

DRAFT WITHOUT PREJUDICE

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

AGREEMENT FOR SALE

This Agreement made at Mumbai this _____ day of _____ in the year Two Thousand and Eighteen.

Between

Sahakar Nagar Vibhag-2 Co-operative Housing Societies Limited, a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No.MUM/MHADB/HSB/(TC)/280/OC/ 12491/2006-2007 having its registered address at A3/492, Sahakar Nagar – 2, Road No.1, Chembur, Mumbai – 400 071, hereinafter referred to as the “**Society**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and assigns) of the First Part;

And

Godrej Redevelopers (Mumbai) Private Limited (PAN No. AAFCG0780R), (a subsidiary of Godrej Projects Development Private Ltd.), a Company incorporated under the Companies Act, 1956 having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), through its authorized representative **SECOND PART**;

And

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

_____, OR

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

OR

_____ (PAN NO. _____) a Company registered under the
Companies Act, 2013/Companies Act, 1956 having its registered office at
_____ and its
administrative/branch/regional office at _____
_____, through its authorized
representative Mr./Ms. _____ authorized vide Board Resolution dated _____,
herein after referred to as the "**Purchaser/s**", (which expression shall unless repugnant to the
subject, context or meaning thereof, shall always mean and include, in the case of individual
or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or
survivor of them & the heirs, executors & administrator of the last such survivor & in the
case of firm/company or any other organization, the said organization, their partners/
directors/ Owners, as the case may be, as well as its/their successor or successors & their
respective permitted assigns) of the **THIRD PART**.

The Society, Developer and the Purchaser/s are hereinafter collectively referred to as
"**Parties**" and individually as "**Party**".

WHEREAS:

A. The Maharashtra Housing and Area Development Authority ("**MHADA**") is the
owner of all that piece and parcel of land bearing Survey No.14 (Part) and City
Survey Nos.52 (Part) and 53 (Part) admeasuring 15577.52 square meters (as per
MHADA NOC dated 20-05-2014) and Tit-Bit Lands admeasuring 325.94 square
meters thereby aggregating to 15,903.46 square meters situated at Sahakar Nagar,
Chembur, Mumbai - 400 071 ("**Sahakar Nagar – II Layout/Land**") more

particularly described in the **First Schedule** hereunder written. The copy of the approved Layout Plan is annexed hereto and marked as **ANNEXURE“A”**. There are certain common amenities and facilities such as roads, playgrounds, recreation grounds, compulsory open spaces, reservations, for the use and enjoyment of the entire Sahakar Nagar II Layout;

B. In or about the year 1958, the Bombay Housing & Area Development Board (now known as MHADA) constructed tenements on the Sahakar Nagar -II Layout (“**Existing Structures**”) comprising of 200 (two - hundred) tenements (“**Tenements**”) for the lower income group segment;

C. The allottees/residents of the Tenements formed and registered 6 (six) co-operative housing societies under the provisions of the Maharashtra Co-operative Societies Act 1960;

D. In or about the years 1998 to 2011, by and under 6 (six) registered deeds of sale (“**Sale Deeds**”), MHADA conveyed the Tenements to the respective Societies for the consideration and in the manner specified therein;

E. At or about the same time, MHADA executed and registered 6 (six) Lease Deeds (“**Lease Deeds**”) with each of the Society. Each Lease Deed, leased portions of the Land to the respective Society on which its Tenements were constructed together with the land appurtenant and underneath thereto on the terms and conditions set out therein. The Lease Deeds comprised of an area cumulatively admeasuring 15,577.52 square meters (“**Leased Land**”). There are certain areas interspersed throughout the Sahakar Nagar II Layout admeasuring 325.94 square meters (“**Tit-Bit Lands**”), which have not yet been conveyed by MHADA to any of the Participating Societies;

F. Thus, the Societies became entitled to the Land including the common areas, amenities and facilities within the Sahakar Nagar II Layout (including recreation areas, roads, Tit Bit Lands etc.);

G. On 12th February, 2007, the Societies formed an association named Sahakar Nagar Vibhag-2 Cooperative Housing Societies Association Ltd., and got the same registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. MUM/MHADDB/HSG/(TC)/280/OC/12491/2006-2007 for the purposes of maintenance of common areas and facilities;

H. By and under a Development Agreement dated 28th March 2013 registered with the Sub - Registrar of Assurances at Kurla under Serial No. KRL1 - 4211 of 2013 executed between the 6 (six) Participating Societies (therein referred to as the

‘Samata Society’, ‘Shantidoot Society’, ‘Shantinath Society’, ‘Priyadarshani Society’, ‘Shantivan Society’ and the ‘Panchsheel Society’) therein referred to as First to Sixth Part, the Association (therein referred to as the ‘Association’) of the Seventh Part and the Developer (therein referred to as the ‘Developer’) of the Eighth Part, the Participating Societies in their capacity as lessees for their respective portions of the Land, granted the Developer, redevelopment rights to the Land;

I. By and under a Supplemental Development Agreement dated 10th April 2014 registered with the Sub - Registrar of Assurances at Kurla under Serial No. KRL-1/6774 of 2014 executed between the Participating Societies (therein referred to as the ‘Samata Society’, ‘Shantidoot Society’, ‘Shantinath Society’, ‘Priyadarshani Society’, ‘Shantivan Society’ and the ‘Panchsheel Society’) therein First to Sixth Part, the Association (therein referred to as the ‘Association’) of the Seventh Part and the Developer (therein also referred to as the ‘Developer’) of the Eighth Part, the terms of the Development Agreement were modified in the manner more particularly set out therein. The Development Agreement dated 28th March, 2013 and the Supplemental Development Agreement dated 10th April, 2014 are hereinafter collectively referred to as the “**Development Agreement**”;

J. Pursuant thereto MHADA vide its NOC dated 20.05.2014, granted its no objection, to undertake the redevelopment of the Societies in respect of the Land;

K. By and under 6 separate orders all dated 22nd March, 2016 passed by the Deputy Registrar of Co-operative Societies, MHADA, the Participating Societies have been merged with the Association and has been named as Sahakar Nagar Vibhag 2 Co-operative Housing Society Association Limited being the New Society and the Party of the First Part herein;

L. In terms of the Development Agreement read with the Supplemental Development Agreement, the Developer has *inter-alia*

(i) The right and obligation to develop and construct Part “A” land admeasuring in aggregate approximately 8805.55 square metres comprising of :

(a) A portion of the Land which currently admeasures approximately 6530.54 square meters (“**Rehab Land**”) and to construct thereon the rehab tenements having approximately 20,696 square meters carpet area (“**Rehab Component**”) to rehabilitate the 200 (two hundred) Members of the Participating Societies by constructing new flats (“**Rehab Premises**”). The buildings to be constructed on the Rehab Land which shall contain the Rehab Premises shall be referred to as

(“**Rehab Buildings**”). The said Rehab Buildings also includes Developers Free Sale Flats admeasuring an area of approximately 1981 square metres. In case the Developer is able to utilise further Free Sale FSI the same shall be used for constructing further Developers Free Sale Flats in the said Wing T1 to T8 in Rehab Component. The buildings to be constructed on the Rehab Land which shall contain the Rehab Premises along with the Developers Free Sale Flats shall be collectively referred to as “**Rehab Buildings**” and

(b) the balance portion of the land which currently admeasures approximately 2275.01 square meters (“Wing S1 Sale Land”) and the building constructed on the said Sale Land shall contain the Sale Premises which shall be referred to as the (“Sale Buildings”);

(ii) The right and obligation to develop and construct Part “B” land admeasuring in aggregate approximately 7097.91 square metres (“Wing S2 – S9 Sale Land”) and to construct thereon the Sale Land, sale component currently having a total carpet area (FSI) of approximately **42100** square metres or such further carpet area as may be sanctioned from time to time which is permissible to be utilised in the sale component (“**Sale Component**”) for the construction of premises (“**Sale Premises**”). The buildings to be constructed on the Sale Land which shall contain the Sale Premises shall be referred to as (“**Sale Buildings**”).

Wing S1 Sale Land and Wing S2 –S9 Sale Land shall hereinafter collectively referred to as “Sale Land”.

The land admeasuring approximately 7097.91 square metres and the balance portion of land admeasuring approximately 2275.01 square metres, thereby aggregating to 9372.92 square metres shall be collectively referred to as “Sale Land”. The sale component to be constructed on the Sale Land by utilizing the built up area shall be referred to as “the Sale Component”. The buildings to be constructed on the Sale Land which shall contain the Sale Premises shall be referred to as “**Sale Buildings**”.

The Rehab Buildings and the Sale Buildings shall hereinafter collectively referred to as “the Buildings”.

M. The Developer shall carry out construction of the Buildings in the Project in accordance with the plans, designs and specifications approved by the concerned local authority and

which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them. 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 of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the Project, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

- (i) the Rehab Building consists of 8 (eight) interconnected wings i.e. Wing T1, Wing T2, Wing T3, Wing T4, Wing T5, Wing T6, Wing T7 and Wing T8 comprising of one basement, stilt, podium and fourteen upper floors, consisting of the Rehab Component and the Developers Free Sale Flats;
- (ii) the Sale Building shall consist of one standalone Wing known as S1 comprising of two levels of basements, stilt and fourteen upper floors and 8 (eight) interconnected wings i.e. Wing S2, Wing S3, Wing S4, Wing S5, Wing S6, Wing S7, Wing S8 and Wing S9 with two levels of common basement, stilt and fifteen upper floors completely available for sale along with various common amenities and facilities including but not limited to standalone car parking tower (“Car Parking Tower”) in the said Project as defined below.

The buildings/wings referred in (i), and (ii) above shall hereinafter be referred to as the **“said Project”**.

N. The development of the Land has been undertaken under a redevelopment scheme under the provisions of Regulation 33(5) of the Development Control Regulations of Greater Mumbai, 1991 (**“DCR”**) and such other applicable provisions therein, including any incentive scheme as may be sanctioned from time to time;

O. Pursuant to the Development Agreement, the Developer is seized and possessed of and otherwise well and sufficiently entitled to the Project Land, which Land is more particularly described in the **First Schedule** hereunder written and shown delineated by Black colour on the Plan thereof hereto annexed as **Annexure A** including the right and authority to implement and exploit all of the development rights and other interests held in relation to the sale building/s comprised in the Sale Building/s on the Sale Land by utilizing the Sale Component of the Project (**“Sale Project”**) on the terms and conditions as mentioned therein;

P. All the requisite approvals and sanctions for the development of the Land from MHADA, Municipal Corporation of Greater Mumbai (“**MCGM**”) and all other relevant statutory authorities has been duly applied for and/or obtained by the Developer in accordance with the law and/or the planning requirements;

Q. Pursuant to the Development Agreement, the Developer has commenced construction of the project known as ‘Godrej Prime’; The Developer, in the said Project, is developing the layout of the Sale Project *inter-alia* by constructing Sale Building/s (comprised in the Sale Component) on the Land by having a right to utilize the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by MHADA / MCGM and/or the concerned authorities in accordance with the DCR, applicable laws and such other laws, rules and regulations as may be in force at present and/or at any time hereafter;

R. In furtherance thereto, the Developer has proposed a layout plan (“**Layout**”) for the development of the said Land. The Developer had made application to the [Municipal Corporation of Greater Mumbai] (“**MCGM**”) for the sanction of the entire proposed Layout of the said Land, which proposed Layout has been sanctioned by [MCGM] on the terms and conditions more particularly set out therein.

S. The said Land is presently accessible from the Shell Colony Road.

T. Based on its right and entitlement in terms of the MHADA NOC, the Developer is going to develop the Land and carry out the development of the Project Land in consonance with the Relevant Laws in the manner the Developer may deem fit. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

U. The Developer presently is developing the said Layout of the said Land (“**Project Land**”) more particularly described in the **First Schedule** hereunder written and shown delineated by red colour boundary line on the Plan thereof hereto annexed as **Annexure A** in the name and style of “Godrej Prime” for predominantly residential use consisting of 3 nos. of Building(s) / 17 Wing(s) (“Project”).

V. The Developer has appointed M/s. Aakaar Associates as their Liasoning Architects having its office at Ground floor, Satyanarayan Prasad Commercial Centre, Dayaldas Road, Vile Parle East, Mumbai – 400 057 and M/s. P.G. Patki Architects (“Architects”) having its office at 1st Floor, Calcot House, 8, Tamarind Lane, Fort, Mumbai 400001. , as their Architects and

entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

W. The Developer has appointed M/s. Raje Structural Consultants Pvt. Ltd. (“Structural Engineers”) having its office at Sakaar, RSC-4, 391-217A, Sector – 1, Gorai, Borivali (West), Mumbai 400091, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

X. The Developer through its Architect submitted the building plans in respect of the Project for sanction thereof and MCGM has sanctioned the same. MCGM has issued Intimation of Disapproval (IOD) bearing Ref. No. CE/6744/BPES/AM dated 5th August, 2014 for (Rehab Buildings and S1 Tower) and IOD No. CE/6743/BPES/AM dated 7-08-2014 (for S2 to S9) of the Project. The Developer has also obtained Commencement Certificate bearing Ref. No. CE/6744/BPES/AM dated 10-08-2015 (for Plot-1) and CE/6743/BPES/AM dated 10-08-2015 (for Plot-2) from MCGM permitting the construction/development of the Project which is annexed hereto and marked as **Annexure “A-1 (Colly)”**.

Y. 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 **Mumbai** under no **P51800000519**; authenticated copy is attached in **Annexure ‘I’**.

Z. The Developer has sole and exclusive right to sell the Flat in the said Building/s to be constructed by the Developer in the said Project Land and to enter into Agreement/s with the Purchaser/s of the Flat and receive the sale consideration in respect thereof;

AA. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;

BB. The authenticated copy of Certificate of Title issued by M/s. Wadia Ghandy & Co., Advocates & Solicitors of the Developer, authenticated copies of Property card showing the nature of the title of the Developer/Society to the Project Land on which the Flat is /are constructed or are proposed to be constructed have been annexed hereto and marked as **Annexure 'B'** and **Annexure 'C'**, respectively.

CC. The authenticated copy of the Layout plan of the Land as approved by the concerned local authority is been annexed hereto and marked as **Annexure ‘D’**.

DD. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building.

EE. While sanctioning the said Land concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Land and the said Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.

FF. The Developer has accordingly commenced construction of the said Building/s in accordance with the said proposed Plans.

GG. The Purchaser/s has/have applied to the Developer for allotment of a Flat No. ____ on ____ floor in Wing ____ (“**Flat**”) being constructed in the said Project and ____ independent car parking space(s) / ____ dependent car parking space(s) (“**Car park(s)**”) in the Building(s)/Wing(s) located in the Sale Building in the Project;

HH. The Carpet Area of the said Flat is ____square meters and Exclusive Areas of the said Flat is ____square meters aggregating to ____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/.

II. The authenticated copies of the Plan of the Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by [MCGM] have been annexed and marked as **Annexure ‘E’**. The specification to be provided in the Flat is hereto annexed and marked as **Annexure ‘F’**. The Common Areas is hereto annexed and marked as **Annexure ‘G’** and Facilities appurtenant to the said Flat is hereto annexed and marked as **Annexure ‘H’**;

JJ. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

KK. Prior to the execution of these presents the Purchaser/s has /have paid to the Developer a sum of **Rs. _____ (Rupees _____)**, being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

LL. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of the Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

MM. 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 Flat and the parking (if applicable).

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

1. The Recitals, Annexure and Schedule in and to this Agreement shall form an integral and operative part of this Agreement and in the interpretation of this Agreement and in all matters relating to the development of said Project Land, as if the same were set out and incorporated verbatim in the operative part and are to be interpreted, construed and read accordingly;

2. Construction

2.1 The Developer shall construct

- (i) the Rehab Building consists of 8 (eight) interconnected wings i.e. Wing T1, Wing T2, Wing T3, Wing T4, Wing T5, Wing T6, Wing T7 and Wing T8 comprising of one basement, stilt, podium and fourteen upper floors, consisting of the Rehab Component and the Developers Free Sale Flats.;
- (ii) the Sale Building shall consist of one standalone Wing known as S1 comprising of two levels of basements, stilt and fourteen upper floors and 8 (eight) interconnected wings i.e. Wing S2, Wing S3, Wing S4, Wing S5, Wing S6, Wing S7, Wing S8 and Wing S9 with two levels of common basement, stilt and fifteen upper floors completely available for sale along with various common amenities and facilities including but not limited to one standalone car parking tower.

comprised in the said Project in accordance with the plans, designs and specifications as approved by MCGM from time to time. Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any major alteration or addition or

variations or modifications which may adversely affect the Apartment/Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the phase, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project Land is being developed by the Developer. The Purchaser/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout plan except for the current Project in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid Project if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

3. **Description of Flat, Car Park(s) and Common Areas and Facilities & Total Consideration**

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

(a) A residential Flat bearing no. _____ on the _____ floor of the Wing _____ (“**Flat**”), which is more particularly described in the **Second Schedule** hereunder written and shown in brown hash on the plan thereof thereto annexed as Annexure **E**;

(b) _____ Parking space (“**Car Park(s)**”) located in the Sale Building in the Project.

constructed or being constructed in the Project, along with the right to use the Common Areas more particularly described in the **Annexure ‘G’** and Facilities more particularly described in the **Annexure ‘H’** .

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

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

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

Sr.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Flat.	
(ii)	Towards the Exclusive Areas of the Flat.	
(iii)	Towards Car Park(s).	
(iv)	Towards proportionate consideration for Common Areas charges including club house development charges calculated on the Carpet Area of the Flat.	
(v)	Towards Facilities as set out in Annexure <u>H</u> .	

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)/Wing(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Flat, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under **Clause 5.1**. All these monetary adjustments shall be made at the same rate per square meter as agreed in **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 _____)** in the following manner:-

Sr. No.	Milestone	%	Rupees
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(i)	On Booking of the said Flat	10%	
(ii)	Within 30 days from the date of registration of Agreement for sale	10%	
(iii)	On Commencement of Excavation	10%	
(iv)	On Completion of Basement 1 Slab	5%	
(v)	On Completion of Plinth of the Flats Building / Wing	15%	
(vi)	On Completion of slab of 3rd floor of the building or wing in which the said Flat is located	7.5%	
(vii)	On Completion of slab of 6 th floor of the building or wing in which the said Flat is located	7.5%	
(viii)	On Completion of 9 th floor of the building or wing in which the said Flat is located	7.5%	
(ix)	On Completion of 12 th floor of the building or wing in which the said Flat is located	5%	
(x)	On Completion of terrace slab of the building or wing in which the said Flat is located	2.5%	
(xi)	On Completion of the Walls of said Flat	4%	
(xii)	On Completion of internal plaster, floorings, doors and windows of the said Flat and lift wells up to the floor level of said Flat	5%	
(xiii)	On Completion of sanitary fittings, staircases, lift wells,lobbies upto floor level of said Flat and external plumbing and external plaster, terraces with waterproofing, of the building or wing in which the said Flat is located	5%	
(xiv)	On Completion of elevation of the building or wing in which the said Flat is located and completion of lifts	10%	
(xv)	On Completion of water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of the said flat, and	6%	
(xvi)	At the time of handing over possession of the Flat or on receipt of the Occupation Certificate or Completion Certificate		
Total			

- 5.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- 5.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “Godrej Redevelopers (Mumbai) Private Limited”.
- 5.4 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary:
- | | |
|---------------------------|--|
| Beneficiary's Name | : Godrej Redevelopers (Mumbai) Private Limited |
| Beneficiary's Account No. | : 916020028244466 |
| Bank Name | : Axis Bank Ltd |
| Branch Name | : Mulund (West) |
| Bank Address | : Konark Darshan, New Survey 1000, CTS No. 1195,
Zaver Road, Mulund (West), Mumbai- 400 080 |
| Swift Code | : AXISINBB108 |
| IFSC Code | : UTIB0000108 |
- 5.5 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “Godrej Redevelopers (Mumbai) Private Limited”.
- 5.6 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The

Purchaser/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s

5.7 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under **Clause 20** below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

5.8 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority (ies), local bodies/government, competent/planning authorities ("**Authorities**") from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities.

6. **Taxes**

6.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Service 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.

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.

6.2 In addition to the aforementioned Taxes, cesses, charges, levies, etc., if any, payable by the Purchaser/s, the Purchaser/s is/are also required to pay Goods & Services Tax (GST) as prescribed under the Relevant Laws/ GST Law as and when called upon by the Developer.

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

7. **Tax Deducted at Source**

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

8. **Payment of Other Charges**

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

Sr. No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for 24 months.	Rs._____-/-
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer	Rs._____-/-
(iii)	Estimate amounts towards Common Area Charges & External Utility Charges	Rs. _____-/-
(iv)	LUC	Rs._____-/-
	Total:	Rs._____-/-

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

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body	Rs._____-/-
(ii)	Estimate Legal Charge amount for formation and registration of the society or limited company / federation / Apex Body	Rs._____-/-

(iii)	Estimate amounts for deposit towards water connection charges	Rs. _____/-
(iv)	Estimate amounts for deposit towards electric connection charges	Rs. _____/-
	Total:	Rs. _____/-

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

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

10. **Developer to appropriate dues**

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

11. **Time is of essence**

- 11.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 11.2 Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in **Clause Nos.** herein above.

12. **Interest**

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

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

13. **Floor Space Index**

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

13.2 The Developer declares that FSI potential available in respect of the Project Land is 75143.85 square meters approximately and the Developer has planned to utilize FSI of 75143.85 square meters approximately on the said Project by utilizing the FSI of the said Land or by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

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

13.4 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or transferable development rights (“**TDR**”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner as the Developer deems fit.

- 13.5 The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal in the Project 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 Projects to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Land.
- 13.6 Neither the Purchaser/s nor any of the other purchasers of the flat(s)/premises/units in the buildings being constructed on the Project Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of flat(s)/premises/units in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) / 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 Project 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 Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.
- 13.8 The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the MCGM and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to

develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose of, sell or transfer the same in such manner as the Developer may deem fit.

14. **Adherence to Sanctioned Plans**

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

15. **Possession**

15.1 The Developer shall offer possession of the Flat to the Purchaser/s, after obtaining the Occupation Certificate for the Flat on or before **31st December, 2020 (“Delivery Date”)**, and shall also endeavor to deliver the Common Areas and Facilities as mentioned in **Annexure ‘G’** and **Annexure ‘H’** respectively on or before 31st May 2021 subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities such as the roof top amenities and Club House shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (**“Extension Event”**). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

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

16. **Manner of Taking Possession**

16.1 The Purchaser/s shall take possession of the Flat within 15 (fifteen) days from the date Developer offering possession of the Flat, by executing necessary documents,

indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. Upon receiving possession of the Flat or expiry of the said 15 (fifteen) days from offering of the possession (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Purchaser/s.

16.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the Total Area of the Flat (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

16.3 It is hereby agreed between the Parties that upon receipt of occupation certificate for the Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Flat within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Flat.

17. **Outgoings**

17.1 From the Delivery Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

- 17.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
- 17.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. Defect Liability Period

- 18.1 If the Purchaser brings to the notice of the Developer any structural defect in the Flat/Building(s)/Wing(s) within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.
- 18.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause 23.2), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

19. Foreign Exchange Management Act

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Flat are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable

property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

20. Anti-Money Laundering

20.1 The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).

20.2 The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

20.3 The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the Flat nor have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

21. Default By Purchaser/s

21.1 In the event if the Purchaser/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all

other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms, conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.

- 21.2 In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "**Non-Refundable Amount**"). 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 including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

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

In the event, the Purchaser/s intends to terminate this Agreement, 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 20.2 and the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion.

22. **Association Structure**

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

- (i) form association of the purchasers of flat(s)/premises/units in the Building(s) (being either a co-operative society/condominium/limited company or combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.
- (ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) (“**Apex Body**”) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) (“**Apex Bodies**”) for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
- (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in **clause 22 below**), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer may deem fit and the

Purchaser/s hereby gives their unequivocal consent for the same. For this purpose the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.

- (iv) Make provisions for payment of outgoings/CAM to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Flat is located and the entire Project.

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

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

22.3 The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Developer would be conveying only the built-up area of the Building (except the basement and podium) to the association formed of the individual building(s)/wing(s), which shall not be later than 2 (two) years from the date of handover all the Flat in the Building(s)/Wing(s) to respective purchasers of the Building(s)/Wing(s) and the underlying Project Land would be conveyed to the Apex Body / Apex Bodies formed of the association in such parts as the Developer may deem fit. The Developer shall convey its title in respect of the Land to the association / Apex Body / Apex Bodies within such period as the Developer may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the flats/premises / commercial office / units in the said Building/s / Wing/s and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it has

understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Developer from time to time.

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

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

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

23. **Facility Management Company**

23.1 By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or

any other person (“**Facility Management Company**”) to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser’s proportionate share of the outgoings as provided under **Clause 8** above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

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

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

24. **Fit out Manual**

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

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

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

25. 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) The Developer has clear and marketable title with respect to the project land; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual,

physical and legal possession of the Project Land for the implementation of the Project;

- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Flat or Project Land or the Project except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, Building/wing and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;

- (x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

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

- 26.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of flat(s)/premises/units in the Building(s)/Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project 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 Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of flat(s)/premises/units in building constructed on the Project Land till such time the Land is handed over to the association/society/condominium/limited company/Apex Body/Apex Bodies.
 - 26.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Flat to be executed in respect of the sale/transfer of flat(s)/premises/units in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.
- 27. Brand Name & Project Name**
- 27.1 It is agreed by the Purchaser/s that the name of the Project “Godrej Prime” or of the individual towers may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.

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

28. **Representations by Third Parties**

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

29. **Transfer**

Only after (i) payment of minimum 50 percent of the Total Consideration by the Purchaser/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated _____whichever is later from (i) and (ii), the Purchaser/s may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the 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.4531/- (Rupees Four Thousand Five Hundred Thirty One only) per square meter plus taxes as applicable

on the Total Area of the Flat to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

30. Obligations, Covenants, Representations of Purchaser/s

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

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

the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Flat without the prior written permission of the Developer and/or the society or the limited company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- (vii) That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the Project Land by the residents/occupants of the building in the jurisdiction of Municipal Corporation of Greater Mumbai ("MCGM").
- (viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, drainage, telephone, gas, electricity or any other service/utility connection to the building in which the Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of flat(s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;

- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Building, without the prior written permission of the Developer/association/concerned authorities;
- (xiii) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Building in any manner whatsoever.
- (xiv) Not to shift or alter the position of the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat / Building in any manner whatsoever.
- (xv) The Flat Purchasers shall not display at any place in the said Flat / Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Flat Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the Building or common areas therein or in any other place or on the window, doors and corridors of the Building.
- (xvi) After possession of the Flat is handed over the Purchaser/s, the Purchaser/s may insure the Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (xvii) 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.
- (xviii) 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 until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.

- (xix) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xx) Till a conveyance of the structure of the building in which Flat is situated 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 buildings or any part thereof to view and examine the state and condition thereof.
- (xxi) Till a Lease of the Project Land and the conveyance of the Building on which the building in which Flat is situated is executed in favour of the society/ Apex Body or federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.
- (xxii) Usage of Flat Areas & Car Parks by Purchaser
The Purchaser/s agree(s) to use the Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser/s further agree(s) to use the garage or parking space only for purpose of keeping or parking car.
- (xxiii) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire Flat in the Project and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

- (xxiv) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Flat in the Project 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.
- (xxv) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xxvi) 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 and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

31. Rights of the Developer

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

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

31.2 Hoarding rights

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project 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 to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

31.3 Retention

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

31.4 Unsold flat

- (i) All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Project and Project 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 flat(s)/premises/units and shall be entitled to enter upon the Project Land and the Building / Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- (ii) The Developer shall without any reference to the Purchaser/s, 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 flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different flat(s)/premises/units in the Building / Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the society/ 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. Basement/Podiums

The Purchaser/s hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell,

let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Project to the extent permissible under the Relevant Laws.

33. Assignment

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

34. Additional Construction

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

35. Mortgage & Security

The Developer if it so desires shall be entitled to create security on the development rights on the Project Land together with the Developer's Free Sale Components' building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before handing over the Developers Free Sale Component on of the Project Land (or any part thereof) and building/s constructed thereon in favour of the society/ association / apex body / apex bodies in accordance with **Clause 21** above. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the development rights on the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be transferred hereunder.

36. Right of Purchaser/s to the Flat and Common Areas

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

37. **Binding effect**

Executing this Agreement with the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s appear/s for registration of this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser/s.

38. **Entire agreement**

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

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

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

40. **Severability**

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

41. **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.

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

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

43. **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.

44. **Place of execution**

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

execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Mumbai.

45. 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.

46. Notices

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

To the Purchaser:

Name:

Address:

Notified E-mail ID:

To the Developer:

Name: Godrej Redevelopers (Mumbai) Private Ltd.

Address: Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway,
Vikhroli (East), Mumbai – 400079.

Notified E-mail ID: godrejprime@godrejproperties.com

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

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

47. Satisfied with the Developer's title

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

48. **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.

49. **Stamp duty and Registration charges**

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

50. **Arbitration**

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

51. **Governing Law**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

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

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

First Schedule
(Description of the Project Land)

ALL that piece or parcel of land bearing Survey No.14 (Part) and City Survey Nos.52 (Part) and 53 (Part) at Sahakar Nagar 2, Chembur “M” Ward (West), District Kurla, Mumbai 400 071, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows:

On or towards the North :30 feet Wide Road and near Sahakar Nagar-1

On or towards the East : 30 feet Wide Road and near SamajMandir Hall/Part Sahakar Nagar
3

On or towards the West : 30 feet Wide Road and near Sahakar Nagar-5

On or towards the South : 30 feet Wide Road and near Sahakar Nagar

The aggregate area of the six respective leasehold plots of the Societies including the proportionate rights to common areas, amenities and facilities within the sanctioned layout (recreation areas, roads, etc.) is 15,903.46 square meters including the Tit Bit Lands.

Second Schedule
(Description of the Flat)

Flat bearing No. _____ on the _____ floor in Wing _____ admeasuring _____ square meters carpet area and Exclusive Areas of the said Flat being _____ square meters aggregating to _____ square meters (“Total Area”) along with _____ (“Car Park’s”) located in the Sale Building in the Project.

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

SIGNED AND DELIVERED for and on behalf of)

SAHAKAR NAGAR VIBHAG-2)

SAHAKAR NAGAR VIBHAG-2

CO-OPERATIVE HOUSING SOCIETY)

LIMITED THROUGH ITS CONSTITUTED)

ATTORNEY **GODREJ REDEVELOPERS**)

(MUMBAI) PRIVATE LIMITED)

by its authorized representative)

Mr. Norbert Mendes)

in the presence of)

_____)

_____)

SIGNED AND DELIVERED for and on behalf)

of the above named Developer **GODREJ**)

REDEVELOPERS (MUMBAI) PRIVATE)

LIMITED by its authorized representative)

Mr. Norbert Mendes)

in the presence of)

_____)

_____)

SIGNED AND DELIVERED by the)

above named Purchaser

)

)

)

Mr./Mrs./Ms._____)

)

)

Mr./Mrs./Ms._____)

)

)

Mr./Mrs./Ms._____

)

)

in the presence of

)

)

)

OR

THE COMMON SEAL of the withinnamed)
Purchase_____)
was hereunto affixed pursuant to a)
Resolution of the Board of Directors of)
the Company passed on the _____ day)
of _____ 20__ in the presence of)
_____Director)
of the Company and _____)
_____Secretary of the)
Company who have set and subscribed)
their respective hands in the presence of)
_____)

OR

SIGNED SEALED AND DELIVERED for)
And on behalf of the Company by it's duly)
authorized representative._____)
_____in the)
presence of _____)

SIGNED AND DELIVERED by the)
withinnamed Purchaser Messrs_____)
_____)
by its Partner)
_____)
in the presence of _____)

RECEIPT

Received from within named Purchaser/s, a sum of **Rs. _____ (Rupees _____)** being part payment of the Total Consideration payable in terms of this Agreement plus taxes vide RTGS/Telegraphic Transfer directly into the bank account of the Developer being Account No. **916020028244466** with **AXIS** Bank, **Mulund West** Branch.

We say received

For GODREJ REDEVELOPERS (MUMBAI) PRIVATE LIMITED

(Developer)