

AGREEMENT FOR SALE

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

Between

GODREJ PROPERTIES LIMITED, a company duly incorporated under the Companies Act, 1956, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400 079 and its 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, West Bengal _____, represented by **MR.** _____ son of _____, working for gain at its City Office “Godrej Waterside”, Tower II, Unit No.109, Plot No.5, Block DP, Sector V, Salt Lake City, P.O. Sech Bhavan, P.S. Bidhannagar, Kolkata-700091, West Bengal, _____, the Authorised Signatory duly authorised by the Resolution of the respective Board of Directors of the Company dated _____, hereinafter referred to as the “**OWNER/DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **ONE PART**;

And

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

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

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

OR

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

OR

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

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

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

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)

PROFORMA AGREEMENT FOR SALE

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 **FIRST SCHEDULE** 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 **SECOND SCHEDULE** hereunder written (hereinafter collectively referred to as the `said land`) free from all encumbrances, charges, liens, lispendens, 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 11.03.2011 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. In pursuance of and in terms of the said building plan, said Happy Highrises Limited at its own cost and expenses has started construction of the said multistoried multi-use residential building complex known as **GODREJ PRAKRITI** which is under construction (“**Project**”).
- U. 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 Owner/Developer herein).
- V. 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.
- W. In view of the above, Developer/Owner is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Developer/Owner regarding the said entire Land on which the Project is to be constructed have been completed. Further, based on such rights and entitlements, the Developer/Owner has presently commenced the development of one of the on-going tower named _____ at **Godrej Prakriti**, comprising of shared ____ basement, ground and __ upper floors, in consonance with the Relevant Laws in the manner the Developer/Owner

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.

- X. The Developer/Owner 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 _____.
- Y. The Developer/Owner has sole and exclusive right to sell the Apartment/Flat in the said Tower to be constructed by the Developer/Owner 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;
- Z. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder; 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 Owner/Developer while developing the Project Land and the said Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.
- AB. The Purchaser/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 Schedule A and the floor plan or the apartment plan is annexed hereto and marked as **Schedule ____**).

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

AD. At or before execution of this Agreement the Purchaser/s -

- a. have fully satisfied themselves as to the title of the OWNER/Developer and the right of the OWNER/Developer 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 OWNER/Developer 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 OWNER/Developer 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 OWNER/Developer 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 a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Unit agreed to be sold by the Developer/Owner to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer/Owner both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer/Owner the balance of the sale consideration in the manner hereinafter appearing.

AF. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment/Flat with the Purchaser/s, being in fact these presents and 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 Developer/Owner hereby agrees to sell and the Purchaser/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 Developer/Owner hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Unit and the garage/covered parking (if applicable) as specified in **Para ____**.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

DEFINITIONS: 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. **ADVOCATES:** shall mean Supriyo Basu & Associates, Advocates of Room No. 48, Temple Chamber, 6, Old Post Office Street, Kolkata-700001, appointed by the OWNER/Developer, inter alia, for preparation of this agreement and conveyance for transfer of the said Unit.
- iii. **ARCHITECTS:** shall mean Dulal Mukherjee & Associates, the Architects appointed by the OWNER or such other Architect as the OWNER may appoint from time to time for the building complex.
- iv. **CAR PARKING SPACE:** shall mean the space in the parking area of the building complex expressed or intended or reserved by the OWNER for parking of motor cars/scooters/other vehicles.
- v. **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.
- vi. **COMMON AREA AND COMMON PARTS:** shall mean common areas of the building known as “_____” 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 Part-I of the FOURTH SCHEDULE hereunder written.

- vii. **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 **SECOND SCHEDULE** 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 OWNER 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.
- viii. **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 OWNER, shall mean the OWNER.
- ix. **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 “_____” and the to be contributed, borne, paid and shared on actual by the Co-Owners including those mentioned in the **FIFTH SCHEDULE** hereunder written.
- x. **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.

- xi. **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.
- xii. **COMPLETION NOTICE:** shall mean the notice contemplated in clause ____ below.
- xiii. **DATE OF COMMENCEMENT OF LIABILITY:** shall mean the date on which PURCHASERS take actual physical possession of the Unit after fulfilling all his liabilities and obligations in terms of clause ____ hereinafter or the date next after expiry of the Completion Notice irrespective of whether PURCHASERS take actual physical possession or not, whichever is earlier.
- xiv. **EXCLUSIVE AREAS:** means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s.
- xv. **GROSS/ SUPER BUILT-UP AREA :** shall mean the carpet area plus exclusive area, if any plus the proportionate common area attributable thereto.
- xvi. **HOLDING ORGANISATION:** shall mean a trust to be created under the Indian Trust Act by the Owner at a later date with the first trustees being nominated by the Owner to take over the overall charge of the said Complex from the Owner 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.
- xvii. **MAINTENANCE BODY:** shall mean and include the OWNER or its Agency so long as the OWNER 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.

- xviii. **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 OWNER as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority.
- xix. The expression **PURCHASERS** shall be deemed to mean and include:-
- (a) In case the Purchasers be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
- (b) In case the Purchasers 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 Purchasers be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Purchasers be a company, then its successors or successors-in-interest;
- xx. **RULES:** means the West Bengal Housing Industry Regulation Rules,2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- xxi. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017
- xxii. **SAID LAND:** shall mean 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-700 115, 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 mentioned and described in the **SECOND SCHEDULE**

hereunder written and the area of 2.51 acres, now vested in the State, upon being released or settled by the State in favour of the OWNER.

- xxiii. **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 Purchasers and attributable to the said Unit.
- xxiv. **SAID UNIT:** shall mean the **Flat/Apartment/Unit No.** _____ measuring a carpet area of _____ **sq.mtr. together with** exclusive area of _____ sq.mtr. (collectively measuring ____ sq.mtr. equivalent to ____ **sq.mtr.**) be the same a little more or less and the proportionate common area of _____ **sq.mtr.**, aggregating to gross/ super built-up area of ____ **sq.mtr.** (equivalent to ____ **sq.mtr.**) be the same a little more or less on the _____ floor of the Tower named “_____” of the new building complex being constructed on a portion of the said land more fully and particularly mentioned and described in the **Part I** of the **THIRD SCHEDULE** hereunder written with fittings and fixtures to be provided therein by OWNER as mentioned in **Part-II** of the **FOURTH SCHEDULE** hereunder written and wherever the context so permits shall include the Purchasers’ proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Unit and right to use of _____ **Car Parking Space** in the complex as mentioned and described in the **Part II** of the **THIRD SCHEDULE** hereunder.
- xxv. **SECTION:** means a section of the Act.
- xxvi. **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.
- xxvii. **SPECIFICATION:** shall mean the specification for the said Unit as mentioned in the **Part II of the FOURTH SCHEDULE** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- xxviii. **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.

- xxix. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxx. 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**.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AS FOLLOWS:-

1. Construction

- 1.1 The Developer shall construct the Tower ____ consisting of ____ basement and ground/stilt/ and ____ upper floors comprised in the said Tower in accordance with the plans, designs and specifications as approved by the Panihati Municipality from time to time. Provided that the Developer/Owner shall obtain prior consent in writing of the Purchaser/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the Phase, the Developer/Owner shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.
- 1.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout plan except for the current Phase in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer/Owner shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

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

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

(a) a residential Apartment/Flat of the aforesaid Total Area bearing no. ____, on the ____ floor of the Tower “____” (“**Unit**”), which is more particularly described in the **Third Schedule** hereunder written and shown in Red hash on the plan thereof thereto annexed as Annexure ____;

(b) ____ independent / ____ dependent covered parking space(s) situated in the basement/podium/stilt (“**Car Park(s)**”).

constructed or being constructed in the Phase, along with the right to use the Common Areas more particularly described in the **Annexure** ____ and Facilities more particularly described in the **Annexure** ____ .

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

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

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

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Unit.	
(ii)	Towards the Exclusive Areas of the Unit.	
(iii)	Towards Car Park(s).	

(iv)	Towards proportionate consideration for Common Areas charges including club house development charges calculated on the Carpet Area of the Unit.	
(v)	Towards Facilities as set out in Annexure _____. [Note: this will include Club house membership fees/charges, PLC and floor rise.]	

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

Along with the aforementioned Total Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer/Owner, amounts as specified in Clause 7 of this Agreement.

3. **VARIATION IN AREA**

The Developer/Owner shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the Tower(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Unit, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer/Owner and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under clause 4.1. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause ___ of this Agreement.

4. **Payment Schedule & Manner of Payment**

4.1 The Purchaser/s hereby agrees and undertakes to pay to the Developer/Owner the Total Consideration of Rs.(Rupees) in the following manner:-

Sr.No.	Milestone	Percentage	Rupees
(i)	Before Registration of this Agreement.	10%	
(ii)	Immediately after execution and registration of this Agreement	20%	
(iii)	On completion of Plinth of the Apartment/Flat's building/wing	15%	

(iv)	on completion of slabs including podiums and stilts of the Apartment/Flat's building/wing	%	
(v)	On completion of the walls, internal plaster, floorings, doors and windows of the Apartment/Flat	%	
(vi)	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the — [please mention the floor on which the Apartment/Flat is situated] floor	%	
(vii)	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Apartment/Flat's building/wing	%	
(viii)	On completion of Apartment/Flat's building's/wing's lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement	%	
(ix)	At the time of handing over of possession of Apartment/Flat or on receipt of Occupation Certificate or Completion Certificate	Balance	
	Total:		

- 4.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer/Owner sending notice of the completion of each milestone. Intimation forwarded by Developer/Owner to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer/Owner as provided under this Clause, it shall not be obligatory on the part of the Developer/Owner to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer/Owner on or before the due dates, time being the essence of this Agreement.
- 4.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “_____ ACCOUNT”.
- 4.4 For the purpose of remitting funds from abroad by the Purchaser/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 : _____
- 4.5 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Apartment/Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer/Owner through an account payee cheque/demand draft drawn in favour of “_____”.
- 4.6 Further, at the express request of the Purchaser/s, the Developer/Owner may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any

time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer/Owner shall not be subject to any change/withdrawal. The Purchaser/s further understands and agrees that the Developer/Owner shall have the right to accept or reject such early payments on such terms and conditions as the Developer/Owner may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.

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

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

5. **Taxes**

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

5.2

For the purpose of this Agreement,

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

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

6. **Tax Deducted at Source**

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

7. **Payment of Other Charges**

7.1 The Purchaser/s shall on or before delivery of possession of the said Apartment/Flat deposit and keep deposited with the Developer/Owner 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 Developer/Owner / service provider,	

	as may be directed by the Developer/Owner	
	Total:	

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

Sr.No.	Particulars	Rupees
(i)	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	
(ii)	Estimate amounts for deposit towards electric connection charges	
(iii)	Estimate amounts for deposit towards other utility / services charges	
(iv)	Estimate amounts for deposits of electrical receiving and sub-station in the Layout	
(v)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / Apex Body	
(vi)	Estimate amounts towards legal charges for documentation which shall be payable _____	
	Total:	

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

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

9. **Developer/Owner to appropriate dues**

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

10. **Time is of essence**

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

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

11. **Interest**

11.1 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.

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

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

Developer/Owner. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer/Owner.

12. **Floor Space Index**

- 12.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a single land on the basis of the available Floor Space Index ("**FSI**") on the entire Land and accordingly the Developer/Owner shall develop the Land in multiple phases.
- 12.2 The Developer/Owner declares that FSI available as on date in respect of the Land is _____ square meters only and the Developer/Owner has planned to utilize FSI of ____ square meters on the said Phase by utilizing the FSI of the said Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- 12.3 Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer/Owner in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/units in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.
- 12.4 The Purchaser/s acknowledge(s) that the Developer/Owner alone is entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or transferable development rights ("**TDR**") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner as the Developer/Owner deems fit.

- 12.5 The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer/Owner shall also be entitled to freely deal with other phases comprised in the said Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer/Owner may deem fit (ii) the Developer/Owner may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer/Owner on the Land.
- 12.6 Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/flat(s)/premises/units in the buildings being constructed on the Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of apartment(s)/flat(s)/premises/units in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer/Owner, till the time the development of the entire Layout as contemplated by the Developer/Owner is completed by the Developer/Owner and building(s) / Land is conveyed to the association / apex body / apex bodies in the manner set out herein below.
- 12.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer/Owner and the Developer/Owner shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer/Owner 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.
- 12.8 The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or

increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer/Owner, if permitted by the MCGM and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer/Owner who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer/Owner may deem fit.

13. Adherence to Sanctioned Plans

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

14. Possession

- 14.1 The Developer/Owner shall offer possession of the Apartment/Flat to the Purchaser/s, after obtaining the Occupation Certificate for the said Apartment / Flat on or before ___day of ___, 20___ (“**Delivery Date**”) and shall deliver the Common Areas and Facilities such as _____ on or before _____, subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities such as _____ shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer/Owner and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (“**Extension Event**”). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
- 14.2 Further, in the event the Developer/Owner is unable to offer possession of the Apartment/Flat on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable

extension of time, then on demand in writing by the Purchaser/s, the Developer/Owner shall refund the amounts received from the Purchaser/s along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Developer/Owner to the Purchaser/s, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title interest in the Apartment/Flat, and the Developer/Owner shall be entitled to deal with the same at its sole discretion.

15. **Manner of Taking Possession**

- 15.1 The Purchaser/s shall take possession of the Apartment/Flat within 15 (fifteen) days from the date Developer/Owner offering possession of the Apartment/Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer/Owner shall give possession of the Apartment/Flat to the Purchaser/s. Upon receiving possession of the Apartment/Flat or expiry of the said 15 days from offering of the possession ("**Possession Date**"), the Purchaser/s shall be deemed to have accepted the Apartment/Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer/Owner, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Apartment/Flat shall pass and be deemed to have passed to the Purchaser/s.
- 15.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Apartment/Flat within the time stipulated by the Developer/Owner, then the Purchaser shall in addition to the above, pay to the Developer/Owner 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/Flat ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment/Flat shall remain locked and shall continue to be in possession of the Developer/Owner but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.
- 15.3 It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Apartment/Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s

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

16. Outgoings

- 16.1 From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.
- 16.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Purchaser/s shall pay to the Developer/Owner such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer/Owner provisional monthly contribution as determined by the Developer/Owner from time to time. The amounts so paid by the Purchaser/s to the Developer/Owner shall not carry any interest and remain with the Developer/Owner until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer/Owner to the common organization.
- 16.3 The Developer/Owner shall maintain a separate account in respect of sums received by the Developer/Owner from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or

towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Defect Liability Period

17.1 If the Purchaser brings to the notice of the Developer/Owner any structural defect in the Apartment/Flat/Building(s)/Wing(s) within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer/Owner without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer/Owner'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.

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

18. Foreign Exchange Management Act

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

19. **Anti-Money Laundering**

19.1 The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the 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**").

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

19.3 The Purchaser/s further agree(s) and confirm(s) that in case the Developer/Owner becomes aware and/or in case the Developer/Owner is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer/Owner shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Apartment/Flat neither have any claim/demand against the Developer/Owner, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer/Owner to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer/Owner a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

20. **Default By Purchaser/s**

20.1 In the event if the Purchaser/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer/Owner shall be entitled, without prejudice to other rights and remedies available to the

Developer/Owner including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.

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

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

In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer/Owner's default, then the Purchaser/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer/Owner expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer/Owner, this clause shall be dealt with in accordance with clause 20.2 and the Developer/Owner shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer/Owner, comply with all other requirements of the Developer/Owner as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer/Owner in any manner whatsoever. Further, upon such termination, the Developer/Owner shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion.

21. **Association Structure**

- 21.1 The Developer/Owner shall at its discretion, as prescribed under the Relevant Laws,
- (i) form association of the purchasers of apartment(s)/flat(s)/premises/units in the Building(s) (being either a co-operative society/condominium/limited company or combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer/Owner may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.
 - (ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Body**") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Bodies**") for each of residential and commercial zones, as the Developer/Owner may deem fit, for the purposes of effective

maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer/Owner may deem fit to be known by such name as the Developer/Owner may decide, within such period as may be prescribed under the Relevant Laws.

- (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 21 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer/Owner may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Developer/Owner may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.
- (iv) Make provisions for payment of outgoings/CAM to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Apartment/Flat is located and the entire Project.

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

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

21.3 The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Developer/Owner 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 Developer/Owner may deem fit. The Developer/Owner shall convey its title in respect of the Land to the association / Apex Body / Apex Bodies within such period as the Developer/Owner may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the 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 hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Developer/Owner from time to time.

21.4 The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within _____ days from intimation by the Developer/Owner. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer/Owner in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer/Owner and the other

purchasers of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s). The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the association / apex body / apex bodies by the Developer/Owner as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize(s) the Developer/Owner to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

21.5 The Developer/Owner 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).

21.6 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of 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.

22. **Facility Management Company**

22.1 By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer/Owner of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer/Owner may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings as provided under Clause ___ above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even

after formation of the association/ apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer/Owner has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer/Owner shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

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

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

23. **Fit out Manual**

23.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/owner/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 Fit-Out Manual will be shared at the time of handing over possession of the Apartment/Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment/Flat or the Building, the Developer/Owner shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Apartment/Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation

by the Developer/Owner in that behalf. If the Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer/Owner may carry out necessary rectification/restoration to the Apartment/Flat or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer/Owner shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer/Owner any such costs/charges and expenses within 7 (seven) days of demand by the Developer/Owner, the same would be deemed to be a charge on the Apartment/Flat. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer/Owner (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer/Owner or which the Developer/Owner 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 Developer/Owner 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).

- 23.2 Upon the possession of the Apartment/Flat being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer/Owner, 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 or his agents and the Purchaser/s shall reimburse and/or pay to the Developer/Owner or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Developer/Owner shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Apartment/Flat as aforesaid. If the Apartment/Flat is closed and in the opinion of the Developer/Owner any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser/s consent(s) to the Developer/Owner to break open the lock on the main door/entrance of the Apartment/Flat and the Developer/Owner shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Apartment/Flat.

24. Representations and Warranties of the Developer/Owner

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

- (i) The Developer/Owner has clear and marketable title with respect to the project land; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Developer/Owner has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Apartment/ Flat or Project Land or the Project except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Developer/Owner has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, Building/wing and common areas;
- (vi) The Developer/Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer/Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project

Land, including the Project and the Apartment/Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;

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

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

- 25.1 The Developer/Owner reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of 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 such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if

necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s)/premises/units in building constructed on the Project Land till such time the Land is handed over to the association/society/condominium/limited company/Apex Body/Apex Bodies.

25.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Apartment/Flat to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/units in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

26. **Brand Name & Project Name**

26.1 It is agreed by the Purchaser/s that the name of the Project “_____” or of the individual towers may be changed at the sole discretion of the Developer/Owner in accordance to the Relevant Laws.

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

apex body / apex bodies of the Apartment/Flat purchasers shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

27. Representations by Third Parties

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

28. Transfer

Only after payment of (i) minimum _____ percent of the Total Consideration by the Purchaser/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated _____, whichever is later from (i) and (ii), the Purchaser/s may transfer his rights, title and interest in the Apartment/Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer/Owner. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer/Owner, payment of the monies due and payable by the Purchaser/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 Developer/Owner. Further, the Developer/Owner reserves the right to allow such transfer at its sole discretion.

29. Obligations, Covenants, Representations of Purchaser/s

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

- (i) To maintain the Apartment/Flat at the Purchaser/s'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 in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Developer/Owner to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated nor shall demand partition of the Purchaser's interest in the Apartment/Flat and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good 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, pardis or other structural members in the Apartment/Flat without the prior written permission of the Developer and/or the society or the limited company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.
- (vii) That the dry and wet garbage shall be separated and the wet garbage generated in the 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 Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat by the Purchaser/s for any purposes other than for the purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/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 Developer, within 7 (seven) working days of demand, by the Developer 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 Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (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 Developer/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 Purchaser/s, the Purchaser/s may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (xvi) The Purchaser/s and/or the Developer/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 Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- (xviii) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions,

alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the 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 Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (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 Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (xxi) Usage of Apartment/Flat Areas & Car Parks by Purchaser

The Purchaser/s agree(s) to use the Apartment/Flat or any part thereof or permit the same to be used only for the purpose of residence only. The Purchaser/s further agree(s) to use the garage or parking space only for the purpose of keeping or parking car.
- (xxii) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed

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

- (xxiii) The Purchaser/s undertakes that the Purchaser/s 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 Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- (xxiv) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xxv) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment/Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (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 Developer.

30. **Rights of the Developer**

- 30.1 Developer/Owner's obligation for obtaining occupation certificate (OC)/completion certificate (CC)

The Developer/Owner 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, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment/Flat.

30.2 Hoarding rights

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

30.3 Retention

Subject to, and to the extent permissible under the Relevant Laws, the Developer/Owner 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.

30.4 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 Developer/Owner at all times and the Developer/Owner 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 Developer/Owner may deem necessary.

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

30.5 Basement/Podiums

The Purchaser/s hereby consents to the Developer/Owner dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer/Owner. The Developer/Owner 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.

30.6 Assignment

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

30.7 Additional Construction

The Purchaser hereby consents that the Developer shall be entitled to construct any additional area/structures in the Project as the Developer may deem fit and proper and the Developer shall, at its sole

discretion, deal with and/or dispose of the same without any reference to the Purchaser/s and/or the association / apex body / apex bodies, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Project Layout.

30.8 Mortgage & Security

The Developer/Owner 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 Developer/Owner shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Developer/Owner shall be the principal debtor and it shall be the sole responsibility of the Developer/Owner 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 hereby gives express consent to the Developer/Owner 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.

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

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

32. **Binding effect**

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

33. **Entire agreement**

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

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

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

35. **Severability**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to

amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

36. **Waiver**

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

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

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

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

40. **Present for registration**

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

41. **Notices**

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

To the Purchaser:

Name:

Address:

Notified E-mail ID:

To the Developer/Owner:

Name:

Address:

Notified E-mail ID:

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

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

42. **Satisfied with the Developer/Owner's title**

The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project

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

43. **Joint Purchaser/s**

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

44. **Stamp duty and Registration charges**

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

45. **Arbitration**

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

46. **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 Kolkata 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 the Act and Rules and any/all other applicable laws, 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.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 26.71 acres more or less situate at 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. No.	Khatian	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

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of non-irrigated land containing an area of 22.90 acres be the same a more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality, Kolkata-700 115 comprised in the following:-

Mouza Sukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 comprised in :

R.S. Dag No.	Area (In Acres)
3446	0.30
3422	0.13
3420	0.33
3426	0.26
3413	0.06
3416	0.30
3423	0.01
3468	0.23
3469	0.06
3470	0.59
3470/3540	0.28
3471	0.13
3450	0.84
3447	1.46
3450/3558	0.22
3459/3559	0.31
3472	0.72
3477	0.76
3466	0.19
3475	0.26
3464	0.066

3465	0.005
3473	0.41
3474	0.20
3467	0.061
3452	1.30
3453	0.042
3452/3539	0.124
3421	0.39
3424	0.54
3425	0.04
3432	0.44
3462	0.047
3463	1.359
3451	0.23
Total	12.694 Acres

And in Mouza Rambhadrabati, J.L. No.07, P.S. Khardah, L.R. Khatian No.1023 comprised in:

L.R. Dag No.	Area (In Acres)
283	0.768
284	0.26
285	0.41
286	3.17
287	1.39

288	1.74
289	1.292
291	1.006
292	0.17
Total	10.206 acres

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO)

PART I

ALL THAT the Unit _____ on the _____ floor of the Tower named “_____” of the Complex known as **GODREJ PRAKRITI** now in course of construction on the portion of the land described in the Second Schedule hereinabove written containing a carpet area of _____ **sq.mtr.** together with exclusive area of _____ sq.mtr. (collectively measuring _____ sq.mtr., equivalent to _____ **sq.mtr.**) be the same a little more or less and the proportionate common area of _____ **sq.mtr.** be the same a little more or less aggregating to super built up area of _____ **sq.mtr.** (equivalent to _____ **sq.mtr.**) be the same a little more or less and delineated in the **plan** annexed hereto duly bordered thereon in “**RED**” TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities, and amenities of the said Tower. TOGETHER WITH the undivided proportionate variable impartible share in the land underneath the said Tower attributable thereto.

PART II

ALL THAT right to use one number of car in the _____ Car Parking Space of the COMPLEX.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

PART - I

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures as allocated by the OWNER.
6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G, transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) part of the top roof of the Block not meant for common use including the roof of the overhead water tanks and

lift machine rooms, the parapet walls of and all constructions on the top roof, (II) Open terraces on any floors of the Block (III) the Parking spaces of the Block (Save and except the parking space, roof, terraces specifically allotted to the Purchasers (IV) the elevation and the exterior of the Block (V) Gardens/Lawns (VI) Transformer, Effluent Treatment Plant etc., water treatment unit, D.G and (VII) Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto. The excluded and reserved areas shall never be claimed by the Purchasers to be a part of the Block's Common Portions and the Owner shall be entitled to all rights and interest in respect thereof.

PART - II **SPECIFICATIONS**

Structure

- RCC Frame structure standing on plie foundation

Wall Finish

- All Rooms including all toilets and Kitchen -Putty Finish

Flooring

- Living & all rooms, balcony, passages, spaces (except kitchen & toilets) – Vitrified Tiles
- Kitchen- Ceramic Tiles
- Toilets- Anti Skid Ceramic Tiles

Dado

- Kitchen-Glazed ceramic tile-2'-0" above platform
- Utility Space-External Wall finish
- All Toilets-Glazed ceramic tile-7'-0"ht

Kitchen

- Platform- Granite Top 2'-0" width
- Sink-Stainless steel Single Bowl

Sanitary & CP Fitting

- All CP fittings (bathroom & kitchen) Jaquar or equivalent
- All toilets-Floor mounted EWC with Cistern (Plastic body),
- Wash Basin with 1 way bib cock, CP Grating
- Kitchen-Sink Tap

Doors

- Main Door: Frame – Wooden Door Frame, Shutter-35mm thick flush Door, Finish-Teak veneer on one side
- Other Doors:- Frame- Wooden Door Frame ,Shutter-30mm thick flush Door, Finish-synthetic enamel paint both sides
- Toilet Doors:- Frame- Wooden Frame, Shutter-White colour PVC

Windows

- All Rooms:- Anodized Aluminum Sliding Window with 4 mm clear glass
- All Toilets:- Aluminum Fixed louver type ventilator

Electrical

- Switches:- ISI mark Modular type switches.

THE FIFTH SCHEDULE ABOVE REFERRED TO **(Maintenance Charges)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Association/Maintenance Agency) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective Towers of the complex and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens, water bodies and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional lighting apparatus as the Developer/ OWNER may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various Towers of the complex or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit/Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.

15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the OWNER may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Maintenance Agency/Association/Holding Organisation it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Maintenance Agency/Association/Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance Agency/Association/Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Maintenance Agency/Association/Holding Organisation.

23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

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
OWNER /DEVELOPER at Kolkata
in the presence of :

SIGNED AND DELIVERED by the
PURCHASERS at Kolkata in the
presence of :

RECEIVED of and from the
withinnamed **Purchaser/s** the within
mentioned sum of Rs. _____/-

(Rupees _____) only being the part
payment as per memo below:-

MEMO OF CONSIDERATION

<u>D a t e</u>	<u>Cheque No.</u>	<u>Bank & Branch</u>	<u>A m o u n t (in Rs.)</u>
TOTAL			

(RUPEES _____) ONLY

WITNESSES:-