarified that the Developer reserves the right to further amend/develop tower 4, 5 and retail within the Common Layout Land in future, at its sole discretion.
- J. The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the common areas and amenities of the Common Layout (as enlisted in **Annexure “E – Part I”** annexed and marked hereto), some of which may be located within the Tower(s) of the Common Layout and/or the Common Layout Land (“**Common Areas and Amenities of Common Layout**”) which shall at all times remain common and shall be shared by all the residents of the Common Layout and/or Tower(s). The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or society/common organization of the Current Phase shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Amenities of Common Layout by the allottee(s)/member/s of the Common Layout. Further, the costs and charges towards such Common Areas and Amenities of Common Layout shall be shared between all the allottee(s)/member/s of the Common Layout. The Allottee(s) hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.
- K. The Developer has currently appointed M/s. [•], Architects and have entered into a standard agreement with them registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- L. The Developer has appointed [•], as structural Engineer for the preparation of the structural design and drawings of the towers and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Tower(s)/towers.
- M. The Developer has also obtained Commencement Certificate bearing Ref. No. [.] dated [.] and which is further amended vide letter No. [•] dated [•] from MSRDC for **RZ – 3** forming part of 33/1 (pt), 41/1 (pt), 42/2 (pt), 42/3, 42/4 (pt), 43 (pt), 44/2 (pt), 44/3 (pt), 44/4 (pt), 45 (pt), 46 (pt), 47/1 (pt), 47/2 (pt) admeasuring in aggregate **28995.78** square meters, whereby MSRDC permitted the construction/development of the Current Phase on the Common Layout Land.
- N. The Developer has registered the Current Phase under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website)Rules, 2017 (“**Rules**”) with the Real Estate Regulatory Authority at Mumbai under No. [•] the authenticated copy of such certificate is attached in **Annexure “F”**.
- O. The Developer has sole and exclusive right to sell the flats in the said to Tower(s)/towers to be constructed by the Developer in the Current Phase and to enter into agreement/s with the allottee(s) of the flats and receive the sale consideration in respect thereof;
- P. On demand from the allottee(s), the Developer has given inspection to the allottee(s) of all the documents of title relating to the Common Layout Land and the plans, designs and specifications prepared by the Developer's architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- Q. The authenticated copy of certificate of title issued by DSK Legal in respect of the Larger Land, certifying the Developer's title to the Larger Land, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of

the title of the Developerto the Common Layout Land on which the Tower(s)/towers/flats are constructed or to be constructed have beenannexed hereto and marked as **Annexure "G"** and **"H"**, respectively.

- R. The authenticated copy of the Project Layout of the Larger Land as approved by theconcerned local authority has been annexed hereto and marked as **Annexure "A"**.
- S. The Developer has got some of the approvals from the concerned local authority(s)to the plans, the specifications, elevations, sections and of the said Tower(s)/towers and shall obtain the balance approvals from various authorities from time to time, including but not limited to occupancy certificate (in part or in full) of the said Current Phase.
- T. While sanctioning the said Larger Land, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Larger Land and the said Tower(s)/towers and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Tower(s)/towers shall be granted by the concerned local authority.
- U. The Developer has accordingly commenced construction of the said Tower(s)/towers in accordance with the said Plans.
- V. The Allottee(s) has/have applied to the Developer for allotment of a Flat No. [•] on [•] floor in "Tower [•] ([•]), [•], Green Terraces, Godrej City, Panvel" ("Flat")being constructed in the said Current Phase along with an exclusive right to use garage/covered car parking space at [•]level basement/podium/stilt/mechanical car parking unit bearing No. [•]admeasuring [•]sq.ft. having [•]ft. length x[•]ft. breadth x [•]ft. vertical clearance or open car parking space without consideration bearing No. [•]admeasuring [•]sq.ft. having [•]ft. length x[•]ft. breadth ("Parking Space(s)") situated in the Multilevel Car Parking/basement/podium/stilt of the Tower(s) in the Common Layout;
- W. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos admeasuring ____ sq. ft. having ____ ft. length x ____ ft. breath x ____ ft. vertical clearance and situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. ____/-
- X. The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ admeasuring ____ sq. ft. having ____ ft. length x ____ ft. breath x ____ ft. vertical clearance and situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. ____/-
- Y. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. ____/-
- Z. The Carpet Area of the said Flat is [•] square meters and Exclusive Areas of the said Flat is [•] square meters aggregating to Total Area of [•]square meters ("Total Area"). For the purposes of thisAgreement (i) "**Carpet Area**" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee(s) or verandaharea and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the saidFlat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee(s) and other areas appurtenant to the said Flat for exclusive use of the Allottee(s).
- AA. The authenticated copies of the plan of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by MSRDC have been annexed and marked as **Annexure "J"**. The specification to be provided in the Flat is hereto annexed and marked as **Annexure "I"**.

Common Areas and Amenities of Common Layout are more particularly described in the **Fifth Schedule and Annexure "E".**

BB. 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 all Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

CC. Prior to the execution of these presents the Allottee(s) has/have paid to the Developer a sum of **Rs. [•]/- ([•])** only, being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee(s) has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

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

BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Flat and the Parking Space(s)(if applicable).

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

- 1. The Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.**
- 2. Construction.**
 - 2.1 The Developer is developing the Common Layout Land and currently launching 3 (three) Tower(s) in the following manner: (i) Tower 1 comprising of ground plus 42 upper floors; (ii) Tower 2 comprising of ground plus 42 upper floors and (iii) Tower 3 comprising of ground plus 42 floors in the said Phase, which is in addition to the other [2](Two) residential towers (i.e., Tower 4 and Tower 5) and retail within the Common Layout Land which is the Current Phase in accordance with the plans, designs and specifications as approved by MSRDC from time to time. Provided that the Developer shall obtain prior consent in writing of the Allottee(s) in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the Current Phase, the Developer shall obtain prior consent in writing of the Allottee(s) in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.**
 - 2.2 The Developer has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Larger Land and Common Layout Land are being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Allottee(s) further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Project Layout and Common Layout except for the Current Phase in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.**
 - 2.3 The Common Areas and common amenities/facilities of the Phase shall at all times remain common and shall be shared by all the purchasers of the Larger Land. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or society/common organization of the Phase/Larger Land/Building(s) shall not at any time raise any objection/ dispute / hindrance for**

any reason whatsoever for use of such Common Areas and common amenities/facilities of Phase/Larger Land by the allottee(s)/member/s of the Phase/Larger Land. Further, the costs and charges towards such Common Areas and common amenities/facilities of the Phase/Larger Land shall be shared between all the allottee(s)/member/s of the Phase/Larger Land. The Allottee(s) hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.

3. Description of Flat/Unit and Common Areas and common amenities/facilities & Total Consideration

3.1 At the request of the Allottee(s), the Developer has agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Developer a Unit/Flat of the aforesaid Total Area bearing no. [•], on the [•] floor “Tower [•] ([•]), [•], Green Terraces, Godrej City, Panvel”, constructed or being constructed in the Phase, which is more particularly described in the **Schedule IV** hereunder written and shown on the plan thereof thereto annexed as **Annexure “[•]”** and an exclusive right to use garage/covered car parking space at [•] level basement/podium/stilt/mechanical car parking unit bearing No. [•] admeasuring [•] sq.ft. having [•] ft. length x [•] ft. breadth x [•] ft. vertical clearance or open car parking space without consideration bearing No. [•] admeasuring [•] sq.ft. having [•] ft. length x [•] ft. breadth Multilevel Car Parking/ the basement/podium/stilt of the Tower(s) in the Common Layout (“Parking Space(s)”). A copy of the parking plan earmarking and identifying the Parking Space(s) in [•] boundary line is herewith annexed as **Annexure “[•]”**.

3.2 The fixtures and fittings with regard to flooring, sanitary fittings and amenities with particular brand or equivalent ~~price range (if unbranded)~~ to be provided by the Developer in the said Flat/Unit as are set out in **Annexure “[•]”**, annexed hereto. The Allottee(s) hereby confirms that the Allottee(s) is/are satisfied about the specifications, fixtures and fittings mentioned in **Annexure “[•]”** and the same shall only be relied by the Parties.

3.3 The **Carpet Area** of the Flat/Unit is [•] square meters and the **Exclusive Areas** of the Flat/Unit is [•] square meters aggregating to **Total Area** of [•] square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital W above.

3.4 In consideration of the above, the Allottee(s) hereby agrees to pay to the Developer a total lump-sum sale consideration of ₹. [•] (Rupees [•] Only) (“**Total Consideration**”), comprising of the following:-

| Sr. No. | Particulars of consideration | Rupees |
|---------|--|--------|
| (i) | Towards the Carpet Area of the Flat/Unit. | Rs. |
| (ii) | Towards the Exclusive Areas of the Flat/Unit. | Rs. |
| (iii) | Towards Parking Space(s) | NA |
| (iv) | Towards proportionate consideration for Common Areas and common amenities/facilities charges calculated on the Carpet Area of the Flat/Unit. | Rs. |
| | Total Consideration | Rs. |

The Allottee/s has paid on or before execution of this Agreement a sum of INR. _____/- (Rupees _____ only) (not exceeding 10% of the Total Consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of INR. _____/- (Rupees _____ only) and shall be deposited in _____ RERA Designated Collection Account _____ Phase _____, Account no – _____, _____, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

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

for Sale.

3.5 The Allottee(s) agrees and understands that 20 % (twenty percent) of the Total Consideration shall be the earnest money, being the part-payment of the Total Consideration, to ensure the due performance of the Agreement by the Allottee(s), which shall be forfeited in case of non-performance on the part of Allottee(s) in terms set forth under this Agreement. ("Earnest Money").

4. VARIATION IN TOTAL AREA

The Developer shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building(s)/Tower(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of 3 (three) percent or as may be amended under the Act and/or Rules from time to time. If there is any reduction in the Carpet Area within the abovementioned limit, then Developer shall refund the excess money paid by Allottee(s) 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 Allottee in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Allottee(s) towards the Total Consideration under clause ____ with annual interest at the rate specified in the Rules (if applicable). If there is any increase in the Carpet Area allotted to Allottee(s), the Developer shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan, if applicable. All these monetary adjustments shall be made at the same rate per square meter on Total Area as agreed in this Agreement.

5. Payment Schedule & Manner of Payment

5.1. Payment Plan: The Allottee(s) hereby agrees and undertakes to pay to the Developer the Total Consideration of ₹[•] (Rupees [•] Only) in the following manner:-

| Sr.No. | Milestone | Percentage | Rupees |
|--------------|---|-----------------|--------|
| i. | Before registration of this Agreement | 10% | |
| ii. | Immediately after execution and registration of this Agreement | 20% (total 30%) | |
| iii. | On completion of Plinth of the Flat's building/wing | 15% (total 45%) | |
| iv. | on completion of slabs including podiums and stilts of the Flat's building/wing | 25% (total 70%) | |
| v. | On completion of the walls, internal plaster, floorings, doors and windows of the Flat | 5% (total 75%) | |
| vi. | On completion of the sanitary fittings, staircases, lift wells, lobbies upto the [•] [please mention the floor on which the Flat is situated] floor | 5% (total 80%) | |
| vii. | On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Flat's building/wing | 5% (total 85%) | |
| viii. | On completion of Flat's building's/wing's lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement | 10% (total 95%) | |
| ix. | At the time of handing over of possession of Flat or on receipt of Occupation Certificate or Completion Certificate | Balance | |
| Total | | 100% | |

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

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

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

5.3. All payments to be made by the Allottee(s) under this Agreement for Sale shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “[●]”.

5.4. In case of any financing arrangement entered by the Allottee(s) with any Bank / financial institution with respect to the purchase of the Flat/Unit, the Allottee(s) undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “[●]”. The Allottee/s has to provide a valid in-principle sanction letter of loan before registration of Agreement for sale. The Allottee/s shall solely be responsible and liable to ensure that the disbursement of the same shall not be held by any Bank or Financial Institution for any reasons which shall not be attributable to the Developer, as and when due, and same shall be made by the Bank or Financial Institution without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of Agreement. The Allottee(s) agrees that in the event the Allottee(s) avails any loan/or loan facilitation services (“Services”) from any external third party, the Allottee(s) shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee(s) may have incurred due to the Services so availed.

5.5 For the purpose of remitting funds from abroad by the Allottee(s), the following are the particulars of the beneficiary:

Beneficiary's Name : [●]

Beneficiary's Account No: [●]

Bank Name : [●]

Branch Name : [●]

Bank Address : [●]

Swift Code : [●]

IFSC Code : [●]

5.6 Further, at the express request of the Allottee(s), the Developer may at its sole discretion offer a rebate to the Allottee(s) in case the Purchaser desires to give early payments any time hereafter ~~by discounting such early payments @ _____ % per annum for the period by which the respective installment has been postponed~~. It is hereby clarified that the foregoing rebate is subject to the Allottee(s) complying with all its obligations under this Agreement for Sale including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The early payments received from the Allottee(s) under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee(s).

5.7 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee(s) is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause ___ below and the Developer may at its option be entitled to exercise the recourse

available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5000/- (Rupees Five Thousand only) along with applicable taxes for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10000/- (Rupees Ten Thousand only) along with applicable taxes in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

5.8 In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below Bank account. The Allottee(s) agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Purchaser's failure in this regard.

| Name of Account Holder | Bank Account No. | Name of the Bank and Branch | IFSC |
|------------------------|------------------|-----------------------------|------|
| | | | |

5.9 The Total Consideration is escalation-free, save and except escalations / increases / impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("Authorities") from time to time in the manner levied by the Authorities. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

5.10 It is further clarified that payments received from any third parties/non-allottee shall not be considered to be valid payments and such payment shall continue to appear as outstanding against the Unit. The Developer shall not accept payments from third parties under the following criterion:

- a. Payments made by Allottee(s) family member/friend (parents, spouse, siblings etc.)
- b. Payments made by a company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder of such company);
- c. Individual making payment on behalf of the company being the Allottee(s) (in case of company booking);
- d. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee(s) account only, the exception being demand draft/pay order/banker's cheque received from the mortgage bank of the Allottee(s)

6. Taxes

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

6.2. For the purpose of this Agreement for Sale,

- i. "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.
- ii. "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.
- iii. "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other relevant laws.

6.3. Taxes shall be payable by the Allottee(s) on demand made by the Developer within [•] ([•]) working days, and the Allottee(s) shall indemnify and keep indemnified the Developer from and against the same.

6.4. Further, the Purchaser(s) and/or his/her/their transferee shall additionally be liable to pay all

applicable taxes, duties, levies, cess, statutory charges including GST or Other Charges (with taxes thereon) existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each instalment of amounts payable under this Agreement, with retrospective effect, if so required under the Relevant Laws.

7. Tax Deducted at Source

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

8. Payment of Other Charges

8.1. Apart from the Total Consideration, the Allottee(s) shall on or before delivery of possession of the said Flat/Unit pay to the Developer, the following amounts which shall exclusively belong to Developer the following amounts, which shall be transferred to the society / limited company / federation / Apex Body:

| Sr. No. | Particulars | Rupees |
|---------|--|-----------|
| (i) | Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for _____ months. | Rs. _____ |
| (ii) | Estimate amounts for deposit towards provisional contribution towards outgoings of township for [•] years | Rs. _____ |
| (iii) | Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer | Rs. _____ |
| | Total: | Rs. _____ |

The Allottee(s) agrees that the Developer shall have a right to adjust the amounts incurred by the Developer towards the maintenance and upkeep of the Phase, Common Areas and Facilities of the Layout from the amounts to be paid by the Allottee(s) under Clause _____ of the Agreement, without any reference to the Allottee(s)/ Common Organization / Apex Body/ Apex Bodies.

*The Developer shall have the right to keep the amounts collected towards the corpus funds from the allottees under any fixed deposit with a scheduled bank of its own choice and as per the discretion of the Developer. The Developer shall transfer the aforesaid amounts to the Common Organization / Apex Body/ Apex Bodies, subject to the aforesaid deductions/ adjustments.

*the amounts collected by the Developer in Sr. No. (_____) hereinabove shall be provisional amount and the Developer and/or the Facility Management Company shall have right to revise/raise additional amount, if the same is exhausted before hand over management to the Federation/Apex Body/Condominium/Body of Purchaser as mentioned in clause _____ hereinbelow. The Developer/Facility Management Company shall provide audited statements of the expenses incurred by the Developer/Facility Management Company.

8.2. The Allottee(s) shall on demand pay to the Developer the following amounts along with applicable taxes:

| | | |
|--------|--|-----------|
| (i) | Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body | Rs. _____ |
| (ii) | Estimate amount for formation and registration of the society or limited company / federation / Apex Body | Rs. _____ |
| (iii) | Estimate amounts for deposit towards water and electricity connection charges* | |
| (iv) | Estimate amounts for deposit towards gas connection charges* | |
| (v) | Estimate amounts for deposit towards other utility / services charges* | |
| (vi) | Estimate amounts for deposits of electrical receiving and sub-station in the Layout* | |
| (vii) | Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / Apex Body* | |
| (viii) | Estimate amounts towards legal charges for documentation which shall be payable* | |
| | Total: | |

*collection at any point doesn't guarantee the provisioning of the services immediately upon payment/ possession.

**the amounts collected by the Developer in Sr. No. () hereinabove shall be provisional amount and the Developer and/or the Facility Management Company shall have right to revise/raise additional amount, if the same is exhausted before hand over management to the Federation/Apex Body/Condominium/Body of Purchaser as mentioned in clause _____ hereinbelow. The Developer/Facility Management Company shall provide audited statements of the expenses incurred by the Developer/Facility Management Company.

** LUC shall mean land under construction tax which is payable to the competent authorities on actuals. This is an indicative amount and may vary basis the demand raised by the competent authorities.

8.3 It is clarified that the amounts to be paid by the Allottee(s) under Clause _____ and Clause _____ of the Agreement are estimated and subject to variation. The actual amounts payable by the Allottee(s) shall be informed by the Developer to the Allottee(s) at the time of raising the demand towards the said amounts.

8.4 The Developer shall have the right to keep the amounts collected towards the corpus funds from the Allottee(s) under any fixed deposit with a scheduled bank of its own choice and as per the discretion of the Developer. The Developer shall transfer the aforesaid amounts to the Common Organization / Apex Body/ Apex Bodies, subject to the aforesaid deductions/ adjustments and the same is confirmed and agreed by the Allottee(s)/ Common Organization / Apex Body/ Apex Bodies.

8.5 The Allottee(s) is aware that the Developer seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Developer has/shall enter into agreements with various third parties/ operators ("Service Providers") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("FSI Free Constructed Spaces") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the Allottee(s). The terms of such arrangements shall be binding on the Allottee(s) and the Ultimate Organization/ Federation,

subject to the following restrictions: a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years. b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers. c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Project.

9. Legal charges for formation of society / limited company / federation / Apex Body

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

10. Developer to appropriate dues

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

11. Time is of essence

11.1. Time is essence for this Agreement. The Developer shall abide by the time schedule for completing the Phase and handing over the Flat/Unit to the Allottee(s).

11.2. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement for Sale subject to the completion of construction by the Developer as provided herein.

12. Interest

12.1 If the Developer fails to abide by the time schedule for completing the Phase and handing over the Flat to the Allottee(s), the Developer agrees to pay to the Allottee(s), who does not intend to withdraw from the Phase, interest at the such rate as may be specified under the Rule (“Interest”), subject to applicable taxes, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.

12.2 The Allottee(s) agrees to pay to the Developer, Interest on all the delayed payment which become due and payable by the Allottee(s) to the Developer under the terms of this Agreement, from the date the said amount is payable by the Purchaser to the Developer till the date of receipt / realization of payment.

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

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

13. Floor Space Index

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

13.2. The Developer declares that FSI available as on date in respect of the Larger Land is _____ square meters only and the Developer has planned to utilize FSI of _____ square meters on

portion of Common Layout Land (i.e. (a) [•] square meters towards Tower [•] and (b) the Club-House [•] square meters towards Tower [•]) (c) [•] square meters towards Tower [•] (d) [•] square meters towards Tower [•] (e) [•] square meters towards Tower [•] by utilizing the FSI of the said Larger Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future. Wherein the Developer reserves their sole right and entitlement to utilize the remaining FSI as provided under this clause for the purpose of upcoming/future development towards the Common Layout Land and/or otherwise. ~~The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.~~

13.3. Further, the Allottee(s) has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Larger Land/Phase Land on which it is being constructed in proportion to the total area of the Larger Layout Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Larger Layout Land as it thinks fit and the purchasers of the apartment(s)/Unit(s)/premise(s)/unit(s) in such buildings (including the Allottee(s)) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building on the Phase Land or Larger Land or Larger Layout Land.

13.4. The Allottee(s) acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Larger Layout Land including the existing and future FSI and /or transferable development rights ("TDR") hereto for sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Larger Layout Land or elsewhere as may be permitted as per Applicable Laws.

13.5. The Allottee(s) further acknowledge(s) that, at its sole discretion (i) the Developer shall also be solely entitled to freely deal with other phases comprised in the Larger Layout Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Allottee(s) has/have entered into this Agreement for Sale knowing fully well the scheme of development of the Larger Land to be carried out by the Developer.

13.6. Neither the Allottee(s) nor any of the other purchasers of the apartment(s)/flat(s)/Unit(s)//premise(s)/unit(s) in the buildings being constructed on the Phase Land/Larger Layout Land (including the Building/s) nor the association / apex body to be formed of purchasers of apartment(s)/flat(s)/Unit(s)/premise(s)/unit(s) in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Larger Layout Land. All FSI and/or TDR at any time available in respect of the Larger Layout Land in accordance with the Larger Layout Land or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Larger Layout Land as contemplated by the Developer is completed by the Developer and building(s) / Larger Land is conveyed to the association / apex body in the manner set out herein below.

13.7. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Phase Land and/or the said Larger Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee(s) / association / apex body. In the event of any additional FSI in respect of the Phase Land and/or Larger Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Phase Land and/or the Larger Land as may be permissible.

13.8. The Allottee(s) or the association / apex body of the purchasers shall not alter/demolish/construct or redevelop the Building or the Phase Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law

or use any unutilized or increased FSI available on the Phase Land. It is also agreed by the Allottee(s) that even after the formation of the association / apex body, the Developer, if permitted by the authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Phase Land/Larger Land and shall thereby continue to retain full right and authority to develop the Phase Land/Larger 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 Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

14. Adherence to Sanctioned Plans

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

15. Possession

15.1. The Developer has represented that the Project Layout sanctioned by MSRDC vide letter No. MSRDC/SPA/ITP- 3/2020/381 dated 2nd September, 2020 is valid till 9th August 2026 and the Developer has already made an application to concerned competent authority(ies) for seeking extension of the aforesaid Project Layout. As such, the Developer shall offer possession of the Flat, after obtaining the occupation certificate for the said Flat(s) on or before [•] ("Delivery Date") and common areas & amenities of Phase on or before [•] and Common Areas and Amenities of Common Layout as per approval of Layout granted by MSRDC and/or any other competent Authority. That subject to the Allottee(s) being in compliance of all its obligations under this Agreement including timely payments of amounts the Common Areas and Amenities of Project shall be provided by the Developer in accordance with this Agreement. Provided however that the Delivery Date and delivery date for common areas of Phase and Common Areas and Amenities of Common Layout stand extended on account of any Force Majeure events.

15.2 If the Developer fails or neglects to give possession of the Flat to Allottee/s except on account of reasons beyond their control and that of their agents, i.e force majeure circumstances, by the aforesaid delivery date then the Developer shall be liable on demand to refund to Allottee/s the amounts already received by them in respect of the Flat with interest at the same rate as that may be mentioned in the clause [•] hereinabove, from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving the delivery on the aforesaid dates, if the completion of building in which the Flat is to be situated is delayed on account of:

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

15.3 Further, in the event the Developer is unable to offer possession of the Flat on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Allottee(s), the Developer shall refund the amounts received from the Allottee(s) along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Developer to the Allottee(s), the Allottee(s) agree(s) and acknowledge(s) that the Allottee(s) shall not have any right, title interest in the Unit, and the Developer shall be entitled to deal with the same at its sole discretion.

16. Manner of Taking Possession

16.1 The Developer shall: (a) offer possession of the Flat to the Allottee(s), after obtaining the Occupation Certificate for the Flat on or before [•] ("Delivery Date of the Flat"); (b) deliver the Common Areas and Facilities of the Layout on or before [•], subject to the Allottee(s) being in compliance of all its obligations under this Agreement including without limitation timely payments of amounts). ("Delivery Date of Common Areas and Facilities"). The

Allottee(s) shall take possession of the Flat/Unit within 15 (fifteen) days ~~3 (three) months~~ from the date Developer offering possession of the Flat/Unit (Intimation of Possession), by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement for Sale, ~~and the Developer shall give possession of the Flat/Unit to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.~~ Upon receiving possession of the Flat/Unit or expiry of the said 15 (fifteen) days from offering of the possession ("Possession Date"), the Purchaser shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement for Sale, and shall thereafter, the Allottee(s) agree/s to pay the maintenance charges as mentioned in this Agreement to the Promoter and/or association of allottee(s) and/or Facility Management Agency appointed by the Promoter, as the case may be. The Allottee(s) expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Allottee(s). ~~The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.~~

16.2 The Allottee(s) hereby agree/s that in case the Allottee(s) fail/s to respond and/or neglects to take possession of the Flat/Unit within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. _____ (Rupees _____ only) per month per square meter of the Total Area of the Flat/Unit, subject to applicable taxes ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and common amenities/facilities for the period of such delay. During the period of said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

16.3 Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of occupation certificate for the said Flat/Unit, none of the Parties shall be entitled to terminate this Agreement for Sale. Further, in case the Allottee(s) fail/s to respond and/or neglect/s to take possession of the Flat/Unit within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement for Sale to forfeit/claim the entire Total Consideration towards the Flat/Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee(s) further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Flat/Unit shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Flat/Unit.

17. Outgoings

17.1 From the Possession Date, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the Phase Land/Larger Land and Buildings/Tower (as may be applicable) namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Phase including Phase Land/Larger Land and building(s)/tower(s) (as may be applicable) thereon from the "CAM start date" (as defined herein below).

17.2 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the date of offer of possession letter/Possession Intimation letter, regardless of whether the Allottee(s) takes such possession or not. Such date shall be referred to as "CAM start date".

17.3 The CAM Charges do not include charges for providing water from private sources and electricity supply through DG sets. The said charges towards provision of water from private sources and electricity through DG sets shall be collected proportionately from all the Allottee(s) over and above the CAM Charges.

17.4 The amounts mentioned as CAM Charges herein are provisional and based on estimates. The said amount is subject to revision every 12 months basis of inflation increases as per the market factors (currently estimated at 7.5% to 10% per annum). In case the increase is to be higher than this amount, the same will have to be mutually agreed between the purchaser/Developer and the FMC.

17.5 The Allottee(s) is aware and hereby confirms that no CAM Charges shall be payable on any unit by the Developer. For any plot, the CAM Charges shall commence only after the date of offer of possession of such unit. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Developer.

17.6 The Allottee(s) shall be obliged to pay the CAM charges in advance on or before the 1st day of each quarter to the Ultimate Organization /Federation or the Developer, as the case maybe.

17.7 For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Allottee(s) takes possession on such date or not.

17.8 Until the conveyance of the structure of the Building(s)/Tower(s) to the common organization, the Allottee(s) shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Allottee(s) further agrees that till the Allottee(s)'s share is so determined, the Allottee(s) shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Allottee(s) to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common organization as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.

17.9 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17.10 In case the transaction being executed under this Agreement between the Developer and the Purchaser is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

17.11 All Maintenance Related Amounts are compulsorily payable by the Allottee/s in the future upon demand being raised by the Company/ Ultimate Organization, regardless of whether the Allottee/s uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause ___ shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/ Ultimate Organization till such time all due amounts are paid together with Interest for the period of delay in payment. The Allottee/s confirms that he/she/it shall pay interest on any delay in payment of Maintenance Related Amounts at the rate as may be specified by the Ultimate Organization or the Federation. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the Ultimate Organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.

18. Defect Liability Period

18.1 If the Purchaser brings to the notice of the Developer any structural defect in the Flat/Unit / Building(s) / Tower(s) within a period of five years or as may be amended from time to time under

the Relevant Laws, on account of workmanship, quality or provision of service, then it shall wherever possible be rectified by the Developer without further charge to the Allottee(s).

18.2 In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Relevant Laws, having regard to the nature of defect, then the Developer shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s)/ the Common Organisation / Apex Body/ Apex Bodies the maintenance agency, as the case may be. The Allottee(s) hereby agrees to such additional time/extension of time.

18.3 It is further agreed between the Parties hereto that, after the Possession Date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee(s) and/or any other allottee(s)/ third party in the Phase or failure of the Allottee(s) to maintain Flat/unit in a diligent manner or non-compliance of any applicable laws by the Allottee(s); any force majeure events; where the manufacture warranty expires and the Allottee(s)/ Common Organisation / Apex Body/ Apex Bodies fails to renew the annual maintenance contracts during the defect liability period.

18.4 It is further agreed between the Parties hereto that, the Phase as the whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Flat / unit and the Common Areas and Facilities of the Layout, wherever applicable. The Developer 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 manufacturers/ installers. Any claim or dispute in relation thereto shall be raised by the Allottee(s) directly with the manufacturers/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Developer / the manufactures/ the maintenance agency / the Common Organisation / Apex Body/ Apex Bodies.

18.5 It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee(s) and/or any other allottees in the Phase including Tower 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 Allottee(s) and/or any other allottee/person in the Phase. The Allottee(s) is/are aware and agree(s) and confirm(s) that the said Flat/unit along with the Common Area of the Layout shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee(s) is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove are not permissible and will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee(s)/ Common Organisation / Apex Body/ Apex Bodies shall have no claim(s) of whatsoever nature against the Developer in this regard. It is hereby clarified that the Allottee(s) shall not be entitled to carry out any changes within the said Flat/unit without express written consent of the Developer and without sanction from the competent Government Authorities in accordance with the Relevant Laws.

[Note: this addition only states what is impliedly provided in the Act viz. that the defect liability is not applicable in case such defect is caused by the Allottee(s)]

18.6 After the Possession Date, the Allottee(s) alone shall be liable to rectify and reinstate any other damage due to wear and tear of whatsoever nature caused to the Flat/unit/ Tower(s), save and except for the defects mentioned in Clause __, at his/her/its/their own costs and the Developer shall not be responsible for the same. It is clarified that all costs including the cost of re-instating and/or repairing such damage shall be borne by the Allottee(s) alone, without any reference to the Developer.

19. Foreign Exchange Management Act

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for Sale for the Flat/Unit

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

20. Anti-Money Laundering

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

Furthermore, the Allottee(s) 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 (“Benami Act”). The Allottee(s) 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 Developer or the Flat, the Developer shall have the right to take appropriate legal action to protect its interests and the interests of bona fide purchasers. The Allottee(s) shall fully cooperate with the Developer and provide any assistance and documentation as may be required in such proceedings.

It is also expressly agreed by the Allottee(s) that in the event the Flat is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Developer shall not be liable to refund any amount paid by the Allottee(s) under this Agreement, and the Allottee(s) shall have no claim, whatsoever, against the Developer in respect of such confiscated property.

21. Default By Allottee(s)

21.1 In the event if:

- (i) the Allottee(s) commits three defaults in the payment of any installment with respect to the Total Consideration and all other amounts including but not limited to estimated Other Charges, due from the Allottee(s) as mentioned in this Agreement on due dates and/or;
- (ii) fails to comply with its obligations, terms conditions as set out in this Agreement, then Without prejudice to the right of the Developer to charge interest in terms of Clause ___, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee(s) committing three defaults of payment of

instalments and/or the Allottee(s) failing to comply with any of his/her/their/its obligations, terms conditions as set out in this Agreement the Developer shall at its own option may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee(s), by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee(s) (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 Developer) within a period of _____ days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee(s) to the Developer.

21.2 Non- Refundable Amounts shall mean and include: (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes (including without limitation LUC, GST etc.) paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank and (i) stamp duty and registration charges on the this Agreement if paid by the Developer under any scheme; and (j) No-cost EMI charges, if any paid by the Developer under any scheme or paid to Allottee(s) as a reimbursement of EMI paid to bank (i) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) (collectively referred to as the "**Non-Refundable Amounts**").

21.3 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee(s) executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee(s) and the Allottee(s) hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee(s) and the Developer's right to sell/transfer the Apartment/Flat including but not limited to Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee(s) shall not have any right, title and/or interest in the Apartment/Flat and/or Parking Space(s) and/or the Project and/or the Project Land and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee(s) acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

21.4 The Allottee(s) further agrees and undertakes that on occurrence of such event of termination, the Allottee(s) shall to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed.

21.5 Upon such termination, the Allottee(s) agree(s) and acknowledge(s) that the Allottee(s) shall not have any right, title and/or interest in the Apartment/Flat and/or Parking Space(s) and/or the Project and/or the Project Land and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such

termination, the Developer shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion.

22. Association Structure

22.1. (i) The Allottee(s) along with other allottee(s) of flat(s)/unit(s) in the building(s) shall join in forming and registering the Society or Association or a Limited Company or condominium or combination of them in respect of each building(s)/tower(s) comprised in Phase/Larger Land/Larger Layout Land, within a period of 3 (three) months of the majority (i.e. within three months of booking of 51% units in the project) of the allottees/ Allottees have booked their flat, and/or on receipt of occupation certificate of the Phase whichever is earlier, known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee(s), so as to enable the Developer to register the common organization of the purchasers. No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(ii) The Developer shall, at its discretion, be entitled to amalgamate the various Flat/Unit Owners under the provisions of the Maharashtra Co-operative Societies Act, 1960 so as to form one single Society that shall own the Phase Land/Larger Land/Larger Layout Land. Such amalgamated Society shall be the apex body ("Apex Body") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) ("Apex Bodies") for each of residential and commercial zones, as the Developer may deem fit, who shall admit various Organizations as its members formed in respect of the various buildings forming part of the Phase for the purposes of effective maintenance and management of the entire Phase including for Common Areas and common amenities/facilities of the Phase/Larger Land (as the case may be) at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.

(iii) with a view to preserve the intrinsic value of the Phase/Larger Land by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved/ undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause _____ below), the maintenance and management of the Phase/Larger Land, without any reference to the Allottee(s) and other occupants of the Phase/Larger Land, even after formation of the association/apex body on such terms and conditions as the Developer may deem fit and the Allottee(s) hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body.

(iv) Make provisions for payment of outgoings/CAM to the association & the apex body for the purposes of maintenance of Building in which the Flat/Unit is located and the entire Phase/Larger Land/Larger Layout Land.

22.2. Except Parking Space(s) allotted by the Developer in accordance with this Agreement, the Allottee(s) agree(s) and confirm(s) that all parking spaces including open parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee(s) hereby declares and confirms that except for the exclusive usage rights granted towards the Parking Space(s) allotted by the Developer, the Allottee(s) does not require any parking space/s including any right towards open parking space(s) and accordingly the Allottee(s) waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Phase. The Allottee(s) further agree(s) and undertake(s) that Allottee(s) shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer / Common Organization/Apex Body/Apex Bodies, at any time and shall not challenge the same anytime in future. The Allottee(s) agree(s) and acknowledge(s) that Developer/ Common Organization/Apex Body/Apex Bodies shall deal with the parking space(s) in the manner

Developer / Common Organization/Apex Body/Apex Bodies deems fit, subject to Relevant Laws.

22.3. The Allottee(s) hereby declares and confirms that except for the Parking Space(s) allotted by the Developer/ association/ Apex Body, the Allottee(s) does not require any parking space and accordingly the Allottee(s) waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space in the Phase. The Allottee(s) further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space done by Developer/association /Apex body at any time and shall not challenge the same anytime in future. The Allottee(s) agrees and acknowledges that Developer/association / Apex body shall deal with the parking space in the manner association / Apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex body. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

~~The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.~~

22.4. The Allottee(s) hereby acknowledge(s) and agree(s) that the Phase is a part of a layout development and as such the Developer would be conveying only the built-up area of the Building (except the basement and podium) to the association formed of the individual building(s)/Tower(s) and the underlying land would be conveyed to the society/Apex body formed of the association, which shall be in accordance within the timelines stipulated under the Relevant Laws. The Developer shall convey its title in respect of the Larger Layout Land to the association / Apex Body within 3 (three) months from receipt of completion certificate of larger layout. The Allottee(s) hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or apex body (as the case may be), the Allottee(s) shall continue to pay all the outgoings as imposed by the concerned authorities and proportionate charges to the Developer from time to time.

22.5. The Allottee(s) agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body within 10 (ten) days from intimation by the Developer. The Allottee(s) agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / apex body for the association. The Allottee(s) shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) in the Building(s)/Tower(s). The Allottee(s) shall be bound by the rules, regulations and bye- laws/memorandum and articles of association / apex body and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee(s), if any changes or modifications are made in the draft bye-law of the association / apex body by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Allottee(s) hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

22.6. The Developer may become a member of the association / apex body to the extent of all unsold and/or unallotted apartment(s) / Flat/Unit(s) / premise(s) / unit(s), areas and spaces in the Building(s) / Tower(s).

22.7. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) in the building/s / Tower/s in the same proportion as the total area of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) bears to the total area of all the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) in the said building/s.

23. Facility Management Company

23.1. By executing this Agreement, the Allottee(s) agree/s and consent/s to the appointment of **Godrej Living Private Limited**, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 or any other agency, firm, corporate body, organization or any other person nominated by the Developer ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the Phase Land/Larger Land/Larger Layout Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, amenities, common facilities. The Allottee(s) hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Phase, Building(s) (including the Purchaser's proportionate share of the outgoings as provided under Clause ____ above). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Phase, at its sole discretion, and without any concurrence from Allottee(s) / association / apex body / apex bodies/common organization. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ society/ apex body / apex bodies/ common organisation, as the case may be. The Allottee(s) hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company ("FM Agreement"). It is hereby clarified and the Allottee(s) agrees and authorizes the Developer to appoint the Facility Management Company for the Phase/Larger Land/Larger Layout Land and post formation of the society/ association / Apex Body/Common Organisation, as the case may be, the Developer will novate the **FM Agreement** in favor of the society / association / Apex Body/Common Organisation, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the purchasers in the Phase are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/or association / apex body / common organisation, for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Phase, Building(s) and/or common areas, amenities and facilities thereto.

23.2. The Allottee(s) agree(s) to promptly, without any delay or demur, pay the necessary fees as may be determined by the Developer/Facility Management Company.

23.3. The Allottee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Phase, its building(s) / tower(s)/wing(s), common areas, common amenities and common facilities and use of the apartment(s) / Flat/Unit(s) /parking areas by the Allottee(s) for ensuring safety and safeguarding the interest of the purchasers of apartment(s)/flat(s)/premises/units in the Phase and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and/or other purchasers of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) of the Phase/future phase.

24. Fit out Manual

24.1. The Allottee(s) agree(s) and undertake(s) that on receipt of possession, the Allottee(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body ("Fit-Out Manual") and without causing any disturbance, to the other purchasers of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat/Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration

or causes any unauthorized repairs in or to the Unit or the Building, the Developer shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Flat/Unit and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee(s) does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat/Unit or the Building (on behalf of the Allottee(s)) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Flat/Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) or the Building(s) / Tower(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat/Unit or the Building(s) / Tower(s).

24.2.Upon the possession of the Flat/Unit being delivered to the Allottee(s), the Allottee(s) shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Flat/Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Flat/Unit provided the Flat/Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee(s) or his agents and the Allottee(s) shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee(s) or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Flat/Unit as aforesaid. If the Flat/Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Allottee(s) consent(s) to the Developer to break open the lock on the main door/entrance of the Flat/Unit and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee(s) on account of such entry into the Flat/Unit.

25. Representations and Warranties of the Developer

The Developer hereby represents and warrants to the Allottee(s) to the best of its knowledge as on date as follows:

- (i) Save and except the mortgage created in favor of Axis Bank, the Developer has clear and marketable title with respect to the Phase Land; has the requisite rights to carry out development upon the Phase Land/Larger Land and also has actual, physical and legal possession of the Phase Land/Larger Land for the implementation of the Phase;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase/Larger Land and shall obtain requisite approvals from time to time to complete the development of the Phase/Larger Land;
- (iii) There are no encumbrances upon the Flat/Unit or Phase Land/Larger Land or the Phase except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the Phase Land/Larger Land;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Phase, Larger Land, Phase Land and said building/Tower 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 Phase, Larger Land, Phase Land and said Building/Tower shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all Relevant Laws in relation to the Phase, Larger Land, Phase Land, Building/Tower and common areas;
- (vi) The Developer has the right to enter into this Agreement for Sale and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Phase Land, including the Phase and the said Flat/Unit which will, in any manner, adversely affects the rights of Allottee(s) under this Agreement for Sale;

- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/Unit to the Allottee(s) in the manner contemplated in this Agreement for Sale;
- (ix) At the time of execution of conveyance deed of the structure to the association of Allottee(s) the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee(s) in the form and manner the Developer may deem fit;
- (x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase to the competent authorities till handing over possession of the Flat/Unit to the Allottee(s);
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Layout Land) has been received or served upon the Developer in respect of the Phase Land and/or the Phase except those disclosed in the title report.

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

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

26.2. Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Flat/Unit to be executed in respect of the sale/transfer of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) in the buildings to be constructed on the Phase Land/Larger Land. The Allottee(s) hereby expressly consents to the same.

27. Brand Name & Phase Name

27.1. It is agreed by the Allottee(s) that the name of the Project “**Green Terraces, Godrej City, Panvel**” or of the individual towers may be changed at the sole discretion of the Developer in accordance to the relevant laws.

27.2. It is further agreed by the Allottee(s) that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Allottee(s) that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Phase including Phase Land, and the Building. However, it shall be the sole discretion of GPL to associate its name/ Brand name with the association / apex body (which would be formed gradually), on such terms and conditions as may deem fit by GPL. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Allottee(s) further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any

purpose whatsoever except as otherwise permitted by GPL. The Allottee(s) and the association / apex body of the Flat/Unit purchasers shall not be entitled to change the name of the Phase / Building/s without written consent of GPL.

28. Representations by Third Parties

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

29. Transfer

Only after handover of possession of the Flat and prior to formation of provisional managing committee of the society/apex body/common organization formed in respect of the Current Phase, the Allottee(s) may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Allottee(s) shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee(s) submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee(s) under this Agreement and payment of applicable transfer / administrative fee of Rs. _____/- (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Flat to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

30. Obligations, Covenants, Representations of Allottee(s)

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

- (i) To maintain the Flat/Unit at the Allottee(s)'s own cost in good and tenable repair and condition from the date of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building / tower in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- (iii) The Allottee(s) hereby agrees and confirms that in the event of non-availability of water or insufficient water supply from the concerned water department/local authority/gram panchayat (as the case maybe) for any reason, if water supply/connection is required to be obtained from outside sources or through private vendor(s), such as water tankers or otherwise, the Allottee(s) shall not raise any objection in this regard and further agrees and undertakes to bear all costs and expenses towards such procurement, treatment and distribution of water supply on pro-rata basis. The Allottee(s) further agrees and undertakes to bear and pay all such charges towards his/her proportionate share from the date of possession in the manner as may be demanded by the Developer/society/association/apex body from time to time.
- (iv) To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Developer to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, nor any alteration in

the elevation and outside colour scheme of the building in which the Flat/Unit is situated nor shall demand partition of the Purchaser's interest in the Flat/Unit and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pards or other structural members in the Flat/Unit without the prior written permission of the Developer and/or the society or the limited company or federation or Apex Body.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Phase Land and the building in which the Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the Phase Land and the building in which the Flat/Unit is situated.
- (vii) **That the dry and wet garbage shall be separated and the wet garbage generated in the Building/Tower shall be treated separately on the Phase Land by the occupants of the Building/Tower.**
- (viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, drainage, telephone, gas, electricity or any other service/utility connection to the building in which the Flat/Unit is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit by the Allottee(s) for any purposes other than for the purpose for which it is sold.
- (x) **Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of the apartment(s) / Flat/Unit(s) / premise(s) / unit(s) in the Building(s) / Tower(s) or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;**
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat/Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee(s);
- (xii) **Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/Unit/s in the Building, without the prior written permission of the Developer/association / apex body //concerned authorities;**
- (xiii) **After possession of the Flat/Unit is handed over the Allottee(s), the Allottee(s) may insure the Flat/Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.**
- (xiv) **The Allottee(s) and/or the Developer shall present this Agreement for Sale as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.**
- (xv) Unless otherwise permitted under these presents, the Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement for Sale or part with the possession of the Flat/Unit until all the dues payable by the Allottee(s) to the Developer under this Agreement for Sale are fully paid up.
- (xvi) The Allottee(s) shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Units therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement for Sale.
- (xvii) Till a conveyance of the structure of the building/tower in which Flat/Unit is situated is

executed in favour of society/limited society, the Allottee(s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(xviii) Till the conveyance of the Phase Land/Larger Land/Larger Layout Land on which the building in which Flat/Unit is situated is executed in favour of the Apex Body, the Allottee(s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Phase Land/Larger Land or any part thereof to view and examine the state and condition thereof.

(xix) Usage of Flat/Unit Areas and Parking Space(s) by Allottee(s)
The Allottee(s) agree(s) to use the Flat/Unit or any part thereof or permit the same to be used only for the purpose of residential use as permitted under the Relevant Laws. The Allottee(s) further agree(s) to use the Parking space(s) only for the purpose of keeping or parking vehicle.

(xx) The Allottee(s) shall observe, perform and abide by or otherwise comply with all the terms and conditions of order/letter bearing No. Land/2820/P.No.16/J-4A dated 7th September, 2021 and Agreement dated 15th February, 2022 bearing No. PVL2-2291-2022.

(xxi) The Allottee(s) shall observe, perform and abide by or otherwise comply with all rules, regulations and bye-laws being in force as well as those framed by the Developer and/or the co-operative society / condominium / limited company/ apex organization being applicable to all occupants in the Phase.

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

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

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

(xxv) The Allottee(s) agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat/Unit and/or Parking Space(s) by concerned authorities due to non-payment by the Allottee(s) or any other apartment/Flat/Unit purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

(xxvi) To comply with all the terms and conditions as mentioned in this Agreement for Sale including but not limited to payment of all such amounts within the timelines stipulated under clause ___ of this Agreement for Sale or as and when demanded by the Developer.

31. Rights of the Developer

31.1. Hoarding rights

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

31.2. Retention

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

31.3. Unsold apartment(s) / Flat/Unit(s)

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

31.4. Basement/Podiums

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

31.5. Assignment

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

31.6. Additional Construction

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

31.7. Mortgage & Security

The Purchaser/s understand/s and acknowledge/s that the Flat has been mortgaged by Developer to Axis Bank Limited for securing the Credit Facilities availed by Developer and the Purchaser/s take/s notice that he/she/they is/are required to obtain a No Objection Certificate from Axis Bank Limited for creation of any encumbrances on the Flat. The Purchaser/s agree/s and undertake/s that he/she/they shall not create any encumbrances over the Flat till such time an NOC in writing is received from Axis Bank Limited. Further, Purchaser/s agree/s that, he/she/they shall execute necessary documents for creation of mortgage as may be required by the Developer.

The Developer, if it so desires shall be entitled to create additional security on the Common Layout Land together with the building/s being constructed thereon (including the Tower) by availing additional loans/financial assistance/credit facilities from banks/financial institutions/NBFC or from other sources, against securities thereof, subject to existing Credit Facilities availed from Axis Bank Limited. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Larger Land (or any part thereof) and building/s constructed thereon in favour of the Association / Apex Body / Apex Bodies in accordance with Clause ____ above. The Allottee(s) hereby gives express consent to the Developer to raise such financial facilities against security of the Larger Land together with the building(s) being constructed thereon (including the Tower) and mortgage the same with banks/financial institutions as aforesaid subject to existing Credit Facilities availed from Axis Bank Limited, and save and except the Flat agreed to be transferred hereunder.

32. Appointment of vendors for internet and cable facility

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

33. Right of Allottee(s) to the Flat/Unit and Common Areas

Nothing contained in this Agreement for Sale is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Unit or of the said Phase Land and Building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the society/limited company or other body and until the Phase Land is transferred to the Apex Body /federation as hereinbefore mentioned.

34. Binding effect

Executing this Agreement for Sale with the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer until the Allottee(s) appears for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer.

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in

~~connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.~~

35. Entire agreement

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Unit, as the case may be.

The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement for Sale or to have induced the Allottee(s) in any manner to enter into this Agreement for Sale. This Agreement for Sale supersedes all previous arrangement, agreement, exchange of documents including marketing materials, brochures, etc.

36. Provisions of this Agreement for Sale applicable to the Allottee(s) / subsequent Allottee(s)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Phase, Larger Land shall equally be applicable to and enforceable against any subsequent allottee(s) of the Flat/Unit, in case of a transfer, as the said obligations go along with the Flat/Unit for all intents and purposes.

37. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the 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 conform to Act 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.

38. Right to Amend

This Agreement may only be amended through written consent of the Parties.

39. Waiver

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

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

Wherever in this Agreement for Sale it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in Phase/Larger Land/Larger Layout Land, the same shall be in proportion to the Carpet Area of the Flat/Unit to the carpet area of all the Flat/Units in the Phase/Larger Land/Larger Layout Land.

41. Further assurances

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 for Sale 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.

42. Place of execution

The execution of this Agreement for Sale shall be complete only upon its execution by the Allottee(s) and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement for Sale shall be registered at the office of the Sub-Registrar and this Agreement for Sale shall be deemed to have been executed at Pune.

43. Present for registration

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

44. Notices

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

To the Purchaser:

Name: _____

Address: _____

Notified E-mail ID: _____

To the Developer:

Name : Caroa Properties LLP

Address : Godrej One, 5th floor, Pirojshanagar,
Eastern Express Highway, Vikhroli (East),
Mumbai 400 079

Email : godrejcitypanvel@godrejproperties.com

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

In case of change of address of the Allottee(s), the same shall be informed to the Developer well in advance by the Allottee(s).

44.3. In the case of joint Allottee(s) for the Flat, unless a duly executed instruction by all such joint Allottee(s) is provided to the Developer at the time of termination, all payments/refund to be made by the Developer to the Allottee(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottee(s).

44.4 The Allottee(s) is aware that the Company shall be using email as an important mode/purpose of communication, (and same shall be used for sending the demand letters for the payments) in connection with/in relation to the Plot/Project. The Allottee(s) hereby accords his unconditional consent/ no objection to such communication (written, email, voice, SMS or otherwise) by the Developer and/or its representatives with the Applicant and undertakes to access such email address regularly. The Allottee(s) confirms that the communication sent by the Developer through email shall constitute a valid mode of communication and the Allottee(s) waives his right to raise any objection whatsoever in that regard. The Allottee(s) further confirms and acknowledges that the communication sent by the Developer through email/electronically generated would not require and shall not bear any signature thereon.

45. Satisfied with the Developer's title

The Allottee(s) hereby declare/s that he/she/they/it has gone through this Agreement for Sale and all the documents relating to the Phase Land /Larger Layout Land/Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into

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

46. Joint Allottee(s)

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

47. Stamp duty and Registration charges

That as stated hereinabove the said Larger Land for which Location Clearance as aforementioned has been granted and the same is being developed under "**Integrated Township Project**" sanctioned as per prevailing policy guideline published in Government Gazette Revenue and Forest Department bearing No. Mudrank. 2006/U.O.R.53/C.R. 536/M-1, dated 15/01/2008 which are amended by Government order Revenue and Forest Department bearing No. Mudrank-2012/R.R. 36/C.R. 22/M-1 dated 06/01/2015 and Mudrank-2020/U.O.R. NO. 20/CR-148/M-1(Policy), dated 20/06/2023 the Notification published in Government Gazette bearing No. TPS-1816/CR-368/15/20(4)/UD-13, dated 26/12/2016, Location Clearance bearing No. TPS.1710/1042/C.R.29/12/UD-12 dated-06.09.2014, Addendum TPS.1710/1042/C.R.29/12/UD-12 dated-25.02.2015, RPMMRDA/Mouje-Khanavale, Tal. Panvel & Talegaon Taluka Kahalapur / ITP /CR- 108/21/TPV-3/295 Dated -14.01.2022 and Stamp Duty Reduction or Remission Certificate bearing No. MSRDC/SPA/ITP-3/RZ-1, RZ-4, RZ-5, EWS-1, EWS-2/2024/ 317 dated 23rd February, 2024 issued by Maharashtra Road Development Corporation Limited, the copies of the said MSRDC Certificate annexed herewith marked with "**Annexure "K"**", the stamp duty rate applicable for the project is 50% of the prevailing rates. Accordingly, on the basis of the above Guidelines and Government Notifications, said Maharashtra Road Development Corporation Limited has allowed 50% concession in Stamp Duty. Therefore 50% Stamp Duty is paid on this Agreement by claiming 50% concession in Stamp Duty as applicable for first Agreement in the "**Integrated Township Project**" and as per Certificate bearing No. MSRDC/SPA/ITP-3/RZ-1, RZ-4, RZ-5, EWS-1, EWS-2/2024/ 317 dated 23rd February, 2024 issued by Maharashtra Road Development Corporation Limited, the Authority certified that, "Stamp Duty Reduction or Remission Certificate" is issued only for the purpose of availing stamp duty benefit. This certificate is issued for ITP Plot Nos. Residential Zone 1 (RZ-1), Residential Zone 4 (RZ-4), Residential Zone 5 (RZ-5), EWS-1 & EWS-2 only. The charges towards stamp duty and Registration (including deficit amounts and/or penalty, if any) of this Agreement shall be borne and paid by the Allottee(s) only.

48. Dispute Resolution

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

49. Governing Law

That the rights and obligations of the Parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement for Sale. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included

in this Agreement for Sale and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

FIRST SCHEDULE

(Description of the Larger Land)

Contiguous freehold land admeasuring approximately 54 H 10 R 88P equivalent to approximately 134 acres, bearing below mentioned Survey Numbers situated at Village Talegaon, Taluka Khalapur and Village Khanavale, Taluka Panvel.

Part A

All that piece and parcel of land lying being and situate at Village Talegoan, Taluka Khalapur and comprised in the following Gat Nos. and admeasuring in aggregate 15H-36R-92P.

| S. No. | Survey No. | Area(H-R-P) |
|---------------|-------------------|--------------------|
| 1. | 4/1 | 0-75-00 |
| 2. | 4/2 | 0-50-00 |
| 3. | 4/3 | 1-74-00 |
| 4. | 4/4 | 0-23-00 |
| 5. | 4/5 | 0-71-00 |
| 6. | 4/6 | 0-46-00 |
| 7. | 5/2A | 2-04-00 |
| 8. | 5/2B | 2-00-00 |
| 9. | 6/1 | 0-12-00 |
| 10. | 6/5 | 0-58-00 |
| 11. | 6/6 | 0-28-00 |
| 12. | 7/1 | 1-07-00 |
| 13. | 7/2 | 0-41-00 |
| 14. | 7/3A | 0-33-00 |
| 15. | 7/4 | 0-25-00 |
| 16. | 7/B1 | 0-06-66 |
| 17. | 7/B2 | 0-04-16 |
| 18. | 7/B3 | 0-04-75 |
| 19. | 7/B4 | 0-04-69 |
| 20. | 7/B5 | 0-03-16 |
| 21. | 7/B6 | 0-03-33 |
| 22. | 7/B7 | 0-03-36 |
| 23. | 7/C1 | 0-04-83 |
| 24. | 7/C2 | 0-03-41 |
| 25. | 7/C3 | 0-04-59 |
| 26. | 7/C4 | 0-04-34 |
| 27. | 7/C5 | 0-04-88 |
| 28. | 7/C6 | 0-03-68 |
| 29. | 7/C7 | 0-06-40 |
| 30. | 7/C8 | 0-04-15 |
| 31. | 7/C9 | 0-05-78 |
| 32. | 7/C10 | 0-05-88 |
| 33. | 8/1A1 | 0-04-12 |

| S. No. | Survey No. | Area(H-R-P) |
|---------------|-------------------|--------------------|
| 34. | 8/1A2 | 0-03-85 |
| 35. | 8/1A3 | 0-03-64 |
| 36. | 8/1A4 | 0-03-64 |
| 37. | 8/1A5 | 0-03-68 |
| 38. | 8/1A6 | 0-03-67 |
| 39. | 8/3A1 | 0-05-75 |
| 40. | 8/3A2 | 0-06-98 |
| 41. | 8/3A3 | 0-08-75 |
| 42. | 8/3A4 | 0-06-43 |
| 43. | 8/3A5 | 0-08-70 |
| 44. | 8/3A6 | 0-06-73 |
| 45. | 8/3A7 | 0-05-75 |
| 46. | 8/3A8 | 0-07-48 |
| 47. | 8/3A9 | 0-05-53 |
| 48. | 8/3A10 | 0-05-59 |
| 49. | 8/B1 | 0-03-51 |
| 50. | 8/B2 | 0-03-11 |
| 51. | 8/B3 | 0-04-00 |
| 52. | 8/B4 | 0-03-72 |
| 53. | 8/B5 | 0-03-85 |
| 54. | 8/B6 | 0-03-71 |
| 55. | 8/C1 | 0-04-92 |
| 56. | 8/C2 | 0-05-08 |
| 57. | 8/D1 | 0-02-82 |
| 58. | 8/D2 | 0-02-93 |
| 59. | 8/D3 | 0-03-25 |
| 60. | 8/D4 | 0-03-94 |
| 61. | 8/D5 | 0-04-86 |
| 62. | 8/D6 | 0-05-74 |
| 63. | 8/D7 | 0-04-95 |
| 64. | 8/D8 | 0-05-60 |
| 65. | 9/B1 | 0-04-00 |
| 66. | 9/B2 | 0-03-94 |

| S. No. | Survey No. | Area(H-R-P) |
|--------|------------|-------------|
| 67. | 9/B3 | 0-03-14 |
| 68. | 9/B4 | 0-03-63 |
| 69. | 9/B5 | 0-04-64 |
| 70. | 9/B6 | 0-04-00 |
| 71. | 9/B7 | 0-04-78 |
| 72. | 9/B8 | 0-04-76 |
| 73. | 9/C1 | 0-04-25 |
| 74. | 9/C2 | 0-04-57 |
| 75. | 9/C3 | 0-05-00 |
| 76. | 9/C4 | 0-06-50 |
| 77. | 9/C5 | 0-04-34 |
| 78. | 9/C6 | 0-04-11 |
| 79. | 9/C7 | 0-04-35 |
| 80. | 9/C8 | 0-04-35 |
| 81. | 9/C9 | 0-04-32 |
| 82. | 9/D1 | 0-04-42 |
| 83. | 9/D2 | 0-04-50 |
| 84. | 9/D3 | 0-03-64 |
| 85. | 9/D4 | 0-03-51 |
| 86. | 9/D5 | 0-03-57 |
| 87. | 9/D6 | 0-04-11 |
| 88. | 9/D7 | 0-04-35 |
| 89. | 9/D8 | 0-04-05 |
| 90. | 9/2 | 0-30-00 |
| 91. | 7/3B | 0-18-76 |

Part-B

All that piece and parcel of land lying being and situate at Village Khanavale, Taluka Panvel and comprised in the following Gat Nos. and admeasuring in aggregate 28H-15R-94P:

| S. No. | Survey Number | Area(H-R-P) | S. No. | Survey Number | Area(H-R-P) |
|--------|---------------|-------------|--------|---------------|-------------|
| 1 | 30/1 | 1-25-50 | 19 | 47/2 | 0-60-20 |
| 2 | 32/2 | 0-85-30 | 20 | 50/12 | 0-22-50 |
| 3 | 36/1 | 0-90-80 | 21 | 50/13 | 0-43-70 |
| 4 | 36/2 | 0-64-50 | 22 | 68 | 1-62-00 |
| 5 | 37/1 | 0-80-00 | 23 | 69 | 1-50-00 |
| 6 | 37/2 | 0-39-00 | 24 | 70/1 | 0-34-00 |
| 7 | 38 | 1-76-30 | 25 | 70/2 | 0-35-00 |
| 8 | 39 | 0-67-00 | 26 | 71 | 0-48-00 |
| 9 | 40 | 0-61-50 | 27 | 72 | 1-50-50 |
| 10 | 41/1 | 2-26-40 | 28 | 73 | 1-09-00 |
| 11 | 41/2 | 1-20-40 | 29 | 74 | 1-38-81 |
| 12 | 42/1 | 0-27-60 | 30 | 75 | 0-52-43 |
| 13 | 42/3 | 0-01-00 | 31 | 76/1 | 0-52-00 |
| 14 | 42/4 | 1-10-50 | 32 | 76/2 | 0-43-00 |
| 15 | 43 | 0-22-00 | 33 | 78 | 0-95-00 |
| 16 | 44/3 | 0-16-20 | 34 | 81/2/A | 0-82-20 |
| 17 | 44/4 | 0-52-60 | 35 | 81/2/B | 1-11-10 |
| 18 | 47/1 | 0-59-90 | | | |

Part-C

All that piece and parcel of land lying being and situate at Village Talegaon, Taluka Khalapur and comprised in the following Gat Nos. and admeasuring in aggregate 01H-68R-71P:

| S. No. | Survey Number | Area(H-R-P) | S. No. | Survey Number | Area(H-R-P) |
|--------|---------------|-------------|--------|---------------|-------------|
| 1 | 6/2 | 0-05-00 | 10 | 8/D/9 | 0-07-20 |
| 2 | 7/3/B/8 | 0-08-52 | 11 | 8/D/10 | 0-06-33 |
| 3 | 7/3/B/9 | 0-08-64 | 12 | 9/1 | 0-21-00 |
| 4 | 7/C/11 | 0-13-83 | 13 | 9/B/9 | 0-09-51 |
| 5 | 7/C/12 | 0-07-42 | 14 | 9/B/10 | 0-04-50 |
| 6 | 8/1/A/7 | 0-09-40 | 15 | 9/C/10 | 0-20-00 |
| 7 | 8/3/A/11 | 0-08-81 | 16 | 9/C/11 | 0-06-10 |
| 8 | 8/3/A/12 | 0-09-50 | 17 | 9/D/9 | 0-08-00 |
| 9 | 8/B/7 | 0-10-10 | 18 | 9/D/10 | 0-04-85 |

Part-D

All that piece and parcel of land lying being and situate at Village Khanavale, Taluka Panvel and comprised in the following Gat Nos. and admeasuring in aggregate 09H-07R-21P:

| S. No. | Survey Number | Area(H-R-P) | S. No. | Survey Number | Area(H-R-P) |
|--------|---------------|-------------|--------|---------------|-------------|
| 1 | 27/1 | 0-26-00 | 13 | 45 | 0-07-00 |
| 2 | 29/2 | 0-71-00 | 14 | 46 | 0-15-40 |
| 3 | 29/3 | 0-37-40 | 15 | 50/4 | 0-06-60 |
| 4 | 29/5 | 0-11-10 | 16 | 50/5 | 0-15-40 |
| 5 | 30/2 | 0-02-00 | 17 | 50/6B (pt) | 0-65-40 |
| 6 | 31 | 0-12-00 | 18 | 64 | 0-26-00 |
| 7 | 33/1 (pt) | 1-53-89 | 19 | 74 | 0-76-89 |
| 8 | 33/2 | 0-21-20 | 20 | 75 | 1-89-07 |
| 9 | 34/1/A (pt) | 1-03-96 | 21 | 81/3 | 0-12-40 |
| 10 | 42/2 | 0-38-50 | 22 | 82/2/A (pt) | 0-16-00 |
| 11 | 44/1 | 0-20-20 | 23 | 82/4 | 0-08-90 |
| 12 | 44/2 | 0-10-60 | 24 | 82/5 | 0-06-30 |

SECOND SCHEDULE
(Description of Common Layout Land)

All that piece and parcel of land admeasuring **28995.78** square meters or thereabouts, bearing Survey no. 33/1 (pt), 41/1 (pt), 42/2 (pt), 42/3, 42/4 (pt), 43 (pt), 44/2 (pt), 44/3 (pt), 44/4 (pt), 45 (pt), 46 (pt), 47/1 (pt), 47/2 (pt) of Village Khanavale, Taluka Panvel, District Raigad, Maharashtra 410221

Bounded as follows: -

Towards East : 47/1, 47/2, 50/6,
 Towards West : 33/1, 42/4, 34/1
 Towards North: : 43/0, 41/1, 44/3
 Towards South : 33/1, 33/2, 32/2

THIRD SCHEDULE
(Description of Current Phase)

All that piece and parcel of land admeasuring **2628.32** square meters or thereabouts, bearing Survey no. 41/1 (pt), 42/2 (pt), 42/3, 42/4 (pt), 43 (pt), 44/4 (pt) of Village Khanavale, Taluka Panvel, District Raigad, Maharashtra 410221

Bounded as follows:

Towards East : 43, 44/4, 45
 Towards West : 41/1, 42/2, 42/4
 Towards North : 43, 44/1
 Towards South : 33/1, 32/2

FOURTH SCHEDULE
(Description of Flat)

Flat No. ____ on ____ floor in **Tower [•] (•)**, in the project **Green Terraces, Godrej City, Panvel**" admeasuring ____ square meters of Carpet Area and Exclusive Areas of the Flat admeasuring ____ square meters aggregating to ____ square meters ("Total Area") along with ____ covered parking space(s) in the Tower(s)/Wing(s) ("Parking Space(s)").

FIFTH SCHEDULE
(Description of the common areas provided)

| Sr No. | Type of Common Areas provided | Proposed Date of Occupancy Certificate | Proposed date of handover for use | Size/area of the common areas provided |
|--------|--|--|-----------------------------------|---|
| 1 | Stilt level of tower 01, 02 & 03 | 31.12.32 | 31.12.32 | Approx 1479.15 sqm |
| 2 | All typical and aypical floor staircases, lifts & lobby within towers/wings - tower 01, 02 & 03 | | | Approx 19935.47 sqm |
| 3 | Mlcp podium top | | | Approx. 6819 sq.m |
| 4 | Internal Driveways | | | 7.5 m / 7 m wide |
| 5 | RG on Mother Earth | | | Approx. 2922.09 sq.m (RG-1, RG-2, RG-3, Additional RG-1,2,3 & 4, Additional Paved RG-1 & 2) |
| 6 | All parking levels | | | B + G + 5 levels of Parking MLCP - Approx 51282 sq.m (Free of FSI) |
| 7 | Terrace of tower 01, 02 & 03 | | | Approx 2102.035 sqm |
| 8 | All services like Receiving station, OHT/LMR, Meter Room, Society Office, ELV Room, BMS Room, STP, Substation, OWC, DG set, etc. | | | Approx. 702.68 sq.m |

B.Facilities/Amenities provided/to be provided within the building including in the common area of the building:

| Sr No. | Type of facilities/amenities provided | Phase Name/ number | Proposed Date of Occupancy Certificate | Proposed date of handing over to the society/ common organization | Size/area of the facilities/amenities | FSI Utilized or free of FSI |
|---------------|--|---------------------------------------|---|--|--|------------------------------------|
| 1 | IN CLUBHOUSE | On Mlcp Top | 31.12.32 | 31.12.32 | Approx. 1666.724 sq.m | |
| | Welcome Lounge | | | | | |
| | Indoor Badminton Court | | | | | |
| | Squash court | | | | | |
| | Lawnside Multipurpose Hall | | | | | |
| | Fitness Center | | | | | |
| | Steam Room | | | | | |
| | Imagination Station | | | | | |
| | Fun & Fit Studio for Kids' | | | | | |
| | Musical Chamber | | | | | |
| | Kids AV room | | | | | |
| | Indoor Games Room | | | | | |
| | Gaming Arcade | | | | | |
| 2 | ON MLCP TOP | RG 4, Club terrace, Open space | 31.12.32 | 31.12.32 | Approx. 3448 sq.m | |
| | Multipurpose Lawn | | | | | |
| | Outdoor Pavilion | | | | | |
| | Hammock bay | | | | | |
| | Zen Den | | | | | |
| | Culinary Herb Garden | | | | | |
| | Bounce Zone | | | | | |
| | Swing & Soar | | | | | |
| | Half basketball court | | | | | |
| | Futsal court | | | | | |
| | Outdoor fitness area | | | | | |
| | Kids' Adventure Playground | | | | | |

| | | | | | | |
|--|--------------------------|--|--|--|--|--|
| | Toddlers' Play Area | | | | | |
| | Sand Pit | | | | | |
| | Half olympic length pool | | | | | |
| | Kids' Splash Pool | | | | | |

C.Facilities/Amenities provided/to be provided within the Layout and/ or common area of the Layout:

| Sr No. | Type of facilities/amenities provided | Phase Name/number | Proposed Date of Occupancy and Certificate | Proposed date of handing over to the society/ common organization | Size/area of the facilities/amenities | FSI Utilized or free of FSI |
|--------|---------------------------------------|-------------------|---|---|---------------------------------------|-----------------------------|
| 1 | Internal Driveways | On Ground | 31.12.32 | 31.12.32 | 7.5m / 7 m wide | Free of FSI |

D.The size and location of the facilities/amenities in the form of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the layout

| Sr No. | Type of open spaces (RG/PG) to be provided | Phase Name/number | Size of Open Spaces to be provided (sqm) | Proposed date of availability for use | Proposed date of handing over to the common organization |
|--------|--|-------------------|---|---------------------------------------|--|
| | ON GROUND | | | | |
| 1 | Leisure Trail | RG 1, RG 2, RG 3 | 380 sq.m provided for amenities within the RG on mother earth | 31.12.32 | 31.12.32 |
| 2 | Zip & Zoom | | | | |
| 3 | Skate-A-Way | | | | |
| 4 | Multipurpose court | | | | |
| 5 | Furry Friends Park | | | | |

E.Details and specifications of the lifts:

| Sr No. | Type of Lift (passenger/ service/ stretcher/ goods/ fire evacuation/ any other | Total No. of Lifts provided | Number of Passengers or carrying capacity in weight (kg) | Speed (mtr/sec) |
|--------|--|-----------------------------|--|-----------------|
| i) | Passenger lifts | 3 | 20 pax | 3 mps |
| ii) | Stretcher lift | 1 | 20 pax | 3 mps |
| iii) | Fire lifts | 1 | 16 pax | 2.5 mps |

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

SIGNED AND DELIVERED by the)
withinnamed Developer, **Caroa Properties**)
LLP through its authorized signatory **Mr.**)
_____)

in the presence of _____)
_____)

SIGNED AND DELIVERED by the)
withinnamed “Owners”)

1. **MR. RIAZ BATLIVALA**)
2. **MR. ZAHAN BATLIVALA**)
now known as **ZAHAN**)
- DHANRAJGIR**)
3. **SWAROOP AGENCIES PRIVATE**)
- LIMITED**)
4. **MR. AVTEJINDER MANN**)
5. **MR. AMARJIT SINGH**)
6. **MR. URAAZ BAHL**)
7. **MR. RAVI KHUBCHANDANI**)

through their duly constituted attorney **Caroa Properties LLP** through its Authorized Signatory)

Mr. _____)

in the presence of _____)
_____)

SIGNED AND DELIVERED by the)
withinnamed **Allottee(s)**)

Mr./Mrs. _____

Mr./Mrs. _____

RECEIPT

Received from within named Allottee(s), a sum of Rs. _____/- (_____) being part payment of the Consideration payable in terms of this Agreement plus taxes vide Cheque/RTGS/Telegraphic Transfer directly into the bank account of the Developer being Account No. _____ with _____.

We say received.

For **Caroa Properties LLP**

Authorized Signatory

