

**Deviation of Model Form highlighted in GREY COLOUR**  
**Modifications/ Additional clauses highlighted in YELLOW 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 change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.**

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") made at.....this.....day of..... in the year Two Thousand and Twenty Two

**Between**

**GODREJ PROJECTS DEVELOPMENT LIMITED, (PAN: AAECG0366L) CIN: U70102MH2010PLC210227),** a Company incorporated under the Companies Act, 1956/2013 having its registered office at Godrej One, 5<sup>th</sup> floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns /, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_, of the **FIRST PART**;

**And**

**ESKAYS LAND DEVELOPERS PRIVATE LIMITED (PAN: AAFCA8537J) (CIN: U70102MH2010PLC210227),** a company incorporated under the Companies Act, 1956/2013, having its registered office at Mittal Tower, B Wing, 16<sup>th</sup> Floor, 210 Nariman Point, Mumbai- 400021, hereinafter referred to as "**Eskays**" (which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns), through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_, of the **SECOND PART**;

**And**

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

OR

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

OR

\_\_\_\_\_ (PAN NO. \_\_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_ and its administrative/branch/regional office at \_\_\_\_\_, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_,

herein after referred to as the “**Purchaser/s**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor / in 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 **THIRD PART**.

The Developer, Eskays and the Purchaser/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

- A. The Municipal Corporation of Greater Mumbai (“**MCGM**”) is the rightful owner of and is well and sufficiently entitled to all those pieces and parcels of land bearing Plot Nos. 596, 597 and 598 of the Dadar Matunga (South) Estate of MCGM corresponding to Cadestral Survey Nos. 691/10, 698/10 and 699/10 of Matunga Division, admeasuring in aggregate 5634.68 square meters or thereabouts situated as Dr. Babasaheb Ambedkar Road, Matunga (E), Mumbai-400019 in the District and Sub-District of Mumbai City and Mumbai Suburban (“**Land**”) together with the 6 (six) buildings standing thereon each comprising of ground plus three upper floors consisting of 136 (one hundred and thirty-six) tenements and 14 (fourteen) garages which were occupied by 150 (one hundred and fifty) tenants / occupants (“**Tenants/Occupants**”) known as “Agarwal Nagar” (“**Buildings**”). The Land and Buildings are hereinafter collectively referred to as the “**Property**”), more particularly described in the **Schedule I** hereunder written and demarked and delineated on the plan annexed herewith as **Annexure I**.
- B. By virtue of a Lease Deed dated May 03, 2010, duly registered with the office of the Sub-Registrar of Assurance under serial no. BBE-2/7584 of 2010 (“**Lease Deed**”), executed between Akhil Bharat Varshiya Marwadi Agarwal Jatiya Kosh (“**Trust**”) and MCGM, MCGM granted the leasehold rights with respect to the Property to the Trust in perpetuity, commencing from 12 March 1936.
- C. By and under the Deed of Assignment of Lease dated February 24, 2022, duly registered with the Sub-Registrar of Assurances at Mumbai City-1 under serial no. BBE-I1188412022 of 2022 (“**Assignment Deed**”) executed between the Trust and Eskays, the Trust has assigned all its leasehold rights under the Lease Deed to Eskays for the residue of the term in perpetuity and on the other terms more particularly recorded therein. Accordingly, Eskays became the leaseholder and is thus seized and possessed of and otherwise well and sufficiently entitled to the Property.
- D. Thereafter, vide the Development Agreement dated May 13, 2022 duly registered with the Joint Sub- Registrar, Mumbai City-V under serial no. BBE-567692022 (“**Development Agreement**”), Eskays has irrevocably granted and transferred unfettered and exclusive development rights in respect of redevelopment of the Property in favour of the Developer, for the consideration and on the terms and conditions more particularly recorded therein. Eskays has also executed an irrevocable power of attorney dated May 13, 2022 duly registered with the Joint Sub- Registrar, Mumbai City-V under serial no. BBE567702022, in favour of the Developer, to enable the Developer to perform all its obligations and utilize all entitlements/ benefits/rights as stated under the Development Agreement.
- E. Out of the Land, an area admeasuring 101.46 square meters falls under Amenity Open Space (“**Amenity Open Space**”) as per the IOD (*defined hereinafter*), and is to be mandatorily handed over to MCGM. The Amenity Open Space has been delineated and shown in [●] colour boundary line, on the plan annexed herewith as Annexure I to this Agreement. The portion of Land less the Amenity Open Space shall be hereinafter referred as “**Layout Land**”.

- F. As per the IOD (*defined hereinafter*), the Developer is required to develop certain portion of the Layout Land admeasuring approximately 766.77 square meters, as a Recreational Ground (also identified as EOS) (“**Recreational Ground**”) which shall be utilized as per the conditions of the IOD read with Development Control & Promotion Regulation 2034. The Recreational Ground/EOS has been delineated and shown in [●] color boundary line, on the plan annexed herewith as Annexure I to this Agreement.
- G. Vide letter dated November 01, 2021 bearing no. R/NOC/F-2764/9249/MBR&R Board-2021 addressed to Eskays, the Mumbai Building Repairs and Reconstruction Board (“**MBRRB**”) has issued a no objection certificate thereby granting it’s no objection for the redevelopment of the said Property.
- H. The MCGM has vide its Intimation of Disapproval (“**IOD**”) dated December 27, 2021 bearing reference No. P-6671/2021/(691/10 And Other)/F/North/Matunga/IOD/1/New permitted demolition of the said Buildings and approved the plans for construction of the new building/s on the said Property.
- I. The Developer/ Eskays has also obtained Commencement Certificate bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ from MCGM permitting the construction/development of the Project which is annexed hereto and marked as **Annexure “\_\_\_\_\_”**.
- J. The MCGM vide letter No. P-6671/2021/(691/10 and Other)/F/North/MATUNGA/IOD/1/New dated December 27, 2021 has sanctioned the entire layout of the Land for the redevelopment of the Property. The authenticated copy of the layout plan of the Land as approved by the concerned local authority is annexed hereto and marked as **Annexure II**.
- K. The said Land is presently accessible from the Jame Jamshed Road and Dr. Babasaheb Ambedkar Road.
- L. The Developer has informed the Purchaser/s and the Purchaser/s hereby agrees, acknowledges and confirms that the Developer shall be developing a composite structure on the Layout Land (excluding the Recreational Ground), comprising of the Rehab Component, Sale Component and the Common Areas and Services, as provided below:
- (i) **Rehab Component:** shall be areas constructed to rehabilitate the Tenants/ Occupants in accordance with the terms of the Development Agreement and individual permanent alternative accommodation agreements executed with respective Tenants/Occupants, as detailed in **Annexure III- Part A** to this Agreement;
- (ii) **Sale Component:** shall mean the areas of the composite structure and building comprising of [●], as detailed in **Annexure III- Part B** to this Agreement; and
- (iii) **Common Areas and Services:** the common areas, amenities, facilities and services on the Layout Land shall be laid down/ provided in the manner as enlisted under **Annexure III- Part C** to this Agreement. The Purchaser/s agree and understand that some of Common Areas and Services may be located within/in or around the Sale Component and/or the Rehab Component and shall be shared by all the residents/ purchasers/ occupants/ members of the Rehab Component as well as the Sale Component, save and except the services/ amenities/ facilities which may be provided exclusively for the Sale Component. The Purchaser/s hereby confirms and undertakes that the Purchaser/s and/or Common Organization(s) and/or Apex Body (*as defined hereinafter*) shall not raise any objection/dispute/ hindrance at any time, for any reason whatsoever for use/entitlement of such Common Areas and Services. Further, it is also

agreed that the cost/s and charge/s towards such Common Areas and Services shall be shared between all the residents / purchasers / occupants / members of the Rehab Component and Sales Component. The Purchaser/s hereby unequivocally acknowledges, confirms and agrees to the same and accordingly gives his / her / their no-objection and consent/s towards the same at any time in future.

- M. 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.
- N. The Developer has appointed Edifice Consultants Private Limited, as their architects and entered into a standard agreement with them registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- O. The Developer has appointed Whitby Wood Pritamdasani Private Limited, as structural engineer for the preparation of the structural design and drawings of the Sale Component and the Developer accepts the professional supervision of the architect and the structural engineer till the completion of the Sale Component.
- P. The term “**Project**” as used in this Agreement shall mean and the Sale Component, Common Areas and Services and the Recreational Ground collectively. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (“**Act**”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest And Disclosures on Website) Rules, 2017 (“**Rules**”) with the Maharashtra Real Estate Regulatory Authority (at <https://maharerait.mahaonline.gov.in>) under no [●], authenticated copy of the same is attached as **Annexure IV**.
- Q. The Developer has sole and exclusive right to sell the residential flats in the said Sale Component to be constructed by the Developer in the said Project and to enter into agreement/s with the purchaser/s of such residential flats and receive the sale consideration in respect thereof.
- R. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the 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.
- S. The authenticated copy of certificate of title issued by Viz Juris in respect to the title of the Land, is annexed and marked as **Annexure V**.
- T. The Developer has got some of the approvals from the concerned Authorities to the plans, the specifications, elevations, sections and of the said Sale Component and shall obtain the balance approvals from various authorities from time to time, including but not limited to occupancy certificate of the said Sale Component.
- U. While sanctioning the layout plan/building/s plan, 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 Sale Component and upon due observance and performance of which, the completion or occupancy certificate in respect of the said Sale Component shall be granted by the concerned local authority.

- V. The Developer has accordingly proposed to commence the construction of the said Sale Component in accordance with the approved plans. The Developer is entitled and enjoined upon to construct buildings on the Project in accordance with the recitals of this Agreement.
- W. The Purchaser/s has applied to the Developer for allotment of a residential Apartment/ flat being flat/Apartment No. \_\_\_\_\_ situated on \_\_\_\_\_ Floor of Tower/ Building \_\_\_\_\_ (“**Flat/Apartment**”) being constructed in the Project along with exclusive right to use \_\_\_\_\_ covered parking space admeasuring \_\_\_\_\_ m X \_\_\_\_\_ m totaling to \_\_\_\_\_ square mtrs bearing Nos. \_\_\_\_\_ as more particularly earmarked at **Annexure VI** as annexed hereto.
- X. The Carpet Area of the said Apartment /Flat is \_\_\_\_\_ square meters and Exclusive Areas of the said Apartment/Flat is \_\_\_\_\_ square meters. Carpet Area and Exclusive area aggregates to \_\_\_\_\_ Square meters (“**Total Area**”). For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of an Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s.
- Y. The authenticated copies of the plan of the Apartment/Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by Brihanmumbai Municipal Corporation have been annexed and marked as **Annexure VI**. The specification to be provided in the Apartment/Flat is hereto annexed and marked as **Annexure VII**.
- Z. The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- AA. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of INR \_\_\_\_\_ (Indian National Rupees \_\_\_\_\_) only, vide Cheque/DD bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, which is exclusive of the applicable taxes, being part payment of the Total Consideration of the Apartment/Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or application fee (the payment and receipt whereof the Developer hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the Total Consideration in the manner hereinafter appearing.
- BB. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for Sale of said Apartment/Flat with the Purchaser/s, being in fact these presents and to register this Agreement for Sale under the Registration Act, 1908.
- CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell, and the Purchaser/s hereby agrees to purchase the Apartment/ Flat.

**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 shall construct and develop the Project in accordance with the plans, designs and specifications as approved by MCGM from time to time. Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Apartment/Flat of the Purchaser/s except any alteration or addition required by any Government Authorities or due to change in law.

3. **Description of Apartment/Flat, Parking Space(s) and Common Areas and Services, Total Consideration**

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

(a) a residential Apartment/Flat of the aforesaid Total Area bearing no. \_\_\_\_, on the \_\_\_\_ floor of the Building/Wing \_\_\_\_, which is more particularly described in the **Schedule III** hereunder written and shown in [●] on the plan thereof thereto annexed as Annexure VI;

(b) \_\_\_\_\_ covered parking space(s) for parking of vehicle/s as permitted under the Relevant Laws situated in [●] (“**Parking Space(s)**”) having size \_\_\_\_ sq. mtrs. X \_\_\_\_ sq. mtrs. Bearing no. \_\_\_\_\_ as more particularly earmarked at Annexure VI annexed hereto.

3.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that all the Common Areas and Services are available for the benefit of all the residents / purchasers / occupants / members of the Rehab Component as well as the Sale Component.

3.3 The **specifications**, 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 Apartment/Flat as are set out in **Annexure VII**, annexed hereto. **The Purchaser/s hereby confirms that the Purchaser/s is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure VII and the same shall only be relied by the Parties.**

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

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

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Apartment/Flat.	
(ii)	Towards the Exclusive Area of the Apartment/Flat.	
(iii)	Towards proportionate consideration for Common Areas and Services charges [●] calculated on the Carpet Area of the Apartment/Flat.	
	<b>Total Consideration</b>	

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

Along with the aforementioned Total Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 8 of this Agreement.

#### 4. Variation in Total Area

The Developer shall confirm the ~~Carpet~~ Total Area that has been allotted to the Purchaser/s after the construction of the Sale Component is complete and the occupancy certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the ~~Carpet~~ Total Area, subject to a variation cap of three percent. If there is any reduction in the ~~Carpet~~ Total Area within the defined limit then Developer shall refund the excess money paid by Purchaser/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 Purchaser/s. If there is any increase in the ~~Carpet~~ Total Area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.4 of this Agreement.

#### 5. Payment Schedule & Manner of Payment

- 5.1 The Purchaser/s hereby agrees and undertakes to pay to the Developer the Total Consideration of INR \_\_\_\_\_ (Indian National 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%	
(iii)	On completion of Plinth of the Flat's building/wing	15%	
(iv)	on completion of slabs including podiums and stilts of the Flat's building/wing	25%	
(v)	On completion of the walls, internal plaster, floorings, doors and windows of the Flat	5%	
(vi)	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the _____	5%	
(vii)	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Flat's building/wing	5%	
(viii)	On completion of Flat's building's/wing's lifts, water pumps, electrical 10% Page 13 of 59 fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,	10%	

	paving of areas appertain and all other requirements as may be prescribed in this Agreement		
(ix)	At the time of handing over of possession of Flat or on receipt of Occupation Certificate or Completion Certificate	Balance	
	<b>Total:</b>		

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

- 5.2 The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
- 5.3 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause 5.3, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- 5.4 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**Godrej Matunga Collection Account**”.
- 5.5 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary:  
Beneficiary’s Name: Godrej Matunga Collection Account  
Beneficiary’s Account No.: 922020012623542  
Bank Name: Axis Bank  
Branch Name: Fort  
Bank Address: Fort Mumbai  
Swift Code: 400211002  
IFSC Code: UTIB0000004
- 5.6 In case of any financing arrangement entered by the Purchaser/s with any bank/ financial institution with respect to the purchase of the Apartment/Flat, the Purchaser/s undertake/s to direct such bank/financial institution to and shall ensure that such financial institution disburses/pays all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “**Godrej Matunga Collection Account**”. The Purchaser/s agrees that in the event the Purchaser/s avails any loan/or loan facilitation services (“**Services**”) from any external third party, the Purchaser/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 Purchaser/s may have incurred due to the Services so availed.
- 5.7 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time

hereafter 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 Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.

5.8 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 Purchaser/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 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 21 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Indian National Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Indian National Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

5.10 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. The Developer undertakes and agrees that while raising a demand on the Purchaser/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 along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

## 6. Taxes

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

6.2 For the purpose of this Agreement,

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

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

**7. Tax Deducted at Source**

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

**8. Payment of Other Charges**

- 8.1 The Purchaser/s shall on or before delivery of possession of the said Apartment/Flat pay to the Developer the following amounts, which shall be transferred to the Common Organization / 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 24 months.	
(ii)	Estimate amounts towards the corpus fund to be deposited with Developer / service provider, as may be directed by the Developer	
	<b>Total:</b>	

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

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the Common Organization / Apex Body	
(ii)	Estimate amount for formation and registration of the Common Organization/ Apex Body	
(iii)	Estimate amounts for deposit towards water connection charges	
(iv)	Estimate amounts for deposit towards electric connection charges	
(v)	Estimate amounts for deposit towards gas connection charges	
(vi)	Estimate amounts for deposit towards other utility / services charges	
(vii)	Estimate amounts for deposits of electrical receiving and sub-station in the Layout	
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the Common Organization/ Apex Body	
(ix)	Estimate amounts towards legal charges for documentation which shall be payable _____	
	<b>Total:</b>	

8.3 The Purchaser/s hereto agrees, confirms and acknowledges that all estimated & tentative charges as mentioned above or in any other part of this Agreement are tentative and are subject to change, without notice at the discretion of the Developer.

9. **Legal charges for formation of Common Organization(s) /Apex Body**

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

10. **Developer to appropriate dues**

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

11. **Time is of essence**

11.1 Time is essence for this Agreement. The Developer shall abide by the time schedule for completing the Project and handing over the Apartment/Flat to the Purchaser/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.

11.2 Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in Clause 15 herein above.

12. **Interest**

12.1 If the Developer fails to abide by the time schedule for completing the Project and handing over the Flat/Apartment to the Purchaser/s, the Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the Project, interest as specified in the Rule, subject to applicable taxes, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer.

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

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

13. **Floor Space Index**

- 13.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Land as a single land on the basis of the available Floor Space Index (“FSI”) on the entire Land and accordingly the Developer shall develop the Land.
- 13.2 The Developer declares that FSI available as on date in respect of the Project is 23381.72 square meters only and the Developer has planned to utilize FSI of 22689.62 square meters on the said Project by utilizing the FSI of 3 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. ~~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. (To be retained as applicable)~~
- 13.3 The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/Apartments in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Land.
- 13.4 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner as the Developer deems fit.
- 13.5 The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other areas comprised in the said Land (along with the FSI/TDR or otherwise) including by way of sale/transfer/ lease/ sub-lease 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 Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Land.
- 13.6 Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/flat(s)/premises/Apartments in the buildings being constructed on the Land (including the Sales Component and the Rehab Component) nor the Common Organization(s)/ Apex Body to be formed of purchasers of apartment(s)/flat(s)/premises/Apartments in such buildings shall be entitled to claim any FSI and/or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Land as contemplated by the Developer is completed by the Developer and building(s) / Land is transferred/ leased/ sub-leased to the Common Organization/ 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 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 Purchaser/s /Common Organization/ Apex Body. In the event of any additional FSI in respect of the 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 anytime, hereafter, the Developer alone

shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Land as may be permissible.

13.8 The Purchaser/s or the Common Organization/ Apex Body shall not alter/demolish/construct or redevelop the Sale Component or the Land or any part thereof until and unless the Sale Component 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 Land. It is also agreed by the Purchaser/s that even after the formation of the Common Organization/ Apex Body, the Developer, if permitted by the MCGM and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Land and shall thereby continue to retain full right and authority to develop the 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 Apartment/Flat to the Purchaser/s obtain from the concerned local authority occupancy certificate in respect of the Apartment/Flat.

#### 15. Possession

15.1 The Developer shall offer possession of the Apartment/Flat to the Purchaser/s, after obtaining the Occupation Certificate for the said Apartment / Flat on or before \_\_\_\_\_ (“**Delivery Date**”) along with the right to use the Common Areas and Services mentioned under Annexure III- Part C which shall be delivered on or before \_\_\_\_\_, subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Services stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer, Eskays and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (“**Extension Event**”). For the purpose of this Agreement, “**Force Majeure**” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

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

#### 16. Manner of Taking Possession

16.1 The Purchaser/s shall take possession of the Apartment/Flat within 15 (fifteen) days ~~3 (three) months~~ from the date Developer offering possession of the Apartment/Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment/Flat to the

~~Purchaser/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 Apartment/Flat or expiry of the said 15 days from offering of the possession (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Apartment/Flat, in consonance with this Agreement, and shall thereafter, pay the maintenance charges as mentioned in this Agreement to the Developer and/or Common Organization/ Apex Body and/or Facility Management Agency appointed by the Developer, as the case may be. The Purchaser/s expressly understands that from such date, the risk and ownership to the Apartment/Flat shall pass and be deemed to have passed to the Purchaser/s. ~~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 Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Apartment/Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of INR \_\_\_\_\_/- (Indian National Rupees \_\_\_\_\_ only) per month per square meter of the Total Area of the Apartment/Flat, subject to applicable taxes (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Services for the period of such delay. During the period of said delay the Apartment/Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

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

## 17. **Outgoings**

17.1 From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land 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 clerk’s bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

17.2 Until the conveyance/ transfer/ lease/ sub-lease of the structure of the Sale Component to the Common Organization/ Apex Body in accordance with Clause 22.3 and Clause 22.4, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Common Organization/ Apex Body. The Purchaser/s further agrees that till the Purchaser/s’s share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance/ transfer/ lease/ sub-lease in favour of Common Organization/ Apex Body as aforesaid. On such conveyance/ transfer/ lease/ sub-lease being executed the remaining

amount of deposits collected from the purchasers shall be paid over by the Developer to the Common Organization.

17.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17.4 In case the transaction being executed 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.

## 18. Defect Liability Period

18.1 If the Purchaser brings to the notice of the Developer any structural defect in the Apartment/Flat/Sale Component within a period of five years **or as may be amended from time to time stipulated 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 Purchaser/s ~~and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act~~

18.2 **After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 18.1), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.**

## 19. Foreign Exchange Management Act

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

## 20. Anti-Money Laundering

**The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of**

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

21. **Default By Purchaser/s**

21.1 Without prejudice to the right of the Developer to charge interest in terms of Clause 12.1, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Developer shall at his own option may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and/or mail at the e-mail address provided by the Purchaser/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 Purchaser/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 Purchaser/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 thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser/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 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 Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (collectively referred to as the “**Non-Refundable Amounts**”).**

21.3 **Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document (“**Deed**”) within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not**

prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the Apartment/Flat including but not limited to 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 Purchaser/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 Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

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

In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Purchaser/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause 21.1 and 21.2 and the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Parking Space(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion. Notwithstanding, the above, in the event the Purchaser/s fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall *ipso facto* stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

22. Association Structure

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

(i) The Purchaser/s along with other purchaser/s of flat(s)/Apartment(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)/component comprised in the Layout Land ("**Common Organization(s)**"), within a period of 3 (three) months of the majority of the allottees/purchasers have booked their apartment/ flat, or as may be amended under the Act and/or Rules from time to time, known by such name as the Developer may decide and for this purpose, from time to time, duly fill in, sign and execute and return to the Developer within seven days of its receipt, the application, documents, other paper including the bye-laws of the proposed Common Organization(s) with respect to the formation and registration and/or becoming a member/ of the Common Organization(s). No objection shall be taken by the Purchaser/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/Apartment owners of the Layout Land (including the Sale Component and the Rehab Component) under the provisions of the Maharashtra Co-operative Societies Act, 1960 so as to form one single society for the Layout Land. Such amalgamated

society shall be the apex body (“Apex Bodies”), who shall admit various Common Organization(s) formed in respect of the various buildings, as its members, for the purposes of effective maintenance and management of the entire Layout Land including the Common Areas and Services, at such time and in such a manner as the Developer may deem fit, to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.

- (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 23 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the Common Organization/ Apex Body on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purpose, the Developer may, in its discretion provide suitable provisions in the constitutional documents of the Common Organization/ Apex Body.
- (iv) Make provisions for payment of outgoings/maintenance charges to the Common Organization(s)/ Apex Body for the purposes of maintenance of Layout Land in which the Apartment/Flat is located and the entire Project.

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

~~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.~~

22.3 The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Eskay would be conveying/ transferring/ leasing/sub-leasing only the built-up area of the Sale Component (except the basement and podium) to the Common Organization formed for the Sale Component and the underlying land would be conveyed/ transferred/ leased/ sub-leased to the Apex Body. The Eskay would be conveying/ transferring/ leasing/sub-leasing only the built-up area of the Sale Component (except the basement and podium) to the Common Organization formed for the Sale Component, within a period of 1 (one) month from the date of receipt of occupancy certificate or completion certificate or both as the case may be, or as may be amended under the Act and/or Rules from time to time. The Eskays shall convey/ transfer/ lease/ sub-lease the underlying land to the Apex Body within 3

(three) months from receipt of occupancy certificate or completion certificate or both as the case may, or as may be amended under the Act and/or Rules from time to time be. The Purchaser agrees and understands that the tenure and terms of the said conveyance/ transfer/ lease/ sub-lease/etc. shall be subject to the final judicial pronouncement with respect to Writ Petition No.1251 of 2014 sub judice before the Hon'ble High Court of Bombay (*Central Mumbai Developers Welfare Association and Another Vs. State of Maharashtra and Others*) and other proceedings as may initiated and concluded in this respect.

22.4 The Purchaser/s agrees and accept that the responsibility of the Developer to convey/transfer/lease/sub-lease the underlying land to the said Apex Body will require the active concurrence of the MCGM which is the owner of the Land. The Purchaser/s hereby agree/s and undertake/s with Developer that the aforesaid conveyance/lease of the Land in favor of the said Apex Body is a matter of procedure to be followed with the MCGM and that the Purchaser/s shall not hold the Developer responsible or liable if the concerned authorities delays/postpones or withholds the approval with respect to the conveyance/transfer/lease/sub-lease of the Land in favor of the Apex Body. Moreover, the execution of the documents for effectuating the conveyance/transfer/lease/sub-lease in favor of the said Apex Body shall be subject to such terms and conditions as may be prescribed by MCGM and/or any other concerned authorities and/or the Government and the Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature. The Purchaser/s further acknowledge/s and agree/s that, the Developer's obligation in this respect shall come to an end upon the Developer making the necessary applications to the statutory authorities including the MCGM to execute a registered conveyance/lease/sub-lease deed in favour of the Apex Body to be formed of the purchasers of apartment/flats, as per prevailing law from time to time. The said Apex Body and its committee members/members shall be required to co-operate and join in execution and registration of the conveyance/lease/sub-lease deed. The costs, expenses, charges, levies and taxes on the execution of the conveyance/lease/sub-lease deed and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone.

22.5 The Purchaser/s hereby agree(s) and confirm(s) that till conveyance/ transfer/ lease/ sub-lease of the buildings and underlying land to the Common Organization(s) or Apex Body in accordance with Clause 22.3 and Clause 22.4, the Purchaser/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Developer from time to time.

22.6 The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association drafted/adopted by the Developer for the Common Organization/ Apex Body, necessary for the formation and registration of the Common Organization/ Apex Body within 10 (ten) days from intimation by the Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association for the Common Organization/ Apex Body. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of apartment(s)/flat(s)/premises/Apartments in the Sale Component. The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the Common Organization/ 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 Purchaser/s hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

- 22.7 The Developer may become a member of the Common Organization/ Apex Body to the extent of all unsold and/or unallotted apartment(s)/flat(s)/premises/Apartments, areas and spaces in the Sale Component.
- 22.8 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of apartments/flats/premises/Apartments in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/Apartments bears to the total area of all the apartment(s)/flat(s)/premises/Apartments in the said building/s / wing/s.

### 23. Facility Management Company

- 23.1 By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment 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 and regional office at \_\_\_\_\_ or any other by the Developer of any agency, firm, corporate body, organization or any other person nominated by the Developer ("**Facility Management Company**") to manage, upkeep and maintain the Project together with other buildings and the Layout Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain Common Areas and Services. The Purchaser/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 Project (including the Purchaser's proportionate share of the outgoings as provided under Clause 17 above). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Purchaser/s / Common Organization/ Apex Body. 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 Common Organization/ Apex Body. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming such 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 Purchaser/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the Common Organization/ Apex Body, as the case may be, the Developer will novate the FM Agreement in favor of the Common Organization/ Apex Body, as the case may be 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 Project are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such FM 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 Purchaser/s and/or Common Organization/ Apex Body 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 Project and/or Common Areas and Services thereto.
- 23.2 The Purchaser/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 Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Project, Sales Component, Common Areas and Services and use of the Apartment/Flat/ parking areas by the Purchaser/s for ensuring safety and safeguarding the interest of the other purchasers of apartment(s)/flat(s)/premises/Apartments in the Project/ Sale Component(s) and the Purchaser/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 other purchasers of apartment(s)/flat(s)/premises/Apartments in this regard.

#### 24. **Fit out Manual**

24.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Common Organization/ / Apex Body ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of apartment(s)/flat(s)/premises/Apartments in the Sale Component. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment/Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment/Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Apartment/Flat and/or Sale Component to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment/Flat or the Sale Component (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Apartment/Flat. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment/Flat or the Sale Component(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment/Flat or the Sale Component(s).

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

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

- 25.1 The Developer and Eskays hereby represents and warrants to the Purchaser/s to the best of their knowledge as on date as follows:
- (i) they have clear and marketable title with respect to the Land and/or development rights (as the case may be) as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Layout Land and also has actual, physical and legal possession of the Layout Land for the implementation of the Project;
  - (ii) they have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
  - (iii) There are no encumbrances upon the Apartment/ Flat or Land or the Project except those disclosed in the title report, if any;
  - (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report and the RERA website;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Sale Component are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authorities with respect to the Project, Sale Component shall be obtained by following due process of law and the Developer and Eskays have been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Sale Component, and Common Areas and Services;
  - (vi) they have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
  - (vii) they have 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 Sale Component, including the Project and the Apartment/Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;
  - (viii) they confirm that the they are not restricted in any manner whatsoever from selling the Apartment/Flat to the Purchaser/s in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the deed for conveyance/ transfer/ lease/ sub-lease of the structure to the Common Organization/ Apex Body the Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas and Services to the Common Organization/ Apex Body in the form and manner the Developer may deem fit;
  - (x) The Eskays/ Developer have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till handing over possession of the Flat/Apartment to the Purchaser/s;

**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 Land and any common rights of ways with the Authority to grant such rights to the purchaser/s and/or users

of apartment(s)/flat(s)/premises/Apartments in the buildings being constructed on the Land (present and future) at all times and the right of access to the 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 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 Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Land appurtenant to each and every building to be constructed on the Land without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s)/premises/Apartments in building constructed on the Land till such time the Land is handed over to the Common Organization/ 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 Apartment/Flat to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/Apartments in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

## 27. **Brand Name & Project Name**

27.1 It is agreed by the Purchaser/s that the name of the Project “\_\_\_\_\_” or of the individual towers may be changed at the sole discretion of the Developer/ in accordance with the Relevant Laws.

27.2 It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project Land and the Building. However, it shall be the sole discretion of GPL to associate its name / Brand name with the Common Organization / 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 Purchaser/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Purchaser/s and the Common Organization / Apex Body of the Apartment/Flat purchasers shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

## 28. **Representations by Third Parties**

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

## 29. **Transfer**

Only after handover of possession of the Flat/ Apartment, the Purchaser/s may transfer his rights, title and interest in the Flat/ Apartment under this Agreement to any third person / entity

after obtaining prior written consent of the Developer. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/governmental directions, payment of applicable statutory fees, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of INR. \_\_\_\_\_ - (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 Purchaser/s**

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

- (i) To maintain the Apartment/Flat at the Purchaser/s's own cost in good and tenable repair and condition from the date of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated nor shall demand partition of the Purchaser's interest in the Apartment/Flat and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment/Flat without the prior written permission of the Developer and/or the society or the limited company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.
- (vii) That the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately on the Land by the residents/occupants of the Project in the jurisdiction of MCGM (*Municipal Authority*)
- (viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat by the Purchaser/s for any purposes other than for the purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/Apartments in the Project or other occupants or users of the Project, or visitors to the Project, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Apartment/Flat, without the prior written permission of the Developer/association/concerned authorities;
- (xiii) To install only split or centralized system of air conditioning in the Apartment/ Flat, the outdoor Apartment of which shall be installed/ fixed/kept at the space designated by the Developer and also demarcated on the plan attached as Annexure VI.
- (xiv) After possession of the Apartment/Flat is handed over the Purchaser/s, the Purchaser/s may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (xv) The Purchaser/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

- (xvi) Unless otherwise permitted under these presents, the Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- (xvii) The Purchaser/s shall observe and perform all the rules and regulations which the Common Organization/ Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Common Organization/ Apex Body regarding the occupancy and use of the Apartment/Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xviii) Till a conveyance/ transfer/lease/ sub-lease of the structure of the building in which Apartment/Flat is situated is executed in favour of Common Organization/ Apex Body in accordance with Clause 22.3 and Clause 22.4, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
- (xix) Usage of Apartment/Flat Areas & Parking Spaces by Purchaser  
The Purchaser/s agree(s) to use the Apartment/Flat or any part thereof or permit the same to be used only for the purpose of residential use as permitted under the Relevant Laws. The Purchaser/s further agree(s) to use the Parking Space(s) only for the purpose of keeping or parking car.
- (xx) The Purchaser/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 Common Organization/ Apex Body.
- (xxi) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire the Apartment/Flat and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.
- (xxii) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Apartment / Flat out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- (xxiii) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement

including but not limited to publicity material / advertisement published in any form or in any channel.

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

(xxv) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause 5 of this Agreement or as and when demanded by the Developer.

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

#### **31.1 Hoarding rights**

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Land, of such nature and in such form as the Developer may deem fit and the Developer/Development Manager shall deal with such hoarding spaces as its sole discretion until conveyance/ transfer/ lease/ sub-lease to the Common Organization/ Apex Body in accordance with Clause 22.3 and Clause 22.4, and the Purchaser/s agree/s not to dispute or object to the same. The Developer/ shall not be liable to pay any fees / charges to the Common Organization/ 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 / Apartments/ apartment/flats in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flats.

#### **31.3 Unsold apartment/flat**

(i) All unsold and/or unallotted apartment(s)/flat(s)/premises/Apartments, areas and spaces in the Sale Component /Land, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Sale Component / Project and 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(s)/premises/Apartments and shall be entitled to enter upon the Land and the Sale Component / Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

(ii) The Developer shall without any reference to the Purchaser/s, Common Organization/ 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(s)/premises/Apartments and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/Apartments in the Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the Common Organization/ Apex Body. The Purchaser/s and / or the Common Organization/ Apex Body 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 Common Organization/ Apex Body.

**31.4 Basement/Podiums**

The Purchaser/s hereby consents to the Developer dividing the basement 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 Project 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 Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

**31.6 Additional Construction**

The Purchaser hereby consents that the Developer shall be entitled to construct any additional area/structures in the Project/ 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 Purchaser/s and/or the Common Organization/ Apex Body, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Land.

**31.7 Mortgage & Security**

The Developer if it so desires shall be entitled to create security on the Land together with the building/s being constructed thereon (including the Sale Component) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment/Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer/lease/ sub lease of the land (or any part thereof) and building/s constructed thereon in favour of the Common Organization/ Apex Body in accordance with Clause 22 above. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Land together with the building(s) being constructed thereon (including the Sale Component) and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment/Flat agreed to be transferred hereunder.

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

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flat or of the said Land and buildings or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer and/or Eskays until the said structure of the building is transferred to the Common Organization/ Apex Body.

**33. Binding effect**

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

34. **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/Apartment, as the case may be.

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

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

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

36. **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.

37. **Right to Amend**

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

**38. Waiver**

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

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

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

**40. Further assurances**

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

**41. Place of execution**

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

**42. Present for registration**

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

**43. Notices**

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

**To the Purchaser:**

Name:  
Address:  
Notified E-mail ID:

**To the Developer:**

Name:

Address:  
Notified E-mail ID:

**To the Eskays:**

Name:  
Address:  
Notified E-mail ID:

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

**44. Satisfied with the title of Land**

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

**45. Joint Purchaser/s**

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

**46. Stamp duty and Registration charges**

The stamp duty and registration charges with respect to this Agreement shall be borne by the Developer.

**47. Arbitration**

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

48. **Dispute Resolution**

Any dispute between Parties shall be settled amicably. In case of failure to settled 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 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. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“Act”) and the Rules and Regulations made thereunder (“Rules and Regulations”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

**FIRST SCHEDULE  
(Description of the Property)**

All that piece and parcel of land or ground bearing following survey numbers and admeasuring in aggregate approximately admeasuring in aggregate 5634.68 square meters equivalent to approximately acres , situated at Dr. Baba Saheb Ambedkar Road, Village Matunga, Taluka Dadar Matunga Estate Scheme, District Mumbai Island City, Mumbai - 400019

<b>Plot No.</b>	<b>Cadastral Survey No.</b>	<b>Area (in Sq. Mts.)</b>
Plot No. 596	CS No. 691/10	
Plot No. 597	CS No. 698/10	
Plot No. 598	CS No.699/10	
	<b>TOTAL</b>	5634.68

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

SIGNED AND DELIVERED by the )  
withinnamed **Developer**, through its constituted )  
attorney )  
Mr./Mrs./Ms. \_\_\_\_\_ )  
in the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

SIGNED AND DELIVERED by the )  
withinnamed **Eskays**, through its constituted )  
attorney )  
Mr./Mrs./Ms. \_\_\_\_\_ )  
in the presence of : )  
3. \_\_\_\_\_ )  
\_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

SIGNED AND DELIVERED by the )  
withinnamed **Purchaser/s** )  
\_\_\_\_\_ )  
in the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

SIGNED AND DELIVERED by the )  
withinnamed **Purchaser/s** )  
\_\_\_\_\_, through its Authorized )  
Signatory/representative vide Board/Partner's )  
Resolution dated \_\_\_\_\_ )  
In the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

DRY  
Housiey.com