

Deviation of Model Form highlighted in GREY COLOUR
Modifications/ Additional clauses highlighted in YELLOW COLOUR

DRAFT WIHTOUT PREJUDICE

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

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") made at Pune on this ____ day of _____ in the year Two Thousand and Twenty ____;

BETWEEN

Manjari Housing Projects LLP [LLPIN: AAJ-2162], [Permanent Account Number (PAN): AARFG0014F], a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai 400079 and regional office at 6th Floor, BSB Capital, S. No. 80, CTS No. 1621 (P), Baner Road & Abhimanshree Road Junction, Baner Road, Pune – 411007, hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / [partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns]) of the **ONE PART**;

AND

1. **Mr. / Ms. / M/s.** _____, age ____ years, Occupation _____, Permanent Account Number (PAN) _____,
2. **Mr. / Ms. / M/s.** _____, age ____ years, Occupation _____, Permanent Account Number (PAN) _____,
3. **Mr. / Ms. / M/s.** _____, age, ____ years, Occupation _____, Permanent Account Number (PAN) _____,

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

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

WHEREAS:

- A. L.K Developers Private Limited was the owner of and seized and possessed of or otherwise well and sufficiently entitled to the contiguous block of lands admeasuring 41 Hectares 35.14 Ares formed of the land bearing Gat Nos. 124, 125, 126, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 148, 149, 150, 151, 152, 153, 155, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) all situate, lying and being at Village Manjari Khurd, Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Manjari and whereas the said contiguous block is more particularly described in the **First Schedule** hereunder written and the same is hereinafter referred to as the “**said Larger Land**”.
- B. L.K Developers Private Limited was desirous of implementing a "Special Township Scheme" on the said Larger Land as contemplated under the Notification bearing No. TPS – 1804/ PUNE / RP / DCR / UD-13 dated 16th November, 2005 issued by the Government of Maharashtra, Urban Development Department under Section 18 (3) of Maharashtra Regional & Town Planning Act, 1966 and Addendum thereto dated 6th January, 2006.
- C. Pursuant to application made in that behalf by the said L.K Developers Private Limited, the Government of Maharashtra, Urban Development Department vide its Notification dated 4th April, 2008 bearing No. TPS 1807/ 245/ CR - 641/ 07/ UD – 13 read with its Corrigendum Order dated 4th December, 2008 and read with Addendum dated 4th December, 2008 granted Locational Clearance dated 3rd February, 2012 to the said L.K Developers Private Limited for implementation of a Special Township Scheme/Project on the Larger Land.

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- D. Pursuant to application made in that behalf, the office of the Collector District Pune issued its Letter of Intent dated 7th June, 2008 bearing No. PMH/Kavi/1287/2008 in respect of the Special Township Project proposed to be implemented on the said Larger Land. The term originally stipulated in the said Letter of Intent dated 7th June, 2008 was extended from time to time on application made by L.K Developers Private Limited.
- E. The abovementioned Location Clearance and Letter of Intent was issued by the Government of Maharashtra and/or relevant authority in the name of Mr. Lalit Kumar Jain, director of L.K Developers Private Limited.
- F. Further, vide Certificate of Incorporation dated 9th April, 2010 as issued by the Ministry of Corporate Affairs, the name of L. K. Developers Private Limited was changed to KUL Developers Private Limited. KUL Developers Private Limited procured the sanction from office of the Collector, District Pune for master layout (for zoning) in respect of the said Larger Land vide Letter dated 15th April, 2013 bearing No. PMH/TPS/SR/07/2013, thereafter vide letter dated 21st July, 2016 bearing No. PMH/TPS/SR/18/2016.
- G. KUL Developers Private Limited decided to implement the said scheme of Special Township Project on the Larger Land in a phase-wise manner.
- H. Further, vide Certificate of Incorporation dated 21st May, 2018 as issued by the Ministry of Corporate Affairs, the name of KUL Developers Private Limited was changed to Ashdan Developers Private Limited.
- I. By and under a registered Deed of Conveyance dated 1st of February, 2019 registered with the office of the Sub-Registrar of Assurances, Haveli, under Serial No. HVL11-9001-2019, and executed by and between Ashdan Developers Private Limited (therein referred to as the Vendor) and the Developer herein, the vendor therein sold, conveyed and transferred unto the Developer herein *inter alia*, a portion of Larger Land bearing Gat Nos. 124, 125, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) admeasuring in the aggregate approx. 23 Hectares 08.91 Ares situated at Village Manjari Khurd, Taluka Haveli, District Pune hereinafter referred to as the “**said Land**” and more particularly described in the **Second Schedule** hereunder written and delineated in thick ____ colour boundary line in the plan annexed hereto as **Annexure “__”** at or for the consideration and in the manner set out therein. The 7/12 extracts of the said Land is collectively annexed hereto as **Annexure “__”**.

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- J. Accordingly, the Developer became the lawful owner and is thus seized and possessed of and otherwise well and sufficiently entitled to the said Land.
- K. The Larger Township Land (*as defined hereinafter*) is accessible as shown delineated in thick ____ colour line in the plan hereto annexed and forming part of **Annexure “__” (“Access Road”)**.
- L. Thereafter, Ashdan Developers Private Limited jointly with Manjari Housing Projects LLP, the Developer herein, have been issued the revised Location Clearance by the Government of Maharashtra, Town Planning and Valuation Development vide its Notification dated 27th October, 2020 bearing No. RP Pune/Village-Manjari Kh., Wagholi/ITP/TPV-1/2986 as per details and terms and conditions more particularly set therein.
- M. Pursuant to the aforesaid, Ashdan Developers Private Limited jointly with Manjari Housing Projects LLP, the Developer herein, have been issued the revised Letter of Intent by the Collector, District Pune, vide letter dated 3rd March, 2021 bearing no. Sr. Kr./PMH/KaVi/1236/2020 as per details and terms and conditions more particularly set therein.
- N. Ashdan Developers Private Limited jointly with Manjari Housing Projects LLP, the Developer herein, have, vide letter dated 21st November, 2019 bearing no. BHA/Village Manjri Khurd/ S. No. 124 & Others/ CR. NO. 328/ 19-20 issued by the Pune Metropolitan Region Development Authority, District Pune (“**PMRDA**”) got the revised Proposed Land Use [PLU] sanctioned from the office of PMRDA Pune for master layout (for zoning). Further to the revised Location Clearance dated 27th October 2020 and revised Letter of Intent dated 3rd March, 2021 as detailed above, PMRDA vide its letter dated Letter dated 21st November 2019 bearing no. BHA/Village Manjri Khurd / S. No. 124 & Others / CR. NO. 328/ 19-20, Letter dated 9th July 2021 bearing no. BHA/Village Manjri Khurd and Wagholi/ S. No. 124 & Others and S. No. 1255 & Others/ CR. NO. 616/ 20-21 and further vide its letter dated 31st March 2022 bearing no. BHA/Village Manjri Khurd and Wagholi/ S. No. 124 & Others and S. No. 1255 & Others/ CR. NO. 1067/ 21-22 has issued the revised Proposed Land Use [PLU] for master layout (for zoning) (“**Layout of the Larger Township Land**”) in favour of the Project Proponent/s including the Developer herein granting its sanction to Master/Larger layout plan and permission to use the area stated therein including the said Larger Land for non-agricultural residential purpose for implementation of the special township project on certain terms and conditions more particularly recorded therein. The Layout of the Larger Township Project includes the Larger Land (defined as ‘Manjari Township’ in the said Layout of the Larger Township Land issued

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by PMRDA in the manner aforesaid) and more particularly described **Firstly in the Third Schedule** hereunder written, the balance lands (defined as ‘Wagholi Township’ in the said Layout of the Larger Township Land issued by PMRDA in the manner aforesaid) are described more particularly **Secondly in the Third Schedule** hereunder written referred to as the “**Larger Township Land**” which is annexed hereto as **Annexure “__”**;

- O. The Larger Township Land is being developed in phases by person(s)/entity(ies) statutorily responsible for the development of the entire Township Scheme on the Larger Township Land in consonance with the ITP/STP policy, Relevant Laws and the sanctions received, from time to time (“**Project Proponent/s**”) including the Developer in terms of the extant Integrated Township Project policy approved under Notification bearing no. TPS-1816/CR-368/16/UD-13, dated 8th March, 2019 issued by Urban Development Department, Mumbai under Maharashtra Regional Town and Planning Act, 1966 (“**Township Project**”).
- P. As per the said Layout of the Larger Township Land approved by PMRDA, the Developer / Project Proponent is required to provide for amenities as enlisted in **part A of Annexure “__”** as annexed hereto (“**Common Areas and Common Amenities of the Phase and Township Level Amenities**”) and such other amenities and common utilities for the entire Larger Township Land required under Relevant Laws including but not limited to township road, security, drainage sewage treatment plant, solid waste management, landscaping, bus stations, storm water system, fire station, hospital, power and water utilities, and any other amenities provided at township level (“**Overall Township Amenities**”/“**OTA**”) and reservation/s as more particularly set out in the said Layout of Larger Township Land. However, the approved Layout of the Larger Township Land and conditions prescribed in relation to the same are subject to further revisions by PMRDA due to amendment in Relevant Laws/revisions in approvals from time to time. The Developer / Project Proponent/s shall further carryout the changes in the Layout of the Larger Township Land at its discretion and/or as per terms and conditions laid down by the Authorities from time to time.
- Q. The Developer has informed the Purchaser/s about all these aspects pertaining to the ongoing Township Project including applications, sanctions, permissions pertaining to the Township Project and proposed phase-wise / segment-wise development, common amenities, reservations and facilities (if any) for the entire Township Project, and the Purchaser/s agrees and acknowledges the same. It is clarified by the Developer that the Layout of the Larger Township Land is tentative and though the same has been approved by PMRDA, the Developer / Project Proponent reserves the right in its/their absolute discretion to amend/alter/modify the Layout of

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Larger Township Land from time to time as it may deem fit and also to add and / or delete one or more building/tower/s having one or more wing from the Layout of Larger Township Land and /or also change the location of any of the buildings/towers, amenities, and facilities (if any) in the Layout of the Larger Township Land or change the nature of the buildings/towers proposed to be constructed on the Layout of the Larger Township Land.

- R. In furtherance thereto, Ashdan Developers Private Limited and the Developer herein, has procured sanction from office of PMRDA for building plans vide letter dated 21st February 2023 bearing no. BHA/C.R.No 1172-22-23/Mouza Manjari- Wagholi S.No./G.No./CTS No 124 & others Sector R6 issued in respect of the Phase (*as defined herein below*) (“**Building Plan**”). The aforesaid plans are issued in respect of a portion of the said Land bearing Gat/ Survey Nos. 137(P), 124(P), 125(P), 127(P), 128(P), 129(P) all lying, being and situate at Village Manjari Khurd, Taluka Haveli, Dist. Pune and admeasuring in the aggregate 21435 square meters being Sector R 6 (“**Common Layout Land**”). The Purchaser/s hereby agrees and acknowledges that the Developer has informed the Purchaser/s that a portion of Common Layout Land admeasuring approximately 71 sq meters, hereunder written and delineated in thick ____ colour boundary line in the plan annexed hereto as Annexure “____”, currently in possession of the Developer does not form part of the Phase Land.
- S. The Developer intends to develop a portion of the said Common Layout Land bearing Gat/Survey Nos.137(P),124(P),125(P) admeasuring in the aggregate 14047 square meters being part of Sector R 6 more particularly described in **Fourth Schedule** hereunder written, hereinafter referred to as the “**Phase Land**” and shown delineated by ____ colour boundary line on the plan annexed hereto as Annexure “__” for predominantly residential use consisting of 4 (four) building(s) /towers(s) comprising of (i) Tower 03 comprising of Ground + 32 floors, (ii) Tower 04 comprising of Ground + 32 floors, (iii) Tower 05 comprising of Ground + 32 floors and (iv) MLCP Tower (Lower Ground+ upper Ground + 5 podiums Parking) (“**MLCP**”), under the name and style of “**Godrej Urban Retreat**” (hereinafter referred to as the “**Phase/Project**”).
- T. Pursuant to the application made by the Developer the PMRDA has issued vide Commencement Certificate dated 21st February 2023 bearing No. BHA/Mou.Manjari Khup.va Wagholi/Ga.No.124 others/Sector R6/ Pra.kra. 1172/22-23/138 permission for construction and development of Building(s)/Tower(s) on the Common Layout Land which includes the Phase Land on terms and conditions more particularly mentioned therein. The copy of the said Commencement Certificate is annexed hereto and marked as Annexure “__”.

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- U. Based on its rights and entitlement including in terms of the Deed of Conveyance above referred, the Developer/Project Proponent/s is developing the Township Project including the Phase Land and carrying out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- V. The Purchaser/s is also made aware by the Developer that the Project Proponent/s is required to provide for and construct an EWS tower (i.e. tower for the economically weaker sections) on a portion of the Larger Township Land alongwith such other reservations in accordance with the terms and conditions and as more particularly provided for in the Layout of the Larger Township Land and/or as per Relevant laws.
- W. The Developer has appointed VK:a Architecture (License no CA/2002/29235) registered with the Council of Architects, as their Licensed Architects and entered into a standard agreement with them and such agreement is as per the agreement prescribed by the Council of Architects (“**Developer’s Architect**”).
- X. The Developer has appointed CBRE South Asia Pvt Ltd as structural Engineer for the preparation of the structural design and drawings of the Building(s)/Tower(s) and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building(s)/Tower(s).
- Y. In terms of the application for grant of environmental clearance for the said Township Project, inter alia the said Phase, the State Level Environment Impact Assessment Authority (“**SEIAA**”) decided to accord environmental clearance in its SEIAA 253 meeting, held on 21st November 2022, vide EC23B039MH110447 issued on 09th January 2023 on terms more particularly set out therein. Though the sanctioned layout plan is for the said Larger Township Land, the Developer is in the process of constructing the Phase on the Phase Land. The Developer will also be seeking revised/amended clearance in accordance with the present sanction from PMRDA for the Phase Land.

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- Z. The Developer has registered the Phase under the provisions of the Real Estate (Regulation and Development) Act 2016 (“**Act**”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 (“**Rules**”) with the Real Estate Regulatory Authority at <https://maharera.mahaonline.gov.in> under Certificate No._____, authenticated copy of which is attached as **Annexure “_”**.
- AA. The Developer has sole and exclusive right to sell the residential flats/ commercial units in the said building(s)/tower(s) to be constructed by the Developer in the said Phase and to enter into Agreement/s with the Purchaser/s of the residential flats/ commercial units and receive the sale consideration in respect thereof;
- BB. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Phase Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified as per the Act read with the Rules and regulations made thereunder.
- CC. The authenticated copy of Title Certificate dated 27th October 2020 issued by M/s. Hariani & Co. Advocates and Solicitors and Supplemental Title Report dated 14th October 2021 issued by M/s Benchmark Legal Services LLP and Supplemental Title Report dated 22nd February 2023 issued by M/s Benchmark Legal Services LLP in respect of Developer’s title to the Phase Land, is annexed and marked as **Annexure “_” (“Title Certificates”)**. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building(s)/Tower(s) and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building(s)/Tower(s);
- DD. While sanctioning the layout/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 / Project Proponent/s while developing the Phase Land and the said Building(s)/Tower(s) and upon due observance and performance of which only the occupancy certificate in respect of the said Building(s)/Tower(s) shall be granted by the concerned local authority.
- EE. The Developer has accordingly commenced construction of the said Building(s)/Tower(s) on the Phase Land in accordance with the approved plans.

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- FF. By and under an Indenture of Mortgage executed on 3rd March 2022 the Developer has mortgaged the said Land in favour of ICICI Bank Limited (referred therein as 'ICICI' or 'Mortgagee') to secure loan facility on terms better recorded therein. The Mortgagee has by its letter granted its no-objection / consent for sale for transfer the said Flat/ Unit in favour of the Purchaser/s herein. Copy of the ICICI NOC is annexed hereto as Annexure “__”;
- GG. The Purchaser/s has applied to the Developer for allotment of Flat/Unit No. ____ situated on ____ floor of Tower __ (“Flat/Unit”) being constructed in the Phase **alongwith covered (independent) parking space(s) admeasuring ____ mtrs. x ____ mtrs.**
- HH. The Carpet Area of the said Flat/Unit is ____ square meters and Exclusive Areas of the said Flat/Unit is ____ square meters. The said Exclusive Areas of the said Flat/Unit includes balcony area admeasuring ____ square meters and terrace area admeasuring ____ square meters. **The Carpet Area and Exclusive area aggregates to total area of ____ square meters (“Total Area”).** For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Flat for exclusive use of the Purchaser/s.
- II. The authenticated copies of the plan of the Flat/Unit agreed to be purchased by the Purchaser(s), as sanctioned and approved by PMRDA have been annexed and marked as **Annexure “__”**. The specification(s) to be provided in the Flat/Unit is hereto annexed and marked as **Annexure “__”**. The Common Areas and Common Amenities of the said Phase are more particularly described in **part __ of Annexure “__”**.
- JJ. The Developer has informed the Purchaser/s and the Purchaser/s hereby agrees and acknowledges and confirms that the Phase Land is accessible through road as shown delineated in ____ colour line in the plan hereto annexed as **Annexure “__”**. The Purchaser/s agree and confirm to have understood that the abovementioned road forms part of a future phase being part of the Common Layout Land (“**Sector Access Road**”). The said Sector Access Road shall be accessible for use of the purchaser(s) of the Phase alongwith the purchaser(s) of the future phase in the Common Layout Land and are not for the exclusive use/access of the purchaser(s) of this Phase alone. The Purchaser/s hereby confirm/s and undertake/s that the Purchaser/s

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and/or society/common organization of the Phase shall not at any time raise any objection / dispute / hindrance for any reason whatsoever for use/access of said Sector Access Road by the purchaser/s/member/s of the future phase of the Common Layout Land. Further, the costs and charges towards maintenance of said Sector Access Road shall be shared between all the purchaser/s/member/s of the Common Layout Land. The Applicant/s hereby gives his/her/their no-objection and consent/s to the same.

- KK. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- LL. The Developer is entitled and enjoined upon to construct buildings on the Phase Land in accordance with the recitals of this Agreement.
- MM. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Flat/Unit agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchaser/s has/ have agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
- NN. Under section 13 of the said Act the Developer is required to execute a written Agreement for Sale of the said Flat/Unit with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- OO. 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 said Flat/Unit.

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

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1. The Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.
2. **Construction.**
 - 2.1 The Developer is constructing and developing the said Phase in accordance with the plans, designs and specifications as approved by PMRDA 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 Flat/Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
 - 2.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the said Larger Township Land and Common Layout Land is being developed by the Project Proponent/s / Developer in a segment-wise / phase-wise manner to be determined by the Project Proponent/s / Developer in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Project Proponent/s / Developer may, at any time, vary/ modify the Layout of the Larger Township Land and Common Layout Land except the said Phase in such manner as the Project Proponent/s / Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities.
 - 2.3 Save and except as set out in this Agreement, the Developer has informed the Purchaser/s and the Purchaser/s hereby agrees and acknowledges and confirms that the Phase Land is accessible through road as shown delineated in _____ colour line in the plan hereto annexed as **Annexure “__”**. The Applicant/s agree and confirm to have understood that the abovementioned road forms part of a future phase being part of the of the Common Layout Land (“**Sector Access Road**”). The said Sector Access Road shall be accessible for use of the purchaser(s) of the Phase alongwith the purchaser(s) of the future phase in the Common Layout Land and are not for the exclusive use of the purchaser(s) of this Phase alone. The Purchaser/s hereby confirm/s and undertake/s that the Purchaser/s and/or society/common organization of the Phase shall not at any time raise any objection / dispute / hindrance for any reason whatsoever for use of said Sector Access Road by the purchaser/s/member/s of the future phase of the Common Layout Land. Further, the costs and charges towards maintenance of said Sector Access Road shall be shared between all

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the purchaser/s/member/s of the Common Layout Land. The Applicant/s hereby gives his/her/their no-objection and consent/s to the same.

3. Description of Flat/Unit, Parking Space(s) and Common Areas and common amenities/facilities for the Phase & 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 residential Flat/Unit of the aforesaid Total Area bearing no. _____, on the _____ floor in the Building/Tower _____ (“Flat/Unit”) constructed or being constructed in the Phase, which is more particularly described in the **Seventh Schedule** hereunder written and shown in _____ hash on the plan annexed hereto as Annexure “_____” and _____ parking space for parking of vehicle/s as permitted under the Relevant Laws admeasuring _____ mtrs. x _____ mtrs. being block no. _____ (“Parking Space(s)”). A copy of the Parking Plan earmarking and identifying the Parking Space(s) in _____ boundary line is herewith annexed as Annexure “_____”.

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

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

3.4 In consideration of the above, the Purchaser/s hereby agrees to pay to the Developer a total lump-sum sale consideration of Rs. _____/- (**Rupees** _____ **only**) (“**Total Consideration**”), comprising of the following:-

Sr. No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Flat/Unit.	
(ii)	Towards the Exclusive Areas of the Flat/Unit.	
(iii)	Towards Parking Space(s)	Nil

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(iv)	Towards proportionate consideration for Common Areas of the towers, Common Areas and common amenities/facilities of the Phase calculated on the Carpet Area of the Flat/Unit.	Nil
(v)	Towards facilities	Nil
	Total Consideration	

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 AREA

The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the building(s)/tower(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of three percent. If there is any reduction in the Carpet Area within the abovementioned limit, ~~Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee~~ in such event only resources shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under clause 5.1 with annual interest at the rate specified in the Rules (if applicable). If there is any increase in the Carpet Area allotted to Purchaser/s, the Developer shall demand additional amount from Purchaser/s as per the next milestone of the Payment Plan, if applicable. All these monetary adjustments shall be made at the same rate per square meter 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 Rs. _____/- (**Rupees** _____ **Only**) in the following manner:

Sr. no.	Milestone Name	Amount Percent	Amount in Rupees
(i)	On Booking	5.50%	
(ii)	On 15 days of Booking	4.50%	
(iii)	On 15th day post Registration	10%	
(iv)	On completion of excavation	10%	

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(v)	On completion of plinth	15%	
(vi)	On completion of 2nd slab	10%	
(vii)	On completion of 12th slab	5%	
(viii)	On completion of 24th slab	5%	
(ix)	On completion of superstructure	5%	
(x)	On completion of terrace with waterproofing	5%	
(xi)	On completion of walls	10%	
(xii)	On Completion of Staircase	5%	
(xiii)	On completion of ext plumbing	5%	
(xiv)	On application of OC	3%	
(xv)	On notice of possession	2%	
	Total:	100%	

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

5.4 All payments to be made by the Purchaser/s under this Agreement for Sale shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favor of “_____”.

5.5 In case of any financing agreement entered by the Purchaser/s with any Bank / financial institution with respect to the purchase of the Flat/Unit, the Purchaser/s undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse / pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand drawn in favor of “_____”.

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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.

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

Beneficiary’s Name :

Beneficiary’s Account No:

Bank Name :

Branch Name :

Bank Address :

Swift Code :

IFSC Code :

5.7 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/s desires to give early payments any time hereafter ~~by discounting such early payments @ ——— % per annum for the period by which the respective instalment has been preponed.~~ 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 If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 21 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

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

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.

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8. Payment of Other Charges

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

Sr. No.	Particulars	Rupees
(i)	For share money, application entrance fee of the society or limited company / federation / Apex Body.	Rs _____/-
(ii)	Estimate amount for deposit towards provisional monthly contribution towards outgoings of the said Phase/Phase Land in respect of the society or limited company / federation / Apex Body for 12 months.	Rs _____/-
(iii)	Estimate amounts for deposit towards provisional contribution towards outgoings of township for 5 year.	Rs _____/-
(iv)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer.	Rs _____/-
(v)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer (township level)	Rs _____/-
	TOTAL:	Rs _____/-

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

(i)	Estimate amounts for deposit towards electricity connection charges.	Rs _____/-
(ii)	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	Rs _____/-
(iii)	Estimate amounts towards legal charges for documentation which shall be payable	Rs _____/-

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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 society / limited company / federation / Apex Body

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

10. Developer to appropriate dues

The 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 Phase and handing over the said Flat/Unit to the Purchaser/s.

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 this Agreement for Sale subject to the completion of construction by the Developer as provided in Clause 5 herein above.

12. Interest

12.1 If the Developer fails to abide by the time schedule for completing the Phase and handing over the Flat/Unit to the Purchaser/s, the Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the Phase, 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 payments 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/s 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 for Sale, have a first charge / lien on the on the Flat/Unit and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement for Sale, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement for Sale, to the Developer. It is hereby clarified that for the purposes of this Agreement for Sale payment shall mean the date of credit of the amount in the account of the Developer.

13. Floor Space Index

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

13.2 The Developer declares that the Developer has planned to utilize FSI of 62926.50 square meters on the said Phase by utilizing the FSI of the Common Layout Land or by availing of or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the ITP/STP Policy and/or Development Control Regulations or based on the expectation of increased FSI which may become available in future.

~~The Promoter 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 Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. (To be retained as applicable)~~

13.3 Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Common Layout Land on which it is being constructed in proportion to the total area of the Larger Township Land taking into account the FSI to be utilized for all buildings constructed thereon. The Developer/Project Proponent/s in its/their sole discretion, may allocate such buildable FSI for each of the building(s)/tower(s) being constructed on the Larger Township Land as it/they think fit and the purchasers of the apartment(s)/flat(s)/premise(s)/unit(s) in such building(s)/ tower(s) (including the Purchaser/s) are agreeable to this and shall not dispute

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the same or claim any additional FSI or buildable area in respect of any of the building(s)/tower(s) on the Phase Land or Common Layout 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 Said 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/towers and development of facilities and/or amenities on any part of the said Land or elsewhere as may be permitted as per Applicable Laws.

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

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

13.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Phase Land and/or the said Common Layout Land and/or the said 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 / association / apex body

/ apex bodies. In the event of any additional FSI in respect of the Phase and/or Common Layout Land and/or the said Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Phase Land and/or the Common Layout Land or any other part of the Said Land as may be permissible.

14. Adherence to Sanctioned Plans

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

15. Possession

15.1 The Developer shall offer possession of the Flat/Unit to the Purchaser/s on or before _____ (“**Delivery Date**”) along with right to use Common Areas and common amenities/facilities as mentioned under as Part ____ of Annexure “____” which shall be delivered on or before _____, and right to use the Township Level Amenities falling in future phase development as mentioned under part ____ of **Annexure ____** shall be available on or before October 2027; subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. It is however provided that the Delivery Date of the Flat, delivery date of Common Areas and common amenities/facilities and township level amenities as mentioned in Annexure ____ shall stand extended on account of any force majeure events.

15.2 For the purpose of this Agreement, “**Force Majeure**” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

15.3 Further, in the event the Developer is unable to offer possession of the Flat/Unit 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 Flat/Unit, 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 Flat/Unit within 15 (fifteen) days ~~(3 (three) months)~~ from the date Developer offering possession of the Flat/Unit (Intimation of Possession), by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement for Sale, and the Developer shall give possession of the Flat/Unit to the 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 Flat/Unit or expiry of the said 15 (fifteen) days from offering of the possession ("**Possession Date**"), the Purchaser shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and thereafter, the Purchaser/s agrees to pay the maintenance charges as mentioned in this Agreement to the Developer and/or association of purchaser/s 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 Flat/Unit 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 Flat/Unit within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter of the Total Area of the Flat/Unit, subject to applicable taxes, ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas, common amenities and facilities (if any) for the period of such delay. During the period of said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser/s 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 Flat/Unit, none of the Parties shall be entitled to terminate this Agreement for Sale. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Flat/Unit within the aforementioned time as stipulated by the Developer, then the

Developer shall also be entitled along with other rights under this Agreement to forfeit/claim the entire Total Consideration towards the Flat/Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Flat/Unit shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Flat/Unit.

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 Phase Land and Building(s)/Tower(s) (as may be applicable) namely local taxes, betterment charges or such other levied by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Phase including Phase Land and building(s)/ tower(s) (as may be applicable) thereon.
- 17.2 From the Possession Date, the Purchaser/s shall also be liable to bear and pay the proportionate share of outgoings with respect to the OTA, the common areas and facilities/amenities with respect to the Larger Township Land and Township Level Amenities ("**Township Maintenance Charges**" / "**TMC**"). Such TMC shall be payable by the Purchaser/s to Facility Management Company or such agency appointed by the Developer/ Project Proponent/s for carrying out the said maintenance work of the overall township level amenities and common areas of the Township Land or part thereof ("**Township Management Authority**" / "**TMA**");
- 17.3 Until the conveyance of the structure of the building(s)/ tower(s) to the common organization, the Purchaser/s shall pay to the Developer / Project Proponent/s / Facility Management Company / TMA such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer/Project Proponent/s / Facility Management Company / TMA provisional monthly contribution as determined by the Developer /Project Proponent/s Facility Management Company / TMA, as the case may be, from time to time. The amounts so paid by the Purchaser/s in this regard shall not carry any interest and remain with the Developer/Project Proponent/s until a conveyance in

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favour of a common organization as aforesaid. On such conveyance being executed, the balance amount of deposits from respective account, if any, shall be paid over by the Developer to such common organization. However, it is clarified that the TMC for OTA payable to the Developer / Project Proponent/s or entities nominated by it, would continue even after formation/conveyance of particular sector(s) association/ society.

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

18. Defect Liability Period

18.1 If the Purchaser brings to the notice of the Developer any structural defect in the Flat/ Unit / Building(s) / Tower(s) within a period of five years **or as may be amended from time to time under the Relevant Laws**, on account of workmanship, quality or provision of service, then it shall wherever possible be rectified by the Developer without further charge to the 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 mentioned in Clause 18.1 above), 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/s 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 Flat/Unit are made by non-resident/s/foreign national/s of Indian origin, it 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 Flat/Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, 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 Flat/Unit 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 In the event if the Purchaser/s commits three defaults in the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for

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

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

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

In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Purchaser/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with Clause 21.2 and the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Flat/Unit and/or Parking Space(s) and/or the Phase and/or Phase Land and/or the Common Layout and/or the Larger Township 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 Flat/Unit and/or Parking Space(s) (if any) 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

- (i) The Purchaser/s along with other purchaser/s of unit in the building(s) shall join in forming and registering the Society or Association or a Limited Company or condominium or combination of them in respect of each building(s)/tower(s) comprised on Phase/ Common Layout Land/ said Land/ Township Project ("**Common Organization(s)**"), within a period of 3 (three) months of the majority of the allottees/ purchasers have booked their apartment/ flat, and/or receipt of occupation certificate of the current Phase, whichever is earlier, known by such names as the Developer/Project Proponent/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the

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Developer to the Purchaser/s, so as to enable the Developer to register the common organization of the purchaser/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) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Body**") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Bodies**") for each of residential and commercial zones/ phases including the said Phase / Common Layout Land, as the Developer/Project Proponent/s may deem fit, for the purposes of effective maintenance and management of the entire Township Project including for common areas, amenities, and facilities (if any) of the Township Project / Phase/ Common Layout Land / Towers (as the case may be) at such time and in such a manner as the Developer/Project Proponent/s may deem fit to be known by such name as the Developer/Project Proponent/s may decide, within such period as may be prescribed under the Relevant Laws.
- (iii) Since the Phase / Common Layout Land forms part of the Township Project, and the Common Areas and common amenities are required to be maintained in accordance with the extant ITP/STP Policy, and with a view to preserve the intrinsic value of the Phase forming a part of the Township 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 /TMA (in the manner set out in Clause 24 below), the maintenance and management of the Township Project, without any reference to the Purchaser/s and other occupants of the Township Project, even after formation of the association/Apex Body/Apex Bodies on such terms and conditions as the Developer/Project Proponent/s may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purpose the Developer/Project Proponent/s may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.
- (iv) Make provisions for payment of outgoings /TMC to the association & the Apex Body/Apex Bodies/Project Proponent/s for the purposes of maintenance of

Building(s) / Tower(s) in which the Flat/Unit is located and the entire Township Project and the township level amenities, as the case may be.

22.2 The Purchaser/s hereby declares and confirms that except for the Parking Space(s) allotted by the Developer/ association/ Apex Body, the Purchaser/s do/es 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 Phase. The Purchaser/s further agree(s) and undertake(s) that the Purchaser/s shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer / association / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/the association/Apex Body shall deal with the parking space(s) in the manner Developer / association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

~~The Promoter 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 interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. The Promoter 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 interest of the Vendor/Lessor/Original Owner/Promoter 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 Phase is a part of a Larger Layout of the Larger Township Land and as such the Developer would be conveying the built-up area of the Building(s)/ Tower(s) to the association formed of the individual building(s)/ tower(s)/ wing(s) and the underlying Phase Land / Common Layout Land would be conveyed to the society/ Apex Body / Apex Bodies formed of the association within 3 (three) months from receipt of completion certificate of Larger Township Land. The Developer shall convey its title in respect of the Larger Township Land to the association / Apex Body / Apex Bodies. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the building(s)/tower(s) and underlying Larger Township Land to the association or Apex Body / Apex Bodies (as the case may be), the Purchaser/s shall

continue to pay all the outgoings as imposed by the concerned authorities and proportionate charges to the Developer from time to time.

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

22.5 The conveyance to be executed unto and in favour of the said society/ association formed of the individual building(s)/ tower(s) shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions, and policies, bye-laws, rules and regulations of the ITP, framed by the said FMC/TMA.

22.6 The Developer may become a member of the association / Apex Body / Apex Bodies to the extent of all unsold and/or unallotted flat/ / unit(s), areas and spaces in the Building(s) / Tower(s).

22.7 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of the flat(s)/ unit(s)/premises(s) in the building/s / wing/s in the same proportion as the total area of the

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flat(s)/ unit(s) bears to the total area of all the flat(s)/ unit(s) /premises(s) in the said building(s) / tower(s).

23. Township Project

23.1 The control and administration of the entire Township Project at all times shall remain with the Project Proponent/s. The Purchaser/s is aware and hereby agrees and undertakes to:

(i) Comply with all directions/ orders/ rules and regulations made by the Project Proponent/s for the administration and management of the entire Township Project; and

(ii) Not to raise any claim / objection/ cause any hindrance to development of various other sectors/phases of the Township Project by the Project Proponent/s or any of its assignees/ nominees i.e. other sector developer & the Developer.

(iii) Pay maintenance charges for township level amenities to the Project Proponent/s or entities nominated by it, which would continue even after formation/conveyance of particular sector(s) association/ society.

(iv) Project Proponent/s shall be entitled to add additional lands in the Township Project as it may deem fit and upon the addition whereof, the Larger Township Land shall be deemed to include such additional lands.

23.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby un-equivocally consents and agrees to the following:

(i) The Project Proponent/s shall be entitled to modify / amend the layout (with respect to the Phase) without affecting the rights of the Purchaser/s in the Phase.

(ii) The Project Proponent/s is entitled to add additional lands in the Township Project as it may deem fit and upon the addition whereof, the Larger Township Land shall deem to include such additional lands.

(iii) Location of the township level amenities are subject to change.

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(iv) Project Proponent/s also reserves the right to remove or add on any township level amenities in terms of STP/ITP policy having regard to the overall development of the entire township.

(v) The amenities would be developed by the Project Proponent/s which shall be in terms of STP/ITP policy, which shall be available for use of public at large including the purchasers of other sectors.

(vi) The Project Proponent/s shall develop commercial Club House ('Recreation Club' as set out in part _ of Annexure “_”) which would be open to public at large on payment of such charges as may be decided by Project Proponent/s or by any of its assignees/ nominees from time to time.

(vii) Purchaser would be required to pay maintenance charges for township level amenities to the Project Proponent/s or entities nominated by it, which would continue even after formation/conveyance of particular sector/s association/society.

(viii) Sector level maintenance charges would be additionally paid by the Purchaser/s to the Developer or entities nominated by it.

(ix) The Project Proponent/s has/have the exclusive right to appoint TMA and such appointment shall not be challenged or objected to/by any of the Purchaser/s of the sector (including the Purchaser herein) or their association or Apex Body.

(x) The township level amenities shall be available for use by the Purchaser/s as per discretion of the Project Proponent/s upon payment of such fees as may be levied by the Project Proponent/s. The said township level amenities shall be available for use of other developer/s, and such persons entitled.

(xi) The Purchaser/s agrees to provide all the support and cooperation to the Project Proponent/s and/or TMA for maintenance and management of the Township Project.

23.3 The Purchaser/s shall have no claim to any other part of the Phase Land / Common Layout Land/ the said Land / Larger Township Land nor can he/she/they make any claim or raise any objection to the development of the other portions of the Phase Land/Common Layout

Land/ said Land/ Larger Township Land nor to any decision that the Developer and/or any of the Project Proponent/s may take in that regard.

23.4 The Developer shall have total discretion in the matter of development and maximum exploitation of the remaining portions of the Common Layout Land/ said Land and shall be entitled to develop, construct, sell and dispose of flats/units in the said Phase Land/ Common Layout Land/Said Land/ Larger Township Land as the case maybe.

24. Facility Management Company

24.1 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 6th Floor, BSB Capital, S. No. 80, CTS No. 1621 (P), Baner Road & Abhimanshree Road Junction, Baner Road, Pune – 411007 India, or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“**Facility Management Company/FMC**”) to manage, upkeep and maintain the Building(s)/Tower(s) together with other building(s)/tower(s) of the Phase/Common Layout Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas for the Building(s)/Tower(s) in the Phase/ Common Layout Land, amenities, common facilities. The Purchaser/s hereby agree and undertake to execute maintenance agreement with the Facility Management Company/FMC as and when called upon by the Developer / Facility Management Company. The Facility Management Company/FMC shall also be entitled, to collect common area maintenance charges, maintenance deposit, the outgoings, provisional charges, taxes, levies and other amounts in respect of the building(s)/tower(s) (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/FMC for maintenance, upkeep, management and control of the Phase, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. It is hereby clearly clarified, agreed and understood that the Facility Management Company/FMC shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies/common organization as the case may be. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming such agreement /contract/arrangement that the Developer/Project Proponent/s has or may have to enter into

with the Facility Management Company/FMC (“**FM Agreement**”). It is hereby clarified and the Purchaser/s agrees and authorizes the Developer / Project Proponent/s to appoint the first Facility Management Company/FMC for the said Phase / Common Layout Land and post formation of the society / association / Apex Body, as the case may be, the Developer/Project Proponent/s will novate the facility management agreement/ township management agreement in favor of the society / association / Apex Body, as the case may be, shall have the option to either continue with the Facility Management Company/FMC or appoint a new facility management company, provided that prior written consent of all the purchasers in the Phase are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer/Project Proponent/s shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / Apex Body / Apex Bodies/common organization for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company/FMC in the due course of such maintenance, management and control of the Phase, Building/Tower and/or common areas and/or common amenities for the Phase/ Common Layout Land, amenities and facilities thereto.

24.2 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 6th Floor, BSB Capital, S. No. 80, CTS No. 1621 (P), Baner Road & Abhimanshree Road Junction, Baner Road, Pune – 411007 India, or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“**TMA**”) to manage, upkeep and maintain the Township Project, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas for the Township Project, amenities, common facilities. The Purchaser/s hereby agree and undertake to execute maintenance agreement with the TMA as and when called upon by the Developer /TMA. TMA shall also be entitled, to collect common area maintenance charges, maintenance deposit, the outgoings, provisional charges, taxes, levies and other amounts in respect of the building(s)/tower(s) (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 TMA for maintenance, upkeep, management and control of the Township Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. It is hereby

clearly clarified, agreed and understood that the TMA shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies/common organization as the case may be. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming such agreement /contract/arrangement that the Developer/Project Proponent/s has or may have to enter into with the TMA (“**TMA Agreement**”). It is hereby clarified and the Purchaser/s agrees and authorizes the Developer / Project Proponent/s to appoint the first TMA for the Township Project and post formation of the society / association / Apex Body, as the case may be, the Developer/Project Proponent/s will novate the township management agreement/ township management agreement in favor of the society / association / Apex Body, as the case may be, shall have the option to either continue with the TMA or appoint a new facility management company, provided that prior written consent of all the purchasers in the Phase are obtained for any discontinuation/non-renewal of the TM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new township management company It is further expressly understood that the Developer/Project Proponent/s shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / Apex Body / Apex Bodies/common organization for any act, deed, matter or thing committed or omitted to be done by the TMA in the due course of such maintenance, management and control of the Township Project amenities and facilities.

24.3 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/FMC/TMA.

24.4 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/FMC/TMA, for the purposes of framing rules for management of the Phase, its Building(s) / Tower(s)/ wing(s), common areas, common amenities and common facilities and use of the Flat(s)/ Unit(s)/ /parking areas by the Purchaser/s for ensuring safety and safeguarding the interest of the purchasers of the flat(s)/ unit(s) in the Phase and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and/or other purchasers of the flat(s)/ unit(s) of the Phase.

25. Fit out Manual

25.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / Apex Body / Apex Bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of the flat/ unit(s) in the Building(s) / Tower(s). The Fit-Out Manual will be shared at the time of handing over possession of the Flat/Unit. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat/Unit or the Building(s) / Tower(s), the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Flat/Unit and/or Building(s) / Tower(s) 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 Flat/Unit or the Building(s) / Tower(s) (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 Flat/Unit. 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 Flat/ Unit or the Building(s) / Tower(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat/Unit or the Building(s) / Tower(s).

25.2 Upon the possession of the Flat/Unit being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer, its engineers, workmen, laborers or architects to enter upon the Flat/Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building(s) / Tower(s) or if necessary any part of the Flat/Unit provided the Flat/Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the 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 Flat/Unit as aforesaid. If the Flat/Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building(s) / Tower(s) and/or purchasers therein, the Purchaser/s consent(s) to the Developer to break

open the lock on the main door/entrance of the Flat/Unit and the Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Flat/Unit.

26. Representations and Warranties of the Developer

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

- (i) Save and except the mortgage created in favour of ICICI Bank Limited, the Developer has clear and marketable title with respect to the Phase Land subject to what is set out in the Title Certificate annexed to this Agreement and what is set out under this Agreement and has the requisite rights to carry out development upon the Phase Land and also has actual, physical and legal possession of the Phase Land for the implementation of the Phase;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase and shall obtain requisite approvals from time to time to complete the development of the Phase;
- (iii) There are no encumbrances upon the Flat/Unit or Phase Land or Phase except those disclosed in the Title Certificate/RERA Website;
- (iv) There are no litigations pending before any Court of law with respect to the Phase Land or Phase except as mentioned in the Title Certificate and the RERA website;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Township Project including the Common Layout Land, Phase Land and said Building(s)/ Tower(s) 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 Township Project, Common Layout Land, Phase Land and said Building(s) / Tower(s) /wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all Relevant Laws in relation to the Township Project, said Land, Common Layout Land, Phase Land, Building(s)/ Tower(s);

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- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Common Layout Land, including the Phase Land and the said Flat/Unit which will, in any manner, adversely affect the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/Unit to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building(s) / Tower(s) to the association of the Purchaser/s in the form and manner the Developer may deem fit;
- (x) The Developer has/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 Phase/said Land/Common Layout Land to the competent authorities till handing over possession of the Flat/Unit to the Purchaser/s;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Phase/Phase Land except those disclosed in the Title Certificate.

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

27.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Phase Land / Common Layout Land any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of the flat/ unit(s) in the Building(s) / Tower(s) being constructed on the Phase Land / Common Layout Land (present and future) at all times and the right of access to the Phase Land / Common Layout Land for the purpose of installing, repairing, maintaining

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and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Phase Land / Common Layout Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Phase Land / Common Layout Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Phase Land / Common Layout Land appurtenant to each and every building/tower to be constructed on the Phase / Common Layout Land (including the Building(s)/ Tower(s)) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of the flat/ unit(s) in building(s) / tower(s) constructed on the Phase Land / Common Layout Land till such time the Larger Township Land is handed over to the association/society/condominium/limited company/Apex Body/Apex Bodies.

27.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Flat/Unit to be executed in respect of the sale/transfer of the / Flat(s) / Unit(s) in the building(s)/tower(s) to be constructed on the Phase Land / Common Layout Land. The Purchaser/s hereby expressly consents to the same.

28. Brand Name & Project Name

28.1 It is agreed by the Purchaser/s that the name of the Phase “Godrej Urban Retreat” or of the individual buildings/towers may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.

28.2 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**”) which is one of the partners of the Developer herein. 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 Phase Land, and the Building(s) / Tower(s) However, it shall be the sole discretion of GPL to associate its name/ Brand name with the association / Apex Body / Apex Bodies (which would be formed gradually), on such terms and conditions as may deem fit by GPL. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held

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exclusively by the GPL. The Purchaser/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Purchaser/s and the association / Apex Body / Apex Bodies of the Flat/Unit purchasers shall not be entitled to change the name of the Phase / Building(s)/ Tower(s) without written consent of GPL.

29. Representations by Third Parties

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

30. Transfer

Only after

(i) payment of minimum 50% (fifty percent) of the Total Consideration by the Purchaser/s;

OR

(ii) a term of 1 year (i.e. twelve months) has elapsed from the date of Allotment Letter, AND on payment of minimum of 35% (thirty-five percent) of the Total Consideration by the Applicant(s),

the Purchaser/s may transfer his rights, title and interest in the Flat/Unit under this Agreement to any third person / entity after obtaining prior written consent of the Developer and shall be subject to the Purchaser/s not being in default to the terms of this Agreement together with the Payment Schedule. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs. 1,000/- (Rupees One Thousand only) per square meter plus taxes as applicable on the Total Area of the Flat/Unit to the Developer. However, in the case of first transfer, no transfer charges will be applicable. On such transfer recorded / endorsed by the Developer, the Purchaser(s) along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The Purchaser (s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

31. Obligations, Covenants, Representations of Purchaser/s

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

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- (i) To maintain the Flat/Unit at the Purchaser/s's own cost in good and tenantable repair and condition from the date of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building/ tower in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building/ tower in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/tower in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building/ tower in which the Flat/Unit is situated, including entrances of the building/ tower in which the Flat/Unit is situated and in case any damage is caused to the building/ tower in which the Flat/Unit is situated or the Flat/Unit 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) The Purchaser/s hereby agrees and confirms that in the event of non-availability of water or insufficient water supply from the concerned water department/local authority/gram panchayat (as the case maybe) for any reason, if water supply/connection is required to be obtained from outside sources or through private vendor(s), such as water tankers or otherwise, the Purchaser/s shall not raise any objection in this regard and further agrees and undertakes to bear all costs and expenses towards such procurement, treatment and distribution of water supply on pro-rata basis. The Purchaser/s further agrees and undertakes to bear and pay all such charges towards his/her proportionate share from the Possession Date (as defined under Clause 16.1) in the manner as may be demanded by the Developer/society/association/apex body from time to time.
- (iv) To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building/ tower in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of

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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.

- (v) Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/ tower in which the Flat/Unit is situated nor shall demand partition of the Purchaser's interest in the Flat/Unit and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building/ tower in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrdis or other structural members in the Flat/Unit without the prior written permission of the Developer and/or the society or the limited company or federation or Apex Body.
- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Phase Land / Common Layout Land and the building(s)/ tower(s) in which the Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the Phase Land and the building(s)/ tower(s) in which the Flat/Unit is situated.
- (viii) That the dry and wet garbage shall be separated and the wet garbage generated in the building(s)/ tower(s)/ wing(s) shall be treated separately on the Phase Land / Common Layout Land/said Land by the residents/occupants of the building(s)/ tower(s) in the jurisdiction of PMRDA.
- (ix) Pay to the Developer within (15) fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, drainage, telephone, gas ,electricity or any other service/utility connection to the building(s)/ tower(s) in which the Flat/Unit is situated.
- (x) 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

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other public authority, on account of change of user of the Flat/Unit by the Purchaser/s for any purposes other than for the purpose for which it is sold.

- (xi) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of the flat(s) unit(s) in the building(s)/ tower(s)/ wing(s) or other occupants or users of the building(s)/ tower(s), or visitors to the building(s)/ tower(s), and also occupiers of any adjacent, contiguous or adjoining properties;
- (xii) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat/Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xiii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/Unit/s in the Building, without the prior written permission of the Developer/association/concerned authorities;
- (xiv) After possession of the Flat/Unit is handed over the Purchaser/s, the Purchaser/s may insure the Flat/Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (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 Flat/Unit 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 society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building(s) /tower(s) and the Flat/Units

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therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat/Unit in the building/ tower 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 of all structures of the building/towers in the Phase is executed in favour of society/limited society, 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 building(s)/ tower(s) or any part thereof to view and examine the state and condition thereof.

(xix) Till a conveyance of the Phase Land/Common Layout Land / Township Land is executed in favour of Apex Body or federation the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Phase Land / Common Layout Land / Township Land or any part thereof to view and examine the state and condition thereof.

(xx) Usage of Flat/Unit Areas and Parking Space(s) by Purchaser

The Purchaser/s agree(s) to use the Flat/Unit or any part thereof or permit the same to be used only for the purpose of residential use as permitted under the Relevant Laws. . The Purchaser/s further agree(s) to use the Parking Space(s) only for the purpose of keeping or parking his/ her/ its/ their vehicle.

(xxi) 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 co-operative society/condominium/limited company/apex organization being applicable to all occupants in the Phase/Common Layout Land.

(xxii) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat/unit and/or mock flat/unit 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 specification 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 Flat/Unit in the

Phase and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Township Project.

(xxiii) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Flat/Unit in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the 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.

(xxiv) 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 Flat/Unit 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.

(xxv) 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 Flat/Unit and/or Parking Space(s) by concerned authorities due to non-payment by the Purchaser/s or any other Flat/Unit purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

(xxvi) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under Clause 5.1 of this Agreement or as and when demanded by the Developer.

32. Rights of the Developer

32.1 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 Phase Land /Common Layout Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association / Apex Body / Apex Bodies and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable

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to pay any fees / charges to the association / Apex Body / Apex Bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

32.2 Retention

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

32.3 Unsold Flat/Unit(s)

32.3.1 All unsold and/or un-allotted flat/ /unit(s), areas and spaces in the Building(s)/Towers(s) / Phase, including without limitation, parking spaces and other spaces anywhere else in the Building(s)/Towers(s)/Phase Land/ Common Layout 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(s)/unit(s) and shall be entitled to enter upon the Phase Land and the building / tower/ Phase/ Common Layout Land to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

32.3.2 The Developer shall without any reference to the Purchaser/s, association / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/Flat/Unit(s)/premises(s)/unit(s) and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units in the Building / Tower/ Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / Apex Body / Apex Bodies. The Purchaser/s and / or the association / Apex Body / Apex Bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Apex Bodies.

32.4 Basement/Podiums

The Purchaser/s hereby consents to the Developer dividing the podium into Parking Space(s), store rooms, storage spaces and any other areas as may be decided by the Developer. The

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Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

32.5 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 Township 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.

32.6 Additional Construction

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

32.7 Mortgage & Security

In addition to what is set out under this Agreement, the Developer, if it so desires, shall be entitled to create security on the Phase Land and/or Common Layout Land and/or Said Land together with the building(s)/ tower(s) being constructed thereon (including the Building/ Tower) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat/Unit 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 Flat/Unit, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Larger Township Land (or any part thereof) and building(s)/ tower(s) constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause 22 above. The Purchaser/s hereby gives express consent to the Developer/Project Proponent/s to raise such financial facilities against security of the Township Project together with the building(s)/ tower(s) being constructed thereon

(including the Building/Tower) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/Unit agreed to be transferred hereunder.

33. Appointment of vendors for internet and cable facility

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

34. Right of Purchaser/s to the Flat/Unit 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 Flat/Unit or of the said Common Layout Land, Phase Land and Building(s)/ Tower(s) or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building/ tower is transferred to the society/limited company or other body and until the Phase Land is transferred to the Apex Body /federation as hereinbefore mentioned.

35. Binding effect

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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 appears for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer.

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

36. Entire agreement

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

The 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.

37. 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 Phase, Common Layout Land, Said Land and Township Project shall equally be applicable to and enforceable against any subsequent purchaser/s of the Flat/Unit, in case of a transfer, as the said obligations go along with the Flat/Unit for all intents and purposes.

38. 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 remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

39. Right to Amend

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

40. 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.

41. 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 Phase / Township Project, the same shall be in proportion to the Carpet Area of the Flat/Unit to the carpet area of all the Flat/Units in the Phase / Township Project.

42. 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.

43. Place of execution

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of

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the concerned Sub-Registrar of Assurances at Pune and this Agreement shall be deemed to have been executed at Pune.

44. Present for registration

The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease 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.

45. Notices

- 45.1 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: Mr./Ms. _____

Address: _____

Notified E-mail ID: _____

To the Developer:

Name: Manjari Housing Projects LLP

Kind Attention – _____

Address: _____

Notified E-mail ID: _____

- 45.2 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.

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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.

46 Satisfied with the Developer's title

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

47 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.

48 Stamp duty and Registration charges

The charges towards stamp duty and registration of this Agreement (including deficit amounts and/or penalty, if any) shall be borne by the Purchaser/s only.

49 Dispute Resolution

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

50 Governing Law

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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 Pune 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 ‘LARGER LAND’):

All that piece and parcel of land bearing Gat Nos. 124, 125, 126, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 148, 149, 150, 151, 152, 153, 155, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) totally admeasuring **41 Hectares 35.14 Ares** situated, lying and being at Village Manjari Khurd, Taluka Haveli, District Pune.

SECOND SCHEDULE

(DESCRIPTION OF SAID LAND):

All that piece and parcel of land bearing Gat Nos. 124, 125, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) admeasuring in the aggregate **23 Hectares 08.91 Ares** situated, lying and being at Village Manjari Khurd, Taluka Haveli, District Pune.

THIRD SCHEDULE

(DESCRIPTION OF LARGER TOWNSHIP LAND)

FIRSTLY – ‘MANJARI TOWNSHIP’

All that piece and parcel of land bearing Gat Nos. 124, 125, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 148, 149, 150, 151, 152, 153, 155, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) totally admeasuring **40 Hectares 44.97 Ares** situated, lying and being at Village Manjari Khurd, Taluka Haveli, District Pune.

SECONDLY – ‘WAGHOLI TOWNSHIP’

All that piece and parcel of land bearing Gat Nos. 1255/14, 1255/17, 1255/18, 1255/28, 1255/65, 1255/66, 1255/67, 1255/69, 1255/70, 1255/71, 1255/72 (part), 1255/73, 1265, 1267 (part), 1273, 1276/2, 1276/3, 1276/5, 1276/6, 1276/26, 1276/27, 1276/28, 1276/1A/2, 1276/34 and 1276/37 totally admeasuring **20 Hectares 14.50 Ares** situated, lying and being at Village Wagholi, Taluka Haveli, District Pune.

**FOURTH SCHEDULE
(DESCRIPTION OF PHASE LAND):**

All that piece and parcel of land bearing Gat/Survey Nos. 137(P), 124(P) and 125(P) totally admeasuring **14047 sq. meters** all situate, lying and being at Village Manjari Khurd, Taluka Haveli, District Pune **being part of Sector R 6** and demarcated by its boundaries as follows: –

On or towards the East : By CG-04

On or towards the West : By CG-03

On or towards the North: By CG-04

On or towards the South: By 30.00 M Wide RP road & Gut No 126

**FIFTH SCHEDULE
(DESCRIPTION OF FLAT/UNIT)**

Residential Flat/Unit No.	
Floor No.	
Tower No.	
Carpet Area of the Flat/Unit (in square meters)	
Exclusive Area of the Flat/Unit (in square meters)	

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Total Area of the Flat/Unit (in square meters)	
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IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement at Pune in the presence of attesting witness, signing as such on the day first above written.

Party	Signature / thumb impression	Photograph
SIGNED, SEALED & DELIVERED BY Within named Developer: Manjari Housing Projects LLP through its authorized signatory Mr. _____ vide resolution dated _____		
SIGNED & DELIVERED BY Within named Purchaser/s: 1. 2. 3.		
Witness:		

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

Party	Signature / thumb impression	Photograph
SIGNED, SEALED & DELIVERED BY Within named Developer: Manjari Housing Projects LLP through its authorized signatory Mr. _____ vide resolution dated _____		
SIGNED & DELIVERED BY Within named Purchaser/s: 1. 2. 3.		
Witness:		

Draft