

Agreement for Sale

This Agreement for Sale (Agreement) executed on this _____ day of _____ in the year _____,

By and Between

GODREJ PROPERTIES LIMITED (CIN No. L74120MH1985PLC035308), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400 079 and its corporate office at “Godrej Waterside” Tower II, Unit No.109, Plot no.5, Block DP, Sector V, Salt Lake, P.O. Sech Bhavan, P.S. Bidhannagar Kolkata-700 091 (PAN AAACG3995M) represented by its authorized signatory _____ (Aadhar No. _____) authorized vide Board resolution of the respective Board of Directors of the Company dated _____ hereinafter referred to as the “**Promoter/Owner/Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **ONE PART**.

AND

_____. (CIN No. _____) a company incorporated under the provisions of the Companies 2013/Companies Act, 1956, having its registered/administrative/branch/regional office at _____ (PAN _____), represented by its authorized signatory _____, (Aadhar No. _____) duly authorized vide Board Resolution dated _____,

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner _____, (Aadhar No. _____) duly authorized vide Partner’s Resolution dated _____;

[OR]

Mr./Mrs. _____ (Aadhar No. _____), son/daughter of _____, aged about _____ years, residing at _____ (PAN _____)

[OR]

Mr. _____, (Aadhar No. _____), son of _____, aged about ____ years, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____ (PAN _____),

hereinafter referred to as the “**Purchaser/s/Allottee/s**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of firm/company or any other organization, the organization, their partners/ directors/ Owners, as the case may be, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor, in case of a HUF the members or member for the time being of the said HUF, as well as its/their successor or successors & their respective permitted assigns) of the **OTHER PART**.

The Developer/Owner/Promoter, and the Purchaser/s/Allottee/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS :

For the purpose of this Agreement for Sale, unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

- i. **ACT:** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

- ii. **ARCHITECTS**: shall mean Dulal Mukherjee & Associates, the Architects appointed by the Promoter/Owner/Developer or such other Architect as the OWNER may appoint from time to time for the building complex.
- iii. **CAR PARKING SPACE**: shall mean the space in the parking area of the building complex expressed or intended or reserved by the Promoter/Owner/Developer for parking of motor cars/scooters/other vehicles.
- iv. **CARPET AREA**: means the net usable floor area of an Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat.
- v. **COMMON AREA AND COMMON PARTS**: shall mean common areas of the building known as “**Everest**” which would include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, common passage, drive ways, entrance gates, administrative and caretaker’s room, Toilet meant for common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Portion Co-Owners and/or Co-Occupiers more fully and particularly described in **Schedule D & E**, hereunder written.

- vi. **COMPLEX/PROJECT**: shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 22.90 acres be the same a little more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata- 700115, Ward No.14 of Panihati Municipality comprised in Mouza Sukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 (12.694 acres) and in Mouza Rambhadrabati J.L. No.07, P.S. Khardah, L.R. Khatian No.1023 (10.206 acres) more fully and particularly described in the **Part II of Schedule A** (hereinafter referred to as the “**said land**”) hereunder and any extended or added area thereto and the area of 2.51 acres, now vested in the State, upon being released or settled by the State in favour of the Promoter/Owner/Developer and the new building/s to be constructed thereon of which some building/s and any part of the building/s will be for commercial or mixed uses and purposes and the other remaining buildings will be for residential uses and purposes and each Tower in the complex will have a separate identification name and number as be decided by the Owner.
- vii. **CO-OWNERS**: according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Promoter/Owner/Developer, shall mean the Promoter/Owner/Developer.
- viii. **COMMON EXPENSES**: shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners and all other expenses for the common purposes of the tower known as “**Everest**” and the to be contributed, borne, paid and shared on actual by the Co-Owners.

- ix. **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and upkeeping the Common Areas and Service Installations, rendition of common services in common to the Co-Owners, collection and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Service Installations in common.
- x. **COMMON SPACE**: shall mean all spaces as defined under clause (m) of Section 2 of the Act, including but not limited to spaces open to sky at the ground floor level of the building including driveways, paths, passages, side spaces but excluding open car parking spaces.
- xi. **COMPLETION NOTICE**: shall mean the notice contemplated in clause 17 below.
- xii. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Purchaser/s/Allottee/s take actual physical possession of the Unit after fulfilling all his liabilities and obligations in terms of clause 17 hereinafter or the date next after expiry of the Completion Notice irrespective of whether Purchaser/s/Allottee/s take actual physical possession or not, whichever is earlier.
- xiii. **EXCLUSIVE AREAS**: means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s/Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s/Allottee/s and other areas appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s/Allottee/s

- xiv. **GROSS/ SUPER BUILT-UP AREA:** shall mean the carpet area plus exclusive area, if any plus the proportionate common area attributable thereto.
- xv. **HOLDING ORGANISATION:** shall mean a trust to be created under the Indian Trust Act by the Promoter/Owner/Developer at a later date with the first trustees being nominated by the Promoter/Owner/Developer to take over the overall charge of the said Complex from the Promoter/Owner/Developer and inter-alia for the purpose of managing and controlling the maintenance of the Complex or any Association/Apex Body formed under the relevant Laws.
- xvi. **MAINTENANCE BODY:** shall mean and include the Promoter/Owner/Developer or its Agency so long as the Promoter/Owner/Developer does not hand over the management of the new building complex to the Holding Organisation, and after the same is made over, the Holding Organisation.
- xvii. **PLAN:** shall mean the sanctioned plan of Panihati Municipality having No.1005 dated 11.03.2011 for construction of a multistoried, multi-use and residential building complex comprising of several independent building towers upon the “said land” to be known as GODREJ PRAKRITI. Together With all modifications and/or alterations thereto from time to time made or to be made by Promoter/Owner/Developer as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority.
- xviii. The expression **PURCHASER/S /ALLOTES/S** shall be deemed to mean and include:-

- (a) In case the Purchaser/s/Allottee/s be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
- (b) In case the Purchaser/s/Allottee/s be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators;
- (c) In case the Purchaser/s/Allottee/s be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Purchaser/s/Allottee/s be a company, then its successors or successors-in-interest;
- xix. **RULES:** means the West Bengal Housing Industry Regulation Rules,2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- xx. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017
- xxi. **SAID SHARE:** shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Tower in which the Unit agreed to be purchased hereunder by the Purchaser/s/Allottee/s and attributable to the said Unit.
- xxii. **SECTION:** means a section of the Act.
- xxiii. **SERVICE INSTALLATIONS:** shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits,

aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps with related equipments and soakways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water.

- xxiv. **SPECIFICATION**: shall mean the specification for the said Unit as mentioned in the **Schedule D** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- xxv. **TOWER**: shall mean a building consisting of several flats and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks.
- xxvi. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvii. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

WHEREAS:

- A. By virtue of the provisions of Sick Textiles Undertakings (Nationalization) Act, 1974, the textile undertaking of Bangasree Cotton Mills at Sukhchar, District North 24-Parganas which included all that the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises No.150, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality District North 24-Parganas as per details below:-

Mouza Sukchar, P.S. Khardah, R.S. Khatian No.88, R.S. Modified Khatian No.1839 comprised in :

Dag No.	Area (In Acres)
3446	.30
3422	.13
3420	.33
3426	.26
3413	.06
3416	.30
3423	.01
3468	.23
3469	.06
3470	.59
3470/3540	.28
3471	.13
3450	.84

3447	1.46
3450/3558	.22
3450/3459	.31
3472	.72
3477	.76
3466	.19
3475	.26
3464	.09
3465	.18
3473	.41
3474	.20
3467	.10
3452	1.30
3453	.12
3452/3539	.18
3421	.39
3454	.21
3451	.23
3424	.54

3425	.04
3432	.44
3460	.06
3461	.22
3462	.20
3463	1.41
3460/3538	.11
Total	13.87 Acres

And Mouza Rambhadrabati J.L. No.7, P.S. Khardah, L.R. Khatian No.940
comprised in :

R.S. Khatian No.	Dag No.	Area
116	283	.78
117	284	.26
126	287	1.39
127	286	3.17
128	288	1.74
127/357	285	.41

131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 acres

more fully and particularly described in the **Part I of Schedule A** hereunder written (hereinafter collectively referred to as the '**said entire land**'), became transferred to and/or vested in the Central Government on and from 1st April, 1974.

- B. The Central Government had transferred the custody and ownership of the said mill and the said entire land to National Textiles Corporation (West Bengal, Assam, Bihar & Orissa) Limited ("NTC") by virtue of the provisions of the said Act.
- C. NTC thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said entire land.
- D. The said entire land was duly mutated with the Panihati Municipality and having municipal premises No.150, Barrackpore Trunk Road, Kolkata in Ward No.14.
- E. The Board for Industrial & Financial Reconstruction (BIFR) had sanctioned the rehabilitation scheme of NTC by its order dated 15th February, 2002 and approved sale of its assets including the said entire land.

- F. NTC had in order to dispose of the said entire land, floated a tender dated the 19th day of January, 2007 for sale of the said entire land on 'as is where is and as is what is basis'.
- G. Pursuant to the said tender notice Happy Highrises Limited had submitted its bid on the 20th day of February, 2007 for purchasing the said land. The said bid was ultimately accepted by NTC.
- H. By an Indenture of Conveyance dated the 18th day of July, 2007 made between NTC, therein referred to as the Vendor of the One Part and Happy Highrises Limited, therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of said Happy Highrises Limited All That the said entire land absolutely and forever.
- I. Said Happy Highrises Limited had applied for and obtained mutation in respect of the said entire land in the records of the Block Land and Land Reforms Officer in R.S. Modified New Khatian No. 1886 of Mouza Sukchar and in L.R. Khatian No. 1023 of Mouza Rambhadrabati as well as in the records of the Panihati Municipality and the said premises was re-numbered as Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700115 in Ward No.14.
- J. Subsequently said Happy Highrises Limited had applied for conversion of the said entire land from factory land to bastu or homestead land before Sub-Divisional Land and Land Reforms Officer, Khardah.
- K. After scrutinizing the said application the concerned authority came to the conclusion that said Happy Highrises Limited was holding 2.51 acres of surplus

land and for that said Happy Highrises Limited filed an application on 12th day of May 2008, under Section 14Z of the West Bengal Land Reforms Act 1955 before the Principal Secretary and Land & Land Reforms Commissioner, West Bengal, for allowing it to hold surplus land.

- L. Thereafter Memo No.V-Cell-38/4311/L&LR(N)/08 dated 19.09.2008 was issued by the Additional District Magistrate & District Land and Land Reforms Officer, Barasat in which the said ADM & DL & LRO, Barasat recorded his findings in respect of resumption of the surplus land containing an area of 2.51 acres in Mouza Sukhchar P.S. Khardah (1.176 acres) of Land and in Mouza Rambhadrabati P.S. Khardah (1.334 acres) of land (hereinafter collectively referred to as the **Surplus Land**) and forwarded the same to the Joint Secretary, Land & Land Reforms Department for final consideration.
- M. The Joint Secretary to the Government of West Bengal, Land and Land Reforms Department confirmed the findings of ADM & DL & LRO, Barasat and came to the conclusion that said Happy Highrises Limited was unable to retain the said surplus land and intimated the same to ADM & DL & LRO, Barasat by Memo No.01(1)/235/08-ISJS(SR)-L dated 27th October 2008.
- N. Pursuant to the said decision of Joint Secretary to the Government of West Bengal, Land and Land Reforms Department the Surplus Land was ultimately resumed by the State of West Bengal under the supervision of the Revenue Officer on 11th day of November, 2008.
- O. The appeal from the said order of resumption filed by said Happy Highrises Limited before The Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas was also rejected.
- P. Said Happy Highrises Limited filed an application from the order of the said The Learned Collector & Additional District Magistrate & District Land & Land

Reforms Officer, North 24-Parganas before the West Bengal Land Reforms and Tenancy Tribunal, which was subsequently withdrawn.

- Q. By a Deed of Gift dated the 11th day of November, 2010 made between the said Happy Highrises Limited therein referred to as the Donor of the One Part and The Panihati Municipality therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, Barrackpore in Book No.I CD Volume No. 41 Pages 287 to 304 Being No. 11611 for the year 2010, said Happy Highrises Limited has made a free and absolute gift in respect of the piece and parcel of land containing an area of 1.3 acres more or less for construction of a Water Treatment Plant by the Panihati Municipality and lying situate at Mouza Rambhadrabati, J.L. No.7, P.S. Khardah L.R. Khatian No.940 comprised in –

R.S. Plot No.	L.R. Plot No.	Area (in acres)
130	290 (P)	0.174
129	289 (P)	1.048
129/363	282 (P)	0.065
131	291 (P)	0.001
116	283 (P)	0.012
	Total	1.300

- R. Thus the said Happy Highrises Limited was now absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 22.90 acres be the same a more or less out of the said entire land situate lying at and being part of municipal holding

No.187F/1, Barrackpore Trunk Road, Kolkata–700 115 in Ward No.14 of Panihati Municipality more fully and particularly described in the **Part II of Schedule A** hereunder written free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions trusts of whatsoever nature.

- S. The said Happy Highrises Limited had got a final plan duly sanctioned by Panihati Municipality having No.1005 dated 11th March 2011 for construction of a multistoried multi-use and residential building complex comprising of various independent building towers upon the “said land” now known as **GODREJ PRAKRITI**.
- T. By an application, being Company Scheme Petition No.23 of 2017 under Sections 391 to 394 of the Companies Act, 1956 and Sections 230 to 232 of the Companies Act, 2013 for amalgamation of the said Happy Highrises Limited with Godrej Properties Limited, was filed in the Hon’ble National Company Law Tribunal, Mumbai Bench and by an order dated 29th March 2017 passed by the the Hon’ble National Company Law Tribunal, Mumbai Bench, the Happy Highrises Limited was amalgamated and merged with Godrej Properties Limited (the Developer/Owner/Promoter herein).
- U. In view of the said amalgamation of the said Happy Highrises Limited with Godrej Properties Limited all assets, liabilities, right, title, interest and obligations of the Happy Highrises Limited have been transferred and vested with Godrej Properties Limited and on and from effective date of 1st day of May 2016 the said Happy Highrises Limited has become Godrej Properties Limited.
- V. In view of the above, the Promoter/Owner/Developer is the absolute and lawful owner of the Said Land, described in **Part II of Schedule A** hereunderwritten, which was transferred vide Conveyance dated the 18th day of July, 2007 made

between NTC and Happy Highrises Limited, registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007.

- W. The Said Land is earmarked for the purpose of building a multistoried multi-use residential building complex comprising multistoried apartment buildings and the said project shall be known as **GODREJ PRAKRITI** (“**Project**”)
- X. The Promoter/Owner/Developer is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter/Owner/Developer regarding the said entire Land on which the Project is to be constructed have been completed. Further, based on such rights and entitlements, the Promoter/Owner/Developer has presently commenced the development of one of the on-going tower named **Everest** at **Godrej Prakriti**, comprising of shared _____ basement, ground and __ upper floors, in consonance with the Relevant Laws in the manner the Promoter/Owner/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.
- Y. The Panihati Municipality has granted the commencement certificate to develop the project vide acceptance of the notice of commencement dated 31st day of December 2015.
- Z. The Owner/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or

building, as the case may be from the Panihati Municipality. The Promoter/Owner/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

AA. The Promoter/Owner/Developer has registered the Tower under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (“**Act**”) with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no _____.

BB. The Purchaser/s/Allottee/s had applied for an apartment/flat/Unit in the Tower _____ vide application no. _____ dated _____ and has been allotted apartment nos.____ having carpet area of _____ sq. mtr. , on _____ floor in Tower _____, along with garage/covered parking no. ____ admeasuring _____ sq.mtr. in the _____ (location of the garage/parking), as permissible under the applicable law and pro rata share in the common areas (“**Common Area**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**Unit/Flat/Apartment**” more particularly described in **Part III of Schedule A** and the floor plan or the apartment plan is annexed hereto and marked as **Schedule B**).

CC. 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

DD. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed therein.

- EE. The Developer/Owner/Promoter has sole and exclusive right to sell the Apartment/Flat in the said Tower to be constructed by the Developer/Owner/Promoter in the said Tower and to enter into Agreement/s with the Purchaser/s of the Apartment/Flat and receive the sale consideration in respect thereof;
- FF. On demand from the Purchaser/s/Allottee/s 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. 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.
- AA. 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/Owner/Promoter 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.
- AD. At or before execution of this Agreement the Purchaser/s -
- a. have fully satisfied themselves as to the title of the Developer/Owner/Promoter and the right of the Developer/Owner/Promoter in respect of the said land.

- b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the Developer/Owner/Promoter and agrees not to raise any objection with regard thereto.

- b. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Developer/Owner/Promoter on the said land.

- c. have verified the location and site of the said Unit including the egress and ingress thereof and also the area of the Unit as stated in this Agreement and agrees not to dispute the same.

- d. have acknowledged that the right of the Purchasers shall remain restricted to the said Unit.

- e. have acknowledged that the Developer/Owner/Promoter shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the said land and the Purchasers shall have no objection thereto.

- f. have satisfied themselves as to the Carpet area and built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.

AE. The Carpet Area of the said Unit is _____ square meters and Exclusive Areas of the said Unit is _____ square meters (“**Total Area**”). For the

purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Unit for exclusive use of the Purchaser/s. Prior to the execution of these presents the Purchaser/s has paid to the Developer/Owner/Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Unit agreed to be sold by the Developer/Owner/Promoter to the Purchaser/s.Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter/Owner/Developer both hereby admit and acknowledge) and the Purchaser/s/Allottee/s has agreed to pay to the Developer/Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AG. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Owner/Developer hereby agrees to sell and the Purchaser/s/Allottee/s hereby agrees to purchase the Unit and the garage/covered parking (if applicable).

AH. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project/Tower.

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

AJ. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Owner/Developer hereby agrees to sell and the Purchaser/s/Allottee/s hereby agrees to purchase the Unit and the Parking Space as specified in the **Part III of SCHEDULE A**.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows :

1. **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer/Owner/Promoter agrees to sell to the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s hereby agrees to purchase the [Apartment/Plot] as specified in **Part III of SCHEDULE A**.

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only) ("**Total Price**")
(Give break up and description) :

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square meters equivalent to square feet *
------------------------------------------------------------------------------------	-----------------------------------------------------------------

	Total Price (in rupees)	
Sr.No.	Particulars of Total Price	Rupees
(i)	Towards the Carpet Area of the Apartment.	
(ii)	Towards the Exclusive Areas of the Apartment.	
(iii)	Towards Car Park(s).	
(iv)	Towards proportionate Price for Common Areas charges including club house development charges calculated on the Carpet Area of the Apartment.	
(v)	Towards Facilities as set out in Annexure ____. <i>[Note: this will include Club house membership fees/charges, PLC and floor rise.]</i>	

20% of the Total Price shall be the booking amount (“**Booking Amount**”). Along with the aforementioned Total Price the Allotee agree(s) and undertake(s) to pay to the Developer/Owner/Promoter, amounts as specified **Schedule C** of this Agreement.

[AND] [if/as applicable]

Garage/Covered Parking-1	Price for 1
Garage/Covered Parking-2	Price for 2
Total price (in rupees)	

*

[AND] [if/as applicable]

Garage/Covered Parking-1	Price for 1
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Garage/Covered Parking-2	Price for 2
Total price (in rupees)	

Explanation :

- (i) The Total Price above includes the booking amount paid by the Purchaser/s/Allottee/s to the Developer/Owner/Promoter towards the Apartment/Unit.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Owner/Promoter by way of G.S.T., land under construction tax, property tax or other taxes, duties, Cess, levies, charges which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Apartment/Unit or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/Owner/Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Purchaser/s/Allottee/s and the project to the association of Purchaser/s/Allottee/s or the competent authority, as the case may be, after obtaining the completion certificate;
- Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/s/Allottee/s to the Developer/Owner/Promoter shall be increased/reduced based on such change/modification; The Purchaser/s/Allottee/s is/are aware that the Purchaser/s/Allottee/s has 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/Owner/Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the

Purchaser/s/Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- (iii) The Developer/Owner/Promoter shall periodically intimate in writing to the Purchaser/s/Allottee/s, the amount payable as stated in (i) above and the Purchaser/s/Allottee/s shall make payment demanded by the Developer/Owner/Promoter within the time and in the manner specified therein. In addition, the Developer/Owner/Promoter shall provide to the Purchaser/s/Allottee/s the details of the taxes paid or demanded in accordance to the Relevant Laws. ;
 - (iv) The Total Price of Apartment/ Unit includes price of recovery or land, construction of [not only the Apartment/Unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas. The cost of maintenance charges, all other facilities, amenities and specifications to be provided within the Apartment/Unit and the Project are as provided in **Schedule D** of this Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Purchaser/s/Allottee/s hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer/Owner/Promoter undertakes and agrees that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Developer/Owner/Promoter shall do so in accordance to the applicable laws and shall only be applicable on subsequent payments.

- 1.4 The Purchaser/s/Allottee/s shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 The Developer/Owner/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser/s/Allottee/s by discounting such early payments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate or rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s/Allottee/s by the Developer/Owner/Promoter. The Purchaser/s/Allottee/s further understands and agrees that the Developer/Owner/Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Developer/Owner/Promoter may deem fit and proper. The early payments received from the Purchaser/s/Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s/Allottee/s.
- 1.6 It is agreed that the Developer/Owner/Promoter shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule ‘D’** and **Schedule ‘E’** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/s/Allottee/s as per the provisions of the Act.
Provided that the Developer/Owner/Promoter may make such minor additions or alterations as may be required by the Purchaser/s/Allottee/s, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Developer/Owner/Promoter shall confirm to the final carpet area that has been allotted to the

Purchaser/s/Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer/Owner/Promoter. In the event of any variation in the Carpet Area of the Apartment, Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer/Owner/Promoter and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s/Allottee/s towards the Total Price under clause _____ of this Agreement. All these monetary adjustments shall be made at the same rate per square meter as agreed in para ____ of the Agreement.

1.8 Subject to para 19 the Developer/Owner/Promoter agrees and acknowledges, the Purchaser/s/Allottee/s shall have the right to the [Apartment/Unit] as mentioned below :

- (i) The Purchaser/s/Allottee/s shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Purchaser/s/Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser/s/Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s/Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Owner/Promoter shall hand over the common areas to the association if Purchaser/s/Allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the completion of the price of the [Apartment/Unit] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development

charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas. The cost of maintenance charges, all other facilities, amenities and specifications to be provided within the [Apartment/Unit] and the Project are as provided in clause ____ of this Agreement;

- (iv) The Purchaser/s/Allottee/s has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be. However, the Purchaser/s/Allottee/s agrees and understands that the Developer/Owner/Promoter will be required to make certain arrangements for the Purchaser/s/Allottee/s 's safety and hence the Purchaser/s/Allottee/s shall give prior written intimation to the Promoter/Owner/Developer for the project site visit.

1.9 It is made clear by the Promoter/Owner/Developer and the Purchaser/s/Allottee/s agrees that the [Apartment/Unit] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s/Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s/Allottee/s s of the Project.

1.10 The Promoter/Owner/Developer agrees to pay all outgoings till the expiry of the period mentioned in the notice of possession, for taking

physical possession of the Apartment to the Association/Apex body/Company/Statutory body, which it has collected from the Purchaser/s/Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, and such other facilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Owner/Developer fails to pay all or any of the outgoings collected by it from the Purchaser/s/Allottee/s or any liability till the expiry of the period mentioned in the notice of possession, of the Apartment to the Purchaser/s/Allottee/s, the Promoter/Owner/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Purchaser/s/Allottee/s has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter/Owner/Developer hereby acknowledges and the Purchaser/s/Allottee/s hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter/Owner/Developer within the time and in the manner specified therein : Provided that if the Purchaser/s/Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT :**

- 2.1 Subject to the terms of the Agreement and the Promoter/Owner/Developer abiding by the construction milestones, the Purchaser/s/Allottee/s shall

make all payments, on written demand by the Promoter/Owner/Developer, within the stipulated time as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____.

- 2.2 For the purpose of remitting funds from abroad by the Purchaser/s/Allottee/s, the following are the particulars of the beneficiary:
- Beneficiary's Name : _____ Account
 Beneficiary's Account No. : _____
 Bank Name : _____ Bank
 Branch Name : _____
 Bank Address : _____
 Swift Code : _____
 IFSC Code : _____.

3 **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

- 3.1 The Purchaser/s/Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Price and/or all other amounts payable under this Agreement for the Apartment are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s/Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter/Owner/Developer with such permission/approvals/no objections to enable the Promoter/Owner/Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s/Allottee/s shall be the sole responsibility of the Purchaser/s/Allottee/s. The Promoter/Owner/Developer accepts no responsibility in this regard and the

Purchaser/s/Allottee/s shall keep the Promoter/Owner/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/Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s/Allottee/s to intimate in writing to the Promoter/Owner/Developer immediately and comply with all the necessary formalities, if any, under the applicable laws.

- 3.2 The Purchaser/s/Allottee/s hereby declares, agrees and confirms that the monies paid/payable by the Purchaser/s/Allottee/s under this Agreement towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Anti Money Laundering”).
- 3.3 The Purchaser/s/Allottee/s further declares and authorizes the Promoter/Owner/Developer to give personal information of the Purchaser/s/Allottee/s to any statutory authority as may be required from time to time. The Purchaser/s/Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- 3.4 The Purchaser/s/Allottee/s further agrees and confirms that in case the Promoter/Owner/Developer becomes aware and/or in case the Promoter/Owner/Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter/Owner/Developer shall at its sole discretion be entitled to

cancel/terminate this Agreement. Upon such termination the Purchaser/s/Allottee/s shall not have any right, title or interest in the said Apartment/Flat neither have any claim/demand against the Promoter/Owner/Developer, which the Purchaser/s/Allottee/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Purchaser/s/Allottee/s shall be refunded by the Promoter/Owner/Developer to the Purchaser/s/Allottee/s in accordance with the terms of this Agreement only after the Purchaser/s/Allottee/s furnishing to the Promoter/Owner/Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s/Allottee/s .

4 Payment of Other Charges

- 4.1 The Purchaser/s/Allottee/s shall on or before delivery of possession of the said Apartment deposit and keep deposited with the Developer/Owner/Promoter the following amounts, which shall be transferred to the society / limited company / federation / apex body:-

Sr.No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / apex body for ___ months.	
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Promoter/Owner/Developer / service provider, as may be directed by the Promoter/Owner/Developer	

	Total:	
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4.2 The Purchaser/s/Allottee/s shall on demand pay to the Promoter/Owner/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	
(ii)	Estimate amount for formation and registration of the society or limited company / federation / apex body	
(iii)	Estimate amounts for deposit towards water connection charges	
(iv)	Estimate amounts for deposit towards electric connection charges	
(v)	Estimate amounts for deposit towards gas connection charges	
(vi)	Estimate amounts for deposit towards other utility / services charges	
(vii)	Estimate amounts for deposits of electrical receiving and sub-station in the Layout	
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / apex body	
(ix)	Estimate amounts towards legal charges for documentation which shall	

	be payable _____	
	Total:	

5 INTEREST

5.1 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.

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

5.3 Without prejudice to the other rights of the Promoter/Owner/Developer hereunder, the Promoter/Owner/Developer shall in respect of any amounts remaining unpaid by the Purchaser/s/Allottee/s under this Agreement, have a first charge / lien on the Apartment/Flat and the Car Park(s) and the Purchaser/s/Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s/Allottee/s under this Agreement, to the Promoter/Owner/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 Promoter/Owner/Developer.

6 FLOOR SPACE INDEX

- 6.1 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Land shall always be available to and shall always be for the benefit of the Promoter/Owner/Developer and the Promoter/Owner/Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s/Allottee/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 any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter/Owner/Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.
- 6.2 The Purchaser/s/Allottee/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/Allottee/s that even after the formation of the association / apex body / apex bodies, the Promoter/Owner/Developer, if permitted by the concerned local authority and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Land and shall thereby continue to retain full right and authority to develop the Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time.

7 ASSOCIATION STRUCTURE

7.1 The Promoter/Owner/Developer shall at its discretion, as prescribed under the Relevant Laws,

(i) 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 Promoter/Owner/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 Promoter/Owner/Developer may deem fit to be known by such name as the Promoter/Owner/Developer may decide, within such period as may be prescribed under the Relevant Laws.

(ii) 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 ___ below), the maintenance and management of the Project, without any reference to the Purchaser/s/Allottee/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Promoter/Owner/Developer may deem fit and the Purchaser/s/Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Promoter/Owner/Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.

(v) 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 Apartment/Flat is located and the entire Project.

7.2 Except Car Park(s) allotted by the Promoter/Owner/Developer in accordance to this Agreement, the Purchaser/s/Allottee/s agrees and confirms that all open car parking spaces will be dealt with in accordance with the Relevant Laws. The Purchaser/s/Allottee/s hereby declares and confirms that except for the Car Park(s) allotted by the Promoter/Owner/Developer, the Purchaser/s/Allottee/s does not require any parking space/s including open car parking space(s) and accordingly the Purchaser/s/Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Purchaser/s/Allottee/s further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Promoter/Owner/Developer / association / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s/Allottee/s agree(s) and acknowledge(s) that Promoter/Owner/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 Promoter/Owner/Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Price.

7.3 The Purchaser/s/Allottee/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Promoter/Owner/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 Apartment/Flat in the Building(s)/Wing(s) to respective purchasers of the Building(s)/Wing(s) and the underlying Land would be conveyed to the apex body / apex bodies formed of the association in such parts as the Promoter/Owner/Developer may deem fit. The Promoter/Owner/Developer shall convey its title in respect of the Land to the association / apex body / apex bodies within such period as the Promoter/Owner/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 _____ that may be in force from time to time and sale of all the apartments/flats/premises / commercial office / units in the said Building/s / Wing/s and receipt of the entire consideration in respect thereof. The Purchaser/s/Allottee/s hereby agrees 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/Allottee/s hereby agrees and confirms 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/Allottee/s shall continue to pay all the outgoings as imposed by _____and / or concerned authorities and proportionate charges to the Promoter/Owner/Developer from time to time.

7.4 The Purchaser/s/Allottee/s agrees and undertakes, 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 Promoter/Owner/Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within _____ days from intimation by the Promoter/Owner/Developer. The Purchaser/s/Allottee/s agrees not to object to any changes/amendments made by the Promoter/Owner/Developer in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Purchaser/s/Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Promoter/Owner/Developer and the other Purchaser/s/Allottee/s of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s). The Purchaser/s/Allottee/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/Allottee/s , if any changes or modifications are made in the draft bye-law of the association / apex body / apex bodies by the Promoter/Owner/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/Allottee/s hereby authorizes the Promoter/Owner/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.

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

7.6 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 Purchaser/s/Allottee/s of apartments/flats/premises/units in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/units bears to the total area of all the apartment(s)/flat(s)/premises/units in the said building/s / wing/s.

7.7 The Purchaser/s/Allottee/s shall on demand pay to the Promoter/Owner/Developer a sum of Rs.____/- (Rupees _____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Promoter/Owner/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.

8 FACILITY MANAGEMENT COMPANY

- 8.1 By executing this Agreement, the Purchaser/s/Allottee/s agrees and consents to the appointment by the Promoter/Owner/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 Promoter/Owner/Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces for a fees to be paid by the Purchaser/s/Allottee/s . 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/Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Promoter/Owner/Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Promoter/Owner/Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s/Allottee/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.
- 8.2 The Purchaser/s/Allottee/s further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Owner/Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s).

9 FIT OUT MANUAL

- 9.1 The Purchaser/s/Allottee/s agrees and undertakes that on receipt of possession, the Purchaser/s/Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Owner/Developer/association / apex body / apex bodies (“Fit-Out Manual”) and without causing any disturbance, to the other purchasers of apartment(s)/flat(s)/premises/units in the Building. The Purchaser/s/Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter/Owner/Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter/Owner/Developer or which the Promoter/Owner/Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment/Flat or the Building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Promoter/Owner/Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment/Flat or the Building(s)/Wing(s).
- 9.2 Upon the possession of the Apartment/Flat being delivered to the Purchaser/s/Allottee/s , the Purchaser/s/Allottee/s shall be deemed to have granted a license to the Promoter/Owner/Developer, its engineers, workmen, labourers or architects to enter upon the Apartment/Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment/Flat provided the Apartment/Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser/s/Allottee/s or his agents and the Purchaser/s/Allottee/s shall reimburse and/or pay to the Promoter/Owner/Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s/Allottee/s or his agents. The Promoter/Owner/Developer shall not be liable for any theft or

loss or inconvenience caused to the Purchaser/s/Allottee/s on account of entry to the Apartment/Flat as aforesaid. If the Apartment/Flat is closed and in the opinion of the Promoter/Owner/Developer any rectification or restoration is necessary in the interest of the Building and/or allottees therein, the Purchaser/s/Allottee/s consents to the Promoter/Owner/Developer to break open the lock on the main door/entrance of the Apartment/Flat and the Promoter/Owner/Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s/Allottee/s on account of such entry into the Apartment/Flat.

- 10 It is clearly understood and agreed by the parties that:
- 10.1 The Promoter/Owner/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/Allottee/s and/or users of apartment(s)/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. situated on the Project Land such time the Land is handed over to the association/society/condominium/limited company/apex body/apex bodies.
- 10.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/units in the buildings to be constructed on the Project Land. The Purchaser/s/Allottee/s hereby expressly consents to the same.

11 BRAND NAME & PROJECT NAME

- 11.1 It is agreed by the Purchaser/s/Allottee/s that the name of the Project “Everest” or of the individual towers may be changed at the sole discretion of the Promoter/Owner/Developer in accordance to the Relevant Laws.
- 11.2 It is further agreed by the Purchaser/s/Allottee/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Purchaser/s/Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project Land and the Building. 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/Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Purchaser/s/Allottee/s and the association / apex body / apex bodies of the Apartment/Flat Purchaser/s/Allottee/s shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

12 REPRESENTATIONS BY THIRD PARTIES

The Purchaser/s/Allottee/s acknowledges, agrees and undertakes that the Purchaser/s/Allottee/s shall neither hold the Promoter/Owner/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/Allottee/s nor make any claims/demands on the Promoter/Owner/Developer or any of its sister concerns/ affiliates with respect thereto.

13 TRANSFER

Only after payment of (i) minimum _____ percent of the Total Price by the Alottee 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/Allottee/s may transfer his rights, title and interest in the Apartment/Flat under this Agreement to any third person / entity after obtaining prior written consent of the Promoter/Owner/Developer. Any such transfer by the Purchaser/s/Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Promoter/Owner/Developer, payment of the monies due and payable by the Purchaser/s/Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs._____/ - (Rupees _____only) per square meter plus taxes as applicable on the Total Area of the Apartment/Flat to the Promoter/Owner/Developer. Further, the Promoter/Owner/Developer reserves the right to allow such transfer at its sole discretion.

The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat may come, hereby covenants, represents with the Promoter/Owner/Developer in accordance to Annexure I.

14 ADJUSTMENT/APPROPRIATION OF PAYMENTS :

The Purchaser/s/Allottee/s authorizes the Promoter/Owner/Developer to adjust appropriate all payments made by him/her name and the Purchaser/s/Allottee/s undertakes not to object/demand/direct the Promoter/Owner/Developer to adjust his payments in any manner.

15 TIME IS ESSENCE :

The Promoter/Owner/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Purchaser/s/Allottee/s and the common areas to the association of Purchaser/s/Allottee/s or the competent authority, as the case may be. Similarly, the Purchaser/s/Allottee/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 Promoter/Owner/Developer as provided in clause __ herein above.

16 CONSTRUCTION OF THE PROJECT/APARTMENT :

The Developer/Owner/Promoter has constructed the Building(s)/ Wing(s)/ Names no. ____ consisting of ____ basement and ground/ stilt/ podium and ____ upper floors comprised in the Project Land in accordance with the plans, designs and specifications as approved by _____ from time to time. The Purchaser/s/Allottee/s further acknowledge/s and confirms that

the Promoter/Owner/Developer may, at any time, vary/modify the Layout plan except for the current Phase in such manner as the Promoter/Owner/Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Promoter/Owner/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.

17 **POSSESSION OF THE APARTMENT/PLOT :**

Schedule for possession of the said Apartment –The Promoter/Owner/Developer shall offer possession of the Apartment/Flat to the Purchaser/s/Allottee/s , after obtaining the Occupation Certificate for the said Apartment on _____ (“Delivery Date”) and shall deliver the Common Areas and Facilities such as _____ on or before _____, subject to the Purchaser/s/Allottee/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 as described in **Schedule D & Schedule E** shall stand extended unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, reasons beyond the control of the Promoter/Owner/Developer, due to non-compliance on the part of the Purchaser/s/Allottee/s including on account of any delay on the part of the Purchaser/s/Allottee/s (‘Force Majeure’). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Purchaser/s/Allottee/s agrees that the Promoter/Owner/Developer shall be entitled to the extension of time for delivery of possession of the [Apartment/Unit].

Further, in the event the Promoter/Owner/Developer is unable to offer possession of the Apartment 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/Allottee/s, the Promoter/Owner/Developer shall refund the amounts received from the Purchaser/s/Allottee/s along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Promoter/Owner/Developer to the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s agree(s) and acknowledge(s) that the Purchaser/s/Allottee/s shall not have any right, title interest in the Apartment, and the Promoter/Owner/Developer shall be entitled to deal with the same at its sole discretion.

Procedure for taking possession – The Promoter/Owner/Developer upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Purchaser/s/Allottee/s in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate or as specified under the Relevant laws. The Purchaser/s/Allottee/s, after taking possession, agree(s) to pay the maintenance charges and all other charges, amounts, fees, taxes as determined by the Promoter/Owner/Developer/association of Purchaser/s/Allottee/s/competent authority, etc., as the case may be after the issuance of the completion certificate for the project. The Promoter/Owner/Developer shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the Purchaser/s/Allottee/s at the time of conveyance of the same.

- 17.1 The Purchaser/s/Allottee/s hereby agrees that in case the Purchaser/s/Allottee/s fails to respond and/or neglects to take possession of the Apartment within the time stipulated by the Promoter/Owner/Developer, then the Purchaser/s/Allottee/s shall in addition to the above, pay to the Promoter/Owner/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 Apartment (“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 Apartment shall remain locked and shall continue to be in possession of the Promoter/Owner/Developer but at the sole risk, responsibility and cost of the Purchaser/s/Allottee/s in relation to its deterioration in physical condition.

- 17.2 It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Apartment, the Purchaser/s/Allottee/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s/Allottee/s fails to respond and/or neglects to take possession of the Apartment within the aforementioned time as stipulated by the Promoter/Owner/Developer, then the Promoter/Owner/Developer shall also be entitled along with other rights under this Agreement, to forfeit the Booking amount including but not limited to (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as per Promoter/Owner/Developer’s policy and (d) all taxes paid by the Promoter/Owner/Developer to the Authorities and (e) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (f) any other taxes which are currently applicable or may be applicable in future and (g) subvention cost (if the Purchaser/s/Allottee/s has opted for subvention plan) which the Promoter/Owner/Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter/Owner/Developer to the bank (collectively referred to as the “**Non-Refundable Amounts**”) and claim the entire Total Price towards the Apartment along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s/Allottee/s further agrees and acknowledges that the

Promoter/Owner/Developer's obligation of delivering possession of the Apartment shall come to an end on the expiry of the time as stipulated by the Promoter/Owner/Developer and that subsequent to the same, the Promoter/Owner/Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s/Allottee/s for the possession of the Apartment.

- 17.3 **Failure of Purchaser/s/Allottee/s to take Possession of [Apartment/Plot]** – Upon receiving a written intimation from the Promoter/Owner/Developer as per para 17, the Purchaser/s/Allottee/s shall take possession of the [Apartment/Plot] from the Promoter/Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Owner/Developer shall give possession of the [Apartment/Plot] to the Purchaser/s/Allottee/s . In case the Purchaser/s/Allottee/s fails to take possession within the time provided in para 17 such Purchaser/s/Allottee/s shall continue to be liable to pay maintenance charges as specified in para 17.
- 17.4 **Possession of the Purchaser/s/Allottee/s** – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Purchaser/s/Allottee/s, it shall be responsibility of the Promoter/Owner/Developer to hand over the necessary documents and plans, including common areas, to the association of Purchaser/s/Allottee/s or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Promoter/Owner/Developer shall hand over the necessary documents and plans, including common areas, to the association of Purchaser/s/Allottee/s or the competent authority, as the case may be, within such period specified under the Relevant Laws after obtaining the completion certificate].

Compensation :The Promoter/Owner/Developer shall compensate the Purchaser/s/Allottee/s in case of any loss caused by him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Owner/Developer fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para ___; or (ii) due to discontinuance of business as a Promoter/Owner/Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Owner/Developer shall be liable, on demand to the Purchaser/s/Allottee/s , in case the Purchaser/s/Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within such period specified under the Relevant Laws. ;

Provided that where if the Purchaser/s/Allottee/s does not intend to withdraw from the Project, then such situation shall be dealt in accordance with the relevant laws.

18 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER/DEVELOPER:**

The Promoter/Owner/Developer hereby represents and warrants to the Purchaser/s/Allottee/s as follows :

- (i) The Promoter/Owner/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out

development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) ;
- (iii) There are no encumbrances upon the said Land or the Project except those disclosed in the title report, if any;;
- (iv) There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the [Apartment/Plot] 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, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter/Owner/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/Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoter/Owner/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 said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser/s/Allottee/s under this Agreement;
- (viii) The Promoter/Owner/Developer confirms that the Promoter/Owner/Developer is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Purchaser/s/Allottee/s in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter/Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Purchaser/s/Allottee/s and the common areas shall be handed over as and when they are ready to the association of Purchaser/s/Allottee/s or the competent authority, as the case may be ;
- (x) The Promoter/Owner/Developer has duly paid and shall continue to pay and discharge all 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 Authority till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all specifications, amenities and, facilities) has been handed over to the Purchaser/s/Allottee/s and the association of Purchaser/s/Allottee/s or the competent authority, as the case may be;
- (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 by or served upon the Promoter/Owner/Developer in respect of the said Land and/or the Project.

19 EVENTS OF DEFAULTS AND CONSEQUENCES :

19.1 Subject to the Force Majeure clause, the Promoter/Owner/Developer shall be considered under a condition of Default, in the following events:

- (i) Promoter/Owner/Developer fails to provide ready to move in possession of the [Apartment/Plot] to the

Purchaser/s/Allottee/s within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to moved in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

- (ii) Discontinuance of the Promoter/Owner/Developer's business as a Promoter/Owner/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter/Owner/Developer under the conditions listed above, Purchaser/s/Allottee/s is entitled to all the rights prescribed under the Relevant Laws.

Stop making further payments to Promoter/Owner/Developer as demanded by the Promoter/Owner/Developer, if the milestones are not achieved by the Promoter/Owner/Developer. If the Purchaser/s/Allottee/s stops making payments the Promoter/Owner/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s/Allottee/s be required to make the next payment without any interest; The Purchaser/s/Allottee/s shall have the option of terminating the Agreement in which case the Promoter/Owner/Developer shall be liable to refund the entire money paid by the Purchaser/s/Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate

prescribed in the Rules within such period prescribed under the Relevant Laws.

Provided that where an Purchaser/s/Allottee/s does not intend to withdraw from the project or terminate the Agreement, then such situation shall be dealt in accordance with the Relevant Laws.

19.2 The Purchaser/s/Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser/s/Allottee/s fails to make payment for consecutive demands made by the Promoter/Owner/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/s/Allottee/s shall be liable to pay interest to the Promoter/Owner/Developer on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Purchaser/s/Allottee/s under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter/Owner/Developer in this regard, the Promoter/Owner/Developer may cancel the allotment of the [Apartment/Plot] in favour of the Purchaser/s/Allottee/s and refund the money paid to him by the Purchaser/s/Allottee/s by deducting the booking amount along with the Non-Refundable amounts and this Agreement shall thereupon stand terminated;

Provided that the Promoter/Owner/Developer shall intimate the Purchaser/s/Allottee/s about such termination within a period prescribed under the Relevant Laws.

20 CONVEYANCE OF THE SAID APARTMENT :

The Promoter/Owner/Developer, on receipt of Total Price of the [Apartment/Plot] as per para _____ under the Agreement from the Purchaser/s/Allottee/s, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, or within the period as specified under the Relevant Laws, whichever is later to the Purchaser/s/Allottee/s;

However, in case the Purchaser/s/Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/s/Allottee/s authorizes the Promoter/Owner/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Owner/Developer is made by the Purchaser/s/Allottee/s .

21 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter/Owner/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchaser/s/Allottee/s upon the issuance of the completion certificate of the project. The cost of such maintenance for a period of ____ months has been included in the clause pertaining to other charges provided in this Agreement of the Apartment.

22 DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Owner/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Owner/Developer, within a period specified under the Relevant Laws, it shall wherever possible be rectified by the Promoter/Owner/Developer without further charge to the Purchaser/s/Allottee/s and in the event of Promoter/Owner/Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s/Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, Parties agree and confirm that the decision of the Promoter/Owner/Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

After the receiving possession of the Apartment or expiry of the said 15 days from offering of the possession ("Possession Date"), any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause ____), the Promoter/Owner/Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

23 RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter/Owner/Developer /maintenance agency/association of Purchaser/s/Allottee/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing

necessary maintenance services and the Purchaser/s/Allottee/s agrees to permit the association of Purchaser/s/Allottee/s and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

24 **USAGE :**

Use of Basement and Service Areas : The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/s/Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser/s/Allottee/s formed by the Purchaser/s/Allottee/s for rendering maintenance services.

25 **COMPLIANCE WITH RESPECT TO THE APARTMENT :**

- 25.1 Subject to para ___ above, the Purchaser/s/Allottee/s shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair

and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 25.2 The Purchaser/s/Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/s/Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s/Allottee/s shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Purchaser/s/Allottee/s shall also not remove any wall including the outer and load bearing wall of the [Apartment/Plot].
- 25.3 The Purchaser/s/Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Owner/Developer and thereafter the association of Purchaser/s/Allottee/s and/or maintenance agency appointed by association of Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

26 COMPLIANCE OF LAWS,NOTIFICATIONS ETC. BY PARTIES :

The Parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

27 ADDITIONAL CONSTRUCTIONS :

The Promoter/Owner/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

28 PROMOTER/OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Promoter/Owner/Developer if it so desires shall be entitled to create security on the Project Land together with the 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 Apartment/Flat allotted hereunder. The Promoter/Owner/Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment, provided the Promoter/Owner/Developer shall be the principal debtor and it shall be the sole responsibility of the Promoter/Owner/Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause ___ above. The Purchaser/s/Allottee/s hereby gives express consent to the Promoter/Owner/Developer to raise such financial facilities against security of 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 Apartment/Flat agreed to be transferred hereunder.

29 Rights of the Promoter/Owner/Developer

- 29.1 Promoter/Owner/Developer's obligation for obtaining occupation certificate (OC)/completion certificate (CC) .The Promoter/Owner/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 Apartment/Flat to the Purchaser/s/Allottee/s , obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment/Flat.
- 29.2 Hoarding rights: The Purchaser/s/Allottee/s hereby consents that the Promoter/Owner/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 Promoter/Owner/Developer may deem fit and the Promoter/Owner/Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Purchaser/s/Allottee/s agree/s not to dispute or object to the same. The Promoter/Owner/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 Promoter/Owner/Developer and/or by the transferee (if any).
- 29.3 Retention: Subject to, and to the extent permissible under the Relevant Laws, the Promoter/Owner/Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ apartment/flats in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flats.
- 29.4 Unsold apartment/flat
- (i) All unsold and/or unallotted apartment(s)/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 / Phase and Project Land shall always belong to and remain the property of the Promoter/Owner/Developer at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project Land and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter/Owner/Developer may deem necessary.

- (ii) The Promoter/Owner/Developer shall without any reference to the Purchaser/s/Allottee/s , association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Purchaser/s/Allottee/s and / or the association / apex body / apex bodies shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter/Owner/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.

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

otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

- 29.6 The Promoter/Owner/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 Promoter/Owner/Developer shall be bound by the terms and conditions herein contained.

30 **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The Promoter/Owner/Developer has assured the Purchaser/s/Allottee/s that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

31 **BINDING EFFECT :**

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

32 **ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment

letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

33 RIGHT TO AMEND :

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

34 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S/ALLOTTEE/S /SUBSEQUENT PURCHASER/S/ALLOTTEE/S :

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

35 WAIVER NOT A LIMITATION TO ENFORCE :

- 35.1 The Promoter/Owner/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s/Allottee/s in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s/Allottee/s that exercise of discretion by the Promoter/Owner/Developer in the case of one Purchaser/s/Allottee/s shall not be construed to be a precedent and/or binding on the

Promoter/Owner/Developer to exercise such discretion in the case of other Purchaser/s/Allottee/s .

- 35.2 Failure on the part of the Parties to enforce at anytime or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

36 **SEVERABILITY :**

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

37 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the Purchaser/s/Allottee/s has to make any payment, in common with other Purchaser/s/Allottee/s in Project, the same shall be the proportion which the Carpet Area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

38 **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.

39 PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter/Owner/Developer through its authorized signatory at the Promoter/Owner/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Owner/Developer and the Purchaser/s/Allottee/s, in _____ after the Agreement is duly executed by the Purchaser/s/Allottee/s and the Promoter/Owner/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

40 NOTICES :

That all notices to be served on the Purchaser/s/Allottee/s and the Promoter/Owner/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s/Allottee/s or the Promoter/Owner/Developer by Registered Post at their respective addresses specified below :

_____ (Name of the Purchaser/s/Allottee/s)

_____ (Purchaser/s/Allottee/s Address)

M/s. _____ (Promoter/Owner/Developer Name)

_____ (Promoter/Owner/Developer Address)

It shall be the duty of the Purchaser/s/Allottee/s and the Promoter/Owner/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Owner/Developer or the Purchaser/s/Allottee/s , as the case may be.

- 41 The Purchaser/s/Allottee/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 Promoter/Owner/Developer has entered into this Agreement with the Purchaser/s/Allottee/s relying solely on the Purchaser/s/Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s/Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s/Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter/Owner/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/Allottee/s .

- 42 **JOINT PURCHASER/S/ALLOTTEE/S :**

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

43 **SAVINGS :**

Any application letter, allotment Letter, agreement, or any other document signed by the Purchaser/s/Allottee/s in respect of the Apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser/s/Allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

44 **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 _____ 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.

45 **DISPUTE RESOLUTION :**

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

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

SIGNED AND DELIVERED BY THE WITHINNAMED
Purchaser/s/Allottee/s (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photographs and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHINNAMED
Promoter/Owner/Developer

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SCHEDULE 'A' - DESCRIPTION OF THE (APARTMENT/PLOT) AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATION AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

*or such other certificate by whatever name called issued by tire competent authority.

ANNEXURE I

- (i) To maintain the Apartment/Flat at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Purchaser/s/Allottee/s in this behalf, the Purchaser/s/Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s/Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat

is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s/Allottee/s committing any act in contravention of the above provision, the Purchaser/s/Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated nor shall demand partition of the Allottee's interest in the Apartment/Flat and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrdis or other structural members in the Apartment/Flat without the prior written permission of the Prmoter and/or the society or the limited company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.
- (vii) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the Building/Wing in the jurisdiction of _____ (“_____”) (*Municipal Authority*)
- (viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat by the Allottee for any purposes other than for the purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/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) Pay to the Promoter, within 7 (seven) working days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded

by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Apartment/Flat or Building(s)/Wing(s);

- (xii) Permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee;
- (xiii) 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 Apartment/Flat/s in the Building, without the prior written permission of the Promoter/association/concerned authorities;
- (xiv) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building or Land or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and
- (xv) After possession of the Apartment/Flat is handed over the Allottee, the Allottee may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.
- (xvi) The Allottee and/or the Promoter/Development Manager 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.

- (xvii) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (xviii) The Allottee 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 Apartment/Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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.
- (xix) Till a conveyance of the structure of the building in which Apartment/Flat is situated is executed in favour of society/limited society, the Allottee shall permit the Promoter 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.

(xx) Till a conveyance of the project land on which the building in which Apartment/Flat is situated is executed in favour of Apex Body or federation, the Allottee shall permit the Promoter 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.

(xxi) Usage of Apartment/Flat Areas & Car Parks by Allottee

The Allottee agrees to use the Apartment/Flat or any part thereof or permit the same to be used only for the purpose of residence only. The Allottee further agree(s) to use the garage or parking space only for the purpose of keeping or parking car.

(xxii) The Allottee 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 Allottee has/have not relied on the same for his/her/their/its decision to acquire the Apartment/Flat in the Phase and also acknowledges that the Allottee has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

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

disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

- (xxiv) Save and except the information / disclosure contained herein the Allottee confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the Apartment / Flat or refund of the monies paid by the Allottee by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xxv) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment/Flat and/or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other apartment/flat allottee of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xxvi) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause ___ of this Agreement or as and when demanded by the Promoter.