

Deviation of Model Form highlighted in GREY Colour
Modifications/additional clauses highlighted in YELLOW Colour

DRAFT WITHOUT PREJUDICE

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

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement for Sale") made at Nagpur on this _____ day of _____ i
n the year Two Thousand and Twenty-Four.

BETWEEN

DREAM WORLD LANDMARKS LLP (LLPIN)AAA-8207), a limited liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai 400079, Permanent Account Number (PAN AAIFD5398J) hereinafter referred to as the "Developer" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

AND

1. NAME, age XX years, Occupation XXXX, Permanent Account Number (PAN)



XXXXXXX,

Residing

at, _____.

hereinafter collectively referred to as “**the Purchaser/s**” (which expression shall unless repugnant to

the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the organization, their partners/ directors/ owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **SECOND PART**.

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

WHEREAS:

A. M/S Rohit Iron And Steel (India) Private Limited, M/S Shrivani Estates LLP And Rajadhiraj Tirupani Vinayak Natraj Private Limited (therein collectively referred to as “**Vendors**”) were the owners of and absolutely seized and possessed of or otherwise well and sufficiently entitled to the contiguous block of lands, bearing Khasara Nos 120/1, 120/2, 120/3, 121/1, 121/2, 126/1, 126/2, 127/1/A, 127/2, 127/3, 147/1, 147/2, 150, 152, 153/1, 153/2, 93, 94, 95/1, 95/2, 95/3, 95/4, 95/5, 96, 161, 162/1, 162/2, 162/3, 162/4, 162/5, 123/2/1 (P), 123/3/1 (P), 116/1 (P), 116/3 (P) 122/1 (P) and 122/2 (P) admeasuring in the aggregate ~ 45 H 26.11 Ars. (hereinafter referred to as the “**said Land**”) situated at Village Sumthana, Taluka Hingana, District Nagpur more particularly described in the **Schedule I** hereunder written.

B. Vide Notification bearing ref no. NMRDA-3316/C.R.55/UD-7 dated 04-03-2017 issued by the Government of Maharashtra under Section 3 (1) of Maharashtra Regional Town Planning Act, 1966, the Nagpur Metropolitan Region Development Authority (“**NMRDA**”) was appointed as the Planning Authority in respect of lands more particularly set-out under the said Notification including the said Land which falls within the notified area set out mentioned in the said notification.



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- C. By and under three registered Deed of Conveyance dated 28th September 2023, 24th January 2024 and 24th January 2024 (hereinafter collectively referred to as “**Conveyance Deed for the said Land**”) respectively registered in the office of the Sub-Registrar of Assurances, Hingana, under Document Serial No 8110 of 2023, 765 of 2024 and 769 of 2024 and executed by and between the Vendors and the Developer herein, the Vendors therein sold, conveyed and transferred the said Land in favour of the Developer as per the terms mentioned in the said Conveyance Deed for the said Land. The latest 7/12 extracts of the said Land reflecting the name of the Developer is hereto annexed and marked as **Annexure “3”**.
- D. Accordingly, the Developer became the lawful owner and is thus seized and possessed of and otherwise well and sufficiently entitled to the said Land as owner thereof.
- E. In furtherance thereto, the Developer, being desirous of developing the said Land, applied for and obtained the final/ approval for the sanctioned layout in respect of the said Land admeasuring _____sq. meters from the Hon’ble Metropolitan Commissioner, NMRDA vide letter bearing _____dated _____**Layout Approval**”) subject to compliance of terms and conditions more particularly set out therein. Copy of the Layout Approval letter dated _____is hereto annexed and marked as **Annexure “4”**.
- F. The said Land has been converted for Non-Agricultural Use vide Order bearing No. Prastutkar/Jilhadhikari/Kavi-...../...th, 2024 dated issued by the Collector, Nagpur passed in Revenue Case No.....subject to terms and conditions more particularly set out therein. Copy of the said Non-Agricultural Order is hereto annexed and marked as **Annexure “5”**.
- G. The Developer has entered into a Development Agreement with NMRDA on, 2024 (“**Development Agreement**”) with respect to carrying out development work of certain infrastructure in terms of the Layout Approval on terms and conditions in the manner set-out in the said Development Agreement. Copy of the said Development Agreement is hereto annexed and marked as **Annexure “6”**.
- H. In terms of the Development Agreement, the Developer has further obtained release letter



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bearing ref no. _____ dated _____ from NMRDA permitting sale of plots in respect of the Project Land (*as defined below*) on terms and conditions and in the manner as more particularly set out therein.

- I. In terms of its entitlements under the Conveyance Deed for the said Land and the Layout Approval and other permissions issued by NMRDA, the Developer is presently developing the said Land admeasuring _____ sq. mts. ("Project Land") in terms of the Layout Approval more particularly described in **Schedule II** hereunder and delineated in thick black colour boundary line in the plan hereto annexed and marked as **Annexure ""**. The said Project Land is being developed as per the Layout Approval under the name and style of "Godrej Forest Estate", which is hereinafter referred to as the "Project".
- J. As per the Layout Approval, the Project Land comprises of:
- _____.plots totally admeasuring _____ sq. meters ("Plotted Area");
 - Recreation Open Space totally admeasuring _____ sq. mts. ("Recreational Open Space/s") as more particularly is shown in _____ colour hatched lines in the plan hereto annexed and marked as **Annexure ""**. The Recreation Open Space/s, subject to provisions of Clause 26 hereinbelow, shall be accessible to all residents/plot-owners of the Project. A portion of the Recreation Open Space/s shall be used for providing the Common Recreational Amenities/ Facilities as more particularly mentioned in **Annexure ""** ("Common Recreational Amenities/ Facilities");
 - Amenity space/s totally admeasuring _____ sq. mts. ("Amenity Space") as more particularly is shown in _____ colour hatched lines in the plan hereto annexed and marked as **Annexure ""** which shall be dealt with by the Developer in the manner set-out in Clause 26.5.
- K. In terms of the Layout Approval and the Development Agreement with NMRDA, the Developer shall be developing/ providing shared network of utilities, inter alia, electricity, water supply, sewerage / drainage, road/s, access and street lighting ("Basic Infrastructure Facilities").
- L. As per the Layout Approval, a portion of land admeasuring _____ sq. meters is reserved for DP/24 meter road-widening area/ 18 meter road-widening area ("Total DP Road Area") and a portion of land admeasuring _____ sq. meters comprising of the internal road area



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i.e. 15 meter, 12 meter and 9 meter roads respectively ("Total Internal Road Area"). The said Total DP 24 meter Road Area and Total Internal Road Area along with certain infrastructure developed thereon and on the said Project Land forming part of the Basic Infrastructure Facilities shall be handed over by the Developer to NMRDA and Gram Panchayat / relevant authority respectively, to be developed as per the Development Agreement and/or in accordance with Relevant Laws.

M. The Developer hereby declares to carry out the development in consonance with the Relevant Laws in the manner the Developer may deem fit. For the purpose of this Agreement for Sale, "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 for Sale.

N. The Developer has appointed ANA Consortium Pvt.Ltd Architects (License No. CA/89/11974) Designers, as their Architects at Project site and entered into a standard agreement with them registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

O. The Developer has appointed CBM Engineers, as structural Engineer and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Project.

P. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules") with the Real Estate Regulatory Authority at authenticated copy of which is attached as Annexure "".

Q. The Developer has sole and exclusive right to develop the said Project as per the Layout Approval and to sell the Plot (as defined hereunder) in the said Project and to enter into this Agreement for Sale with the Purchaser/s of the Plot and receive the sale consideration in



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respect thereof as per the applicable laws.

- R. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title and relating to the said Project including the plans, designs and specifications relating to the Project prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules"), regulations and amendments thereof.
- S. The authenticated copy of the Title Certificate dated as issued by in respect of Developer's title to the said Land, is annexed and marked as Annexure "". The Developer has got some of the approvals from the concerned local authority(s) to the plans of the said Project and shall obtain the balance approvals from various authorities from time to time.
- T. While issuing the final sanction of the Project, the concerned local authority and/or Government has laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project.
- U. The Purchaser/s has applied to the Developer for allotment of a Plot bearing No. ____ (as shown in the Layout Approval) and admeasuring _____ sq. meters hereinafter referred to as the "said Plot".
- V. The copy of the plan of the said Plot agreed to be purchased by the Purchaser/s, as in accordance with the Layout Approval for the said Project is annexed and marked as Annexure "".
- W. 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 for Sale and all Relevant Laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter.
- X. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of



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Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Plot agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

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

Z. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Plot.

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

1. Purchase and Sale of the Plot

- 1.1 The Purchaser/s has/have agreed to acquire and the Developer has agreed to sell the said open Plot No. _____ admeasuring _____ sq. mtr. along with the right to construct thereon as per Relevant Laws for such consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the **Schedule III** hereunder written and shown on the plan thereto annexed as **Annexure “”** (hereinafter referred to as the **“Plot”**)
- 1.2 The Purchaser agrees and is aware that the Common Recreational Amenities/Facilities and Basic Infrastructure Facilities (subject to what is set out in Recital J and Clause 26) shall be available commonly for the use and enjoyment of all plot holders in the Project subject to such terms and conditions as may be imposed by the competent authorities/ association/ co-operative society / apex body/ limited company.
- 1.3 The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the right to use and enjoy in common, along with other plot owners/occupiers in the Project Land, the Common Recreational Amenities/ Facilities as per the specifications and timelines set out in the **Annexure “”**.



- 1.4 Subject to the terms of this Agreement for Sale and on execution of the Deed of Conveyance in favour of the Purchaser/s with respect to the said Plot, the Purchaser/s shall have absolute right to use and enjoy the said Plot on a freehold basis subject to such terms and conditions as may be imposed by the competent authorities/ association/ co-operative society / apex body/ limited company for all the plot-owners in the Project.
- 1.5 The Purchaser/s shall carry out necessary steps for effecting the transfer of name in the revenue records in respect of the said Plot at his/ her/ its own cost and expense. However, the Developer shall provide necessary documents or support as may be required.

2. Consideration and Exclusions

- 2.1 As mentioned above, the Developer herein agreed to sell to the Purchaser/s and the Purchaser/shas/have agreed to purchase from the Developer the said Plot inclusive of the right to use the Common Recreational Amenities/Facilities and Basic Infrastructure Facilities (subject to terms hereof) mentioned in Annexure "" and Annexure "" respectively for the mutually agreed consideration of Rs- _____ ("Total Consideration") only. The Purchaser/s shall make the payment of the same in the name of "....." or such other name/s as may be specified from time to time by the Developer. The said Total Consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and all the other outgoings which shall be paid by the Purchaser/s separately as specified in Clause 3 of this Agreement.
- 2.2 The Purchaser/s hereby agrees to pay to the Developer the Total Consideration in the manner more fully described in Annexure "" ("Payment Schedule"), comprising consideration towards :-

Sr. No.	Particulars of Total Consideration	Rupees
(i)	Towards the Plot	XX/-
(ii)	Basic infrastructure development charges	XX/-
(iii)	Common Recreational Amenities/Facilities development charges	XX/-
	Total Consideration	XX/-

The applicable taxes on the Total consideration, including but not limited to the GST shall be



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payable by the Purchaser/s.

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

3. Payment of Other Charges

The Purchaser/s, along with the aforementioned Total Consideration, shall on or before delivery of possession of the said Plot, deposit and keep deposited with the Developer the following amounts, which shall be transferred to the association/ co-operative society / apex body / limited company of all the plot-owners in the Project:

Sr. No.	Particulars	Rupees
(i)	12 month's estimated amount for advance maintenance towards provisional monthly contribution towards outgoings of association/ co- operative society / apex body / limited company of all the owners in the Project	XX/-
(ii)	Corpus Fund	XXX/-
	Total:	XXXX/-

The applicable taxes on the above amounts, including but not limited to the GST shall be payable by the Purchaser/s

4. Maintenance of the Plot/ Layout

Commencing the week after Notice in writing is given by the Developer to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Developer, the Purchaser/s hereby agree/s and bind/s himself/ herself/ themselves to pay to the association/ co-operative society / apex body / limited company / Developer/Facility Management Company, charges towards outgoings and such other charges as set out under this Agreement.

5. Construction by the Developer

The Developer is constructing and developing the Project in accordance with the plans,



designs and specifications as approved by NMRDA from time to time. Provided, that the Developer shall not carry out any major alteration or variation or modification in the approved layout except in accordance with the Relevant Laws. However, the Developer shall be entitled to carry out minor additions or alterations due to architectural and structural reasons duly recommended and verified by architect or engineer and/ or as permitted under the Relevant Laws.

6. Formation of Final Body of Purchaser/s:

The Developer shall, on execution of registered Agreement for Sale by 51% purchasers form within a period of 3 months from handing over possession of the last unsold plot to the concerned purchaser/s, in of the said Project, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such otherbody as may be deemed fit by the Developer of which all the purchasers of the plots shall be bound to become and be admitted as members. However, any delay towards affixing signature of Allottee/Purchaser's on such association/ co-operative society / apex body/ limited company formation documents and procedural delays on account of co-operative department will not be to the account of the Developer.

7. Construction on the Plot by the Purchaser/s:

- 7.1 The Purchaser/s is aware that the development of the Project including the said Plot shall be implemented in accordance with the Layout Approval and the Development Agreement for the Project. The Purchaser/s hereby agrees and undertakes to adhere and comply with the Layout Approval for the Project and abide by the rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory / planning authorities / Developer/ association/ co-operative society/ apex body / limited company for all the owners in the Project in relation to any construction to be undertaken by the Purchaser/s on the Plot. In terms of the aforesaid, the Purchaser/s has/have accordingly accorded his/her/its consent / no objection as per the letter annexed at Annexure "" ("Consent Letter and Design Guidelines").
- 7.2 Pursuant to the execution of said Agreement for Sale, the Purchaser/s agrees and confirms that he/she/they/it shall carry out the construction on the said Plot in adherence of the Layout Approval for the said Project by obtaining all necessary approvals and sanctions from the planning/sanctioning authorities/ at his/her/their/its own cost within the



stipulated time and in accordance with rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory / planning authorities/Developer/ association/ co-operative society / apex body/ limited company for all the plot-owners in the Project in this regard. Provided however, the Purchaser/s shall submit such plans to the sanctioning/planning authorities for approval only after obtaining prior written No-Objection Certificate ("NOC") from the Developer/ association/ co-operative society / apex body / limited company for all the plot-owners in the Project/said Land (as the case maybe).

- 7.3 While carrying out the construction, the Purchaser/s shall be liable and responsible to comply with all the statutory labour & safety compliances, rules and regulations under Relevant Laws and carry out construction as per the sanctioned plans/ layout. The Purchaser/s shall indemnify and keep indemnified the Developer from and against all the acts and deeds of the Purchaser/s and its contractors and their employees, representatives and agents while carrying out the work of construction on the said Plot. The Developer/ association/ co-operative society/ apex body/ limited company for all the plot-owners shall have the right of supervision and shall demand inspection of the required data, documents from the Purchaser/s to ensure that there is no violation of the rules/regulations/Relevant Laws on part of the Purchaser/s while carrying out the construction.
- 7.4 While carrying out the construction on the said Plot, the Purchaser/s shall be liable and responsible to comply with all the rules and regulations under Relevant Laws and carry out all the activities as per the Layout Plan/sanctioned plans/ regulations/ bye- laws/ guidelines/ stipulations, if any, framed by the statutory/ planning authorities/ Developer/ association/ co-operative society/ apex body/ limited company for all the plot-owners in the Project/ any terms and conditions as mentioned in the said Agreement for Sale, and in case of any deviations in respect thereof, the same shall be rectified strictly at the cost and consequences of the Purchaser/s and the Developer/its subsidiaries/its affiliates shall not be held responsible for any such costs or consequences.
- 7.5 The Purchaser/s agrees and undertakes to complete the construction in the manner as prescribed above no later than (.....) years from the date of possession of the said Plot. The construction shall be deemed to be completed on the date the occupation certificate/ completion certificate in respect of the construction on the said Plot is received.



8. Variation in Area of the Plot

The Developer shall confirm the Area of the Plot as per Layout for the Project at the time of handover of the possession of the said Plot to the Purchaser/s. In the event of any variation in the Area of the Plot, the Total Consideration payable for the Area of the Plot shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under Clause 2. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement for Sale.

9. Payment Schedule & Manner of Payment

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

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

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

Beneficiary's Name :

Beneficiary's Account No:

Bank Name:

Branch Name:

Bank Address:

Swift Code :

IFSC Code :

9.4 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement for Sale including timely payment



of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Purchaser/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s. It may be noted that such rebate shall be subject to the deduction of TDS as per applicable laws.

9.5 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 23 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000 (Rupees Five thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000 (Rupees Ten Thousand only) in addition to the Interest for delayed payment along with the applicable taxes, if any. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

9.6 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.

10. Taxes

10.1 The Total Consideration above as well as other outgoings which shall be paid by the Purchaser/s separately as specified in Clause 3 of this Agreement 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 Relevant Laws or any amendments thereto pertaining or relating to the sale of Plot / Project Land.

10.2 For the purpose of this Agreement for Sale,

- "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.

10.3 Taxes shall be payable by the Purchaser/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same. The Purchaser/s hereby understand/s and agree/s that it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement for Sale.

11. Tax Deducted at Source

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

12. Developer to appropriate dues

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

13. Time is of essence

13.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Project and (i) handing over the Plot to the Purchaser/s; (ii) the Common Recreational Amenities/ Facilities to the association / co-operative society / apex body / limited company for all the owners of the Plot / Apex Body; and (iii) Basic Infrastructure Facilities to the statutory / planning authorities / Developer/ association/ co- operative society / apex body / limited company for all the



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owners, as the case may be.

13.2 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 for Sale subject to the completion of construction by the Developer as provided herein.

14. Interest

14.1 All outstanding amounts payable by any Party under this Agreement for Sale 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.

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

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

15. Floor Space Index

15.1 The Purchaser/s has/have been informed and is/are aware that the buildable area for the said Plot shall be basis the sanctioned Floor Space Index available on the Plot as determined under the applicable rules and/or regulations of the appropriate authority (“Sanctioned FSI”).

15.2 Save and except the Sanctioned FSI, the Developer in its sole discretion, may allocate and deal in any manner with buildable FSI for each of the structure/building/tower/premises or any other spaces being constructed/to be constructed, if any, by the Developer on the Project Land as it may deem fit and the Purchaser/s is/are agreeable to this and shall not dispute the same or claim any additional FSI in respect of any such building/structure/tower/premise or any other space or the Project Land.



15.3 All FSI and/or Transfer of Development Rights ("TDR") at any time available in respect of the Project Land shall always belong absolutely to the Developer for utilization or disposal in such manner as the Developer may deem fit, till the time the development of the entire Project as contemplated by the Developer is completed by the Developer. It is further clarified that benefactor of FSI/TDR, if any, in lieu or surrender of any areas forming part of the Project Land including but not limited to the Total DP Road and Internal Road, and any portion forming part of the Basic Infrastructure Facilities and/or Amenity Space shall exclusively belong to the Developer.

Further, the Purchaser/s hereby agrees, acknowledge/s and confirm/s that the Developer, at its/their discretion, shall be entitled to add/amalgamate adjoining land parcels to the Project Land and shall be solely entitled to utilise the development potential of such additional land.

16. Adherence to Sanctioned Plans

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of final sanctioning of the said plans and/ or any allied documents issued in respect thereof.

17. Possession of the Plot

17.1 The Developer shall offer possession of the said Plot on or before, by such date the Basic Infrastructure Facilities (as set out in **Annexure ""**) shall also be complete ("**Delivery Date for the Plot**"). The Developer shall deliver the Recreation Open Spaces along with Common Recreational Amenities/ Facilities as referred in **Annexure ""** on or before subject to receipt of approvals from the competent authorities, if applicable ("**Delivery Date of the Common Recreational Amenities/ Facilities**"), subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payment of amounts. Provided however that the Delivery Date for the Plot and Delivery Date of the Common Recreational Amenities/ Facilities as referred shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s ("**Extension Event**"). For the purpose of this Agreement for Sale, "**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 and (c) epidemic/pandemic.

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

17.3 The Purchaser/s further acknowledges that the possession of the said Plot will be handed over to the Purchaser/s upon execution and registration of Deed of Conveyance of the Plot in favour of the Purchaser/s.

17.4 It is further agreed between the Parties hereto that, after receiving the possession of the said Plot by the Purchaser/s in pursuance of this clause, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under any ground whatsoever from the Developer herein under this Agreement for Sale.

18. Manner of Taking Possession

18.1 The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Developer on or before the Delivery Date for the Plot and the handover of the Common Recreational Amenities/ Facilities before the Delivery Date of the Common Recreational Amenities/ Facilities, on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed.

18.2 The Purchaser/s shall take possession of the said Plot within 15 (fifteen) days from the date of Developer offering possession of the said Plot ("**Intimation of Possession**"), by executing a deed of conveyance ("**Deed of Conveyance**") including other necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement for Sale, and the Developer shall give possession of the Plot to the Purchaser/s. Upon receiving possession of the Plot or expiry of the said 15 (fifteen) days from offering of the possession ("**Possession Date**"), the Purchaser shall be deemed to have accepted the Plot, in consonance with this Agreement for Sale, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands



that from such date, the risk and ownership to the Plot shall pass and be deemed to have passed to the Purchaser/s.

18.3 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Plot within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and ten only) per month per square meter of the Area of the Plot ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the Project in terms hereof, inclusive of applicable taxes if any, for the period of such delay. During the period of said delay the Plot shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

18.4 It is hereby agreed between the Parties that upon completion of the development of the Basic Infrastructure Facilities along with completion/handover of the Total DP Road Area and Total Internal Road Area along with certain infrastructure developed on the said Project Land thereon to the competent authority / Gram Panchayat /NMRDA and/or compliance of the development agreement executed between the Developer and NMRDA, the Purchaser/s shall not be entitled to terminate this Agreement for Sale. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Plot within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement for Sale to forfeit/claim the entire Total Consideration along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Plot shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Plot.

19. Outgoings

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



19.2 Until the conveyance of the Recreational Open Spaces along with structures standing thereon (if any) to the association/ co-operative society / apex body / limited company, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the association/ co-operative society / apex body / limited company / Developer/Facility Management Company. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.

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

19.4 In case the transaction being executed by this Agreement for Sale between the Developer and the Purchaser is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

20. Defect Liability Period

If the Purchaser brings to the notice of the Developer any structural defect or any other defect with respect to the Common Recreational Amenities/ Facilities within the period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect or Developer's engineer shall be final in deciding whether there is any actual structural defect in Common Recreational Amenities / Facilities or any defective material being used or regarding workmanship, quality or provision of service. However, any damage due to wear and tear of whatsoever nature is caused thereto the Developer shall not be responsible for the cost of re-instating and/or



repairing such damage caused by the any plot purchaser/s association/ co-operative society / apex body / limited company for all the plot- owners in the Project.

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

22. Anti-Money Laundering

The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement for Sale towards the said Plot is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the



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

23. Default by Purchaser/s

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

23.2 In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Developer shall be entitled, at its sole option, to terminate this Agreement for Sale 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, (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement for Sale, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (collectively referred to as the "Non-Refundable Amounts"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of



cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the Plot 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 Plot and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement for Sale.

23.3 Termination by Purchaser/s

Subject to provisions of Clause 18.4, in the event, the Purchaser/s intends to terminate this Agreement for Sale for reasons other than those attributable to the Developer's default, then the Purchaser/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement for Sale. Upon receipt of Notice for termination of this Agreement for Sale by the Developer, this clause shall be dealt with in accordance with Clause 23.2 and the Developer shall be entitled to forfeit the Non- Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement for Sale 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 Plot and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Plot at its sole discretion.

24. Association Structure



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

- (i) form association of the purchasers of plots in the Project (being either an association/ co- operative society / condominium / limited company or combination of them for all the plot-owners in the Project), as it may deem fit and proper in respect of the Project, which shall be responsible for maintenance and management of the Project/Project Land, within such period as may be prescribed under the Relevant Laws.**
- (ii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved/ undertake/ conduct either by itself or through Facility Management Company (in the manner set out in Clause 25 below), the maintenance and management of the Project/Project Land, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association of the plot-owners on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purpose, the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association of the plot-owners.**
- (iii) Make provisions for payment of outgoings/CAM/maintenance charges to the association/ co-operative society / apex body / limited company/ Facility Management Company for the purposes of maintenance of the entire Project.**

24.2 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 / co-operative society / limited company for all the plot-owners drafted/adopted by the Developer for the association / co-operative society / limited company for all the plot- owners, necessary for the formation and registration of the association / co-operative society / limited company for all the plot-owners within 10 (ten) days from intimation by the Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association for the association of plot- owners/ society. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of the plots. The Purchaser/s shall be bound by the rules, regulations and



bye-laws/memorandum and articles of association of plot-owners/ society 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 of plot-owners/ society by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

24.3 The Developer may become a member of the association of plot-owners/ society / apex body/ association/ limited company to the extent of all unsold and/or unallotted plot(s).

24.4 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/ co-operative society / apex body / limited company/ all purchasers of the plots in the same proportion as the area of the Plot bears to the total area of all plots in the said Project.

25. Facility Management Company

25.1 By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 or any other agency, firm, corporate body, organization or any other person nominated by the Developer ("**Facility Management Company**") to manage, upkeep and maintain the Project together with other building/s (if applicable) and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities. The Purchaser/s hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / region office

25.2 Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Purchaser's proportionate share of the outgoings as provided



under Clause 19 herein). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. 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/ society / apex body / apex bodies / limited company/ common organization. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract /arrangement that the Developer has or may have to enter into with the Facility Management Company ("FM Agreement"). It is hereby clarified that the Purchaser/s agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the association/ co-operative society / apex body / limited company /common organization, as the case may be, the Developer will novate the FM Agreement in favor of the association/ co-operative society / apex body / limited company/common organization, as the case may be. Post expiry of the tenure of the FM Agreement, association/ co-operative society/ apex body / limited company/ common organization, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the purchasers of the units in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s association/ co-operative society / apex body / limited company/common organization, 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, upkeep, management and control of the Project in all respects thereof.

- 25.3 The Purchaser/s agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Facility Management Company.
- 25.4 The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Developer/ Facility Management Company, for the purposes



of framing rules for management of the Project for ensuring safety and safeguarding the interest of the purchasers of plots in the Project and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and/or other purchasers of plots of the Project.

26. Amenity Space, Recreational Open Space/s and Common Recreational Amenities / Facilities

26.1 As per the Final Layout Approval, the Project Land comprises of:

(i) plots totally admeasuring sq. meters ("Plotted Area") annexed and marked as Annexure ""

(ii) Recreation Open space totally admeasuring sq. m. ("Recreational Open Space/s") as more particularly is shown in Green colour hatched lines in the plan hereto annexed and marked as Annexure ""

(iii) Amenity space/s totally admeasuring sq. mts. ("Amenity Space") as more particularly is shown in red color hatched lines in the plan hereto annexed and marked as Annexure ""

26.2 The Purchaser is aware and agrees that the Recreation Open Space/s shall be accessible to all residents/plot-owners of the Project.

26.3 The Purchaser further understands and agrees that a portion of the Recreation Open Space/s admeasuring..... sq. mts. shall be used for providing the Common Recreational Amenities/ Facilities as more particularly mentioned in Annexure "" ("Common Recreational Amenities/ Facilities"). The Purchaser further agrees and confirms that the Developer, may, on a best effort basis, construct a club house, subject to obtaining approvals/sanctions from competent authorities and in such an event, the Developer may provide Common Recreational Amenities / Facilities or a part thereof within the precincts of the said Club House. In this regard, the Purchaser/s acknowledges that certain modifications/amendments are proposed in the said Layout Approval subject to obtaining requisite consent/approval from Nagpur Metropolitan Region Development (NMRDA)/ appropriate authority in accordance with Relevant Laws. The Purchaser/s further confirms and acknowledges that the proposed modifications/ amendments with detailed particulars have been explained to the Purchaser/s by the Developer. The Purchaser/s has/have accordingly granted consent for the said modification(s)/amendment(s) in the MahaRERA prescribed format as per Circular No.



28 of MahaRERA dated 08th March, 2021. Such consent is annexed at Annexure “3”.

26.4 The Purchaser is further aware and acknowledges that in the event the Developer constructs the Club House in the manner setout hereinabove, the Purchaser shall be allowed access to the Club House without being liable to pay any separate consideration towards the membership thereof, subject to applicable conditions as set out by the Developer/association/ co-operative society / apex body / limited company. Further, the said Club House shall be conveyed to the association/ co-operative society / apex body / limited company along with the Open Recreational Open Spaces in the manner set- out under this Agreement.

26.5 The Purchaser is further aware and acknowledges that:

A portion of the said Recreational Open Space admeasuring sq. mts. shall be developed for the purpose of an electric sub-station (ESS) and on completion thereof shall be leased to the competent authority as per Relevant Laws by the Developer /association/ co-operative society / apex body / limited company;

The Developer shall be entitled to deal with all Amenity Space/s or any part thereof including but not limited to development, sale, disposition thereof in the open market in the manner the Developer deems fit and proper in accordance with Relevant Laws.

27. Representations and Warranties of the Developer

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

- a. The Developer has clear and marketable title with respect to the Project Land as declared 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. The Developer has also obtained the necessary NA permission from competent authority;
- b. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the Plot or Project Land or the Project except those disclosed in the title report, if any;



- d. 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, if any; there are no prohibitory order for transfer of the Plot.
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project and/or Project Land 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 and/or Project Land shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all Relevant Laws in relation to the Project and/or Project Land.
- f. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g. Save and except as set out herein, the Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Plot which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;
- h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement for Sale;
- i. At the time of execution of the conveyance deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Purchaser/s
- j. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;



k. 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 Project Land) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

l. The Developer shall obtain all such insurances as may be notified by the Government of Maharashtra.

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

28.1 The Purchaser/s/ other occupants of the Project Land shall (at no point in time) object access to the Developer to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor 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 plot to be constructed on the Project Land (including the said Plot) nor in any way obstruction or causing nuisance to the ingress and egress till such time the Common Recreational Amenities/ Facilities and common areas is handed over to the association/ co-operative society / apex body / limited company for all the owners (as the case maybe).

Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Plot to be executed in respect of the sale/transfer of the plot(s) in the Project to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

29. Brand Name & Project Name

29.1 It is agreed by the Purchaser/s that the name of the Project “.....” maybe changed at the sole discretion of the Developer in accordance to the Relevant Laws.



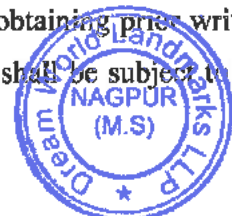
29.2 It is further agreed by the Purchaser/s that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("Brand Name") shall at all times be subject to the sole control of Godrej Properties Limited ("GPL"). It is agreed and accepted 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 colour 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 plot(s). However, it shall be the sole discretion of GPL to associate its name/ Brand name with the association / apex body / co-operative society / limited company for all the owners (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 / co- operative society / limited company for all the plot-owners shall not be entitled to change the name of the Project without written consent of GPL.

30. Representations by Third Parties

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

31. Transfer

Only after (i) payment of minimum 50% (fifty percent) of the Total Consideration by the Purchaser/s and (ii) a term of twelve months has elapsed from the date of Allotment Letter whichever is earlier, the Purchaser/s may transfer his rights, title and interest in the Plot under this Agreement for Sale to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Purchaser/s shall be subject to the



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terms and conditions of this Agreement for Sale, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer and payment of the monies due and payable by the Purchaser/s under this Agreement for Sale. Further, the Developer reserves the right to allow such transfer at its sole discretion.

32. Obligations, Covenants, Representations of Purchaser/s

The Purchaser/s hereby covenants, represents with the Developer as follows:

- i. To construct a unit on the said Plot as per Applicable Laws without causing any disturbance and/or obstruction to the neighbouring plots on the said Project/ said Land.
- ii. To take necessary sanctions/approvals from the concerned local authorities for construction of unit on the said Plot and shall construct the same strictly in adherence to such sanctioned plan/approvals as issued by the concerned Authorities as per the Relevant Laws and in compliance of the rules / regulations / bye laws / guidelines of the association of owners/apex body / society limited company/Developer and the terms and conditions as set out under this Agreement for Sale.
- iii. To maintain the said Plot at the Purchaser/s's own cost in good condition from the Possession Date; and shall not do or suffer to be done anything in or to the Project in which the Plot is situated which may be against the rules / regulations / bye laws / Relevant Laws of association /apex body / society/ limited company and/or maintenance agency appointed by association / apex body / co-operative society / limited company for all the owners / competent authorities / Facility Management Company.
- iv. Not to sub-divide his/her/their said Plot (whether by way of succession of the interest of the Purchaser/s or in any other manner) so as to cause division thereof either by metes and bounds or otherwise howsoever so as to maintain the integrity of his/her/their said Plot.
- v. The Purchaser/s shall not encroach on the adjoining plot, any roads and common areas of the Project / said Land at any time and the Purchaser/s shall confirm the plot boundary with adjoining plot owner / Developer / association of owners/apex body / society / co-operative society / limited company for all the owners. In the event of any encroachment the Purchaser/s shall be liable to demolish the structure constructed by the Purchaser/s at his/ her/ their own cost and shall be responsible for all consequences thereof.
- vi. Not to connect the drainage lines of the said Plot to the storm water lines of the said



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Project.

- vii. Not to sell or dispose of any earth, gravel or sand from under the said Plot and not to excavate the Plot except as far as may be necessary for the execution of construction work strictly in accordance with Relevant Laws.
- viii. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer (if any) and/or the association of owners/apex body / society and/or maintenance agency appointed by association / apex body / co-operative society / limited company for all the owners.
- ix. That the Purchaser/s shall be entitled to install (within the said Plot) generator(s)/UPS for providing power back up to the said Plot strictly in accordance with the Relevant Laws and only after obtaining all the requisite permissions from the concerned Authorities.
- x. Not to bring or cause to be brought any heavy motor vehicles/heavy transportation beyond the designated hubs/limits save and except for the limited purpose of construction, transporting furniture, fixtures and other household items and after taking prior permission of the Developer/ association/ co-operative society/ limited company or the Facility Management Company, as the case may be.
- xi. Not to do or suffer to be done anything in or at the said Plot or any part of it or the construction which will be constructed thereon which may be forbidden by and/or in violation or breach of any Relevant Laws. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser alone shall be responsible and liable for the costs and consequences thereof and to the concerned local authority and/or other public authority. Further, the Purchaser/s agrees and confirms to indemnify and keep indemnified the Developer in case of any contravention of law in relation to construction activity to be carried out on the said Plot.
- xii. Not to do or suffer to be done act or thing in or to any part of the Project which may cause any hindrance or obstacle in use and enjoyment of the plot(s) by the other purchaser(s)/occupants in the said Project/ said Land and/or which may cause any nuisance, hindrance, disturbance and annoyance to them.
- xiii. The Purchaser/s shall at all times abide by, observe and comply with the development control regulations in force and also abide by the rules and regulations and guidelines formed by the Developer/ association / co-operative society / limited company / Facility Management Company.
- xiv. The Purchaser/s further covenant/s that he/ she/ they shall not excavate or dig the internal roads, driveways, landscaping, plantation area or any other part of the said Project save



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and except the said Plot or cause any damage thereto in any manner whatsoever.

- xv. The Purchaser/s covenants that he/ she/ they shall not additionally tap the main water line or any other service lines without specific written permission of the Developer.
- xvi. The Purchaser is aware that parking of any car/passenger vehicle, whether belonging to the Purchaser/s or otherwise of any guests or any third parties shall not be permitted anywhere outside the Plot or on the internal streets/access roads/common areas of the Project.
- xvii. Not to store in the Plot any goods which are of hazardous, combustible or dangerous nature.
- xviii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the Project Land.
- xix. That the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately on the Project Land by the residents/occupants of the Project as per Relevant Laws.
- xx. Pay to the Developer/ apex body/association / co-operative society / limited company for all the owners / Facility Management Company (as the case may be) within fifteen days (or such timeline as may be specified) of demand the Purchaser's share of security deposit (payable to the concerned local authority or Government) for providing water, drainage, electricity or any other service/utility connection to the said Plot / Project.
- xxi. To pay all dues relating to the said Plot and construction thereon to the Government, municipal corporation and/or any such other competent authority regularly from time to time.
- xxii. The Purchaser/s hereby agrees and confirms that in the event of non-availability of water or insufficient water supply from the concerned water department/local authority/gram panchayat (as the case maybe) for any reason, if water supply/connection is required to be obtained through other means including from outside sources or through private vendor(s), such as water tankers or otherwise, the Purchaser/s shall not raise any objection in this regard and further agrees and undertakes to bear all costs and expenses towards such procurement, treatment and distribution of water supply on pro-rata basis. The Purchaser/s further agrees and undertakes to bear and pay all such charges towards his/her proportionate share from the Possession Date (as defined under Clause 18.2) in the manner as may be demanded by the Developer/society/association/apex body/ Facility Management Company from time to time.
- xxiii. the Purchaser/s further agrees that subject to payment of monthly charges towards



consumption of water supply, electricity supply, etc. the Developer shall make adequate arrangements like developing necessary infrastructure for inter alia the supply of water; electricity, etc. but the Developer shall not be responsible for the individual acquisition of connections with respect to electricity/water and respective payment by the Purchaser/s for such connection, as applicable and in case of non-availability/ supply of water/electricity by the provider themselves. In case any payments need to be made to the local/relevant authority for supply/connection of water or electricity, charges for the same shall be borne by the Purchaser in case of individual connection/usage and/or by the association/ co-operative society / apex body / limited company in case of the said Project Land or part thereof, as applicable.

- xxiv. To bear and pay increase in local taxes including but not limited to property tax, 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 including on account of change of user of the Plot by the Purchaser/s for any purposes other than for the purpose for which it is sold.
- xxv. After possession of the Plot is handed over the Purchaser/s, the Purchaser/s may insure the Plot 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.
- xxvi. The Purchaser/s and/or the Developer shall present this Agreement for Sale as well as the Deed of Conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- xxvii. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement for Sale or part with the possession of the Plot until all the dues payable by the Purchaser/s to the Developer under this Agreement for Sale are fully paid up unless otherwise captured in this Agreement for Sale.
- xxviii. The Purchaser/s shall observe and perform all the rules, regulations, bye-laws, guidelines which the developer association/ co-operative society / apex body / limited company for all owners / Facility Management Company may adopt (including any additions, alterations or amendments thereto that may be made from time to time) for safety, upkeep, maintenance and management of the said Project / Project Land .
- xxix. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by the association/ co-operative society / apex body / limited company /Developer/



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Facility Management Company for occupancy and use of the Plot and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement for Sale.

xxx. The Purchaser shall ensure that the development of the their plot as undertaken by them or their agent shall not cause any obstruction/hindrance or objection to movement of men and machinery over other/ additional plot/s /common areas as will be required for future works.

xxxi. In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Purchaser hereby provides specific consent to the local authorities and also to the Developer and has No Objection against the Developer for the following:

a. To develop project as per layout annexed herewith as Annexure “”.

b. Change in layout plans due to instructions received by local authority.

Amalgamation of adjoining land and preparation of new layout (if needed) as long as area of existing Plot is not changed.

Change of plans of amenity Plot / Open Space of the Layout Approval. i.e., Minor additions or alterations.

xxxii. The Developer has informed and the Purchaser/s acknowledges that certain modifications/amendments are proposed in the said Layout Approval subject to obtaining requisite consent/approval from Nagpur Metropolitan Region Development (NMRDA)/ appropriate authority in accordance with Relevant Laws. The Purchaser/s further confirms and acknowledges that the proposed modifications/ amendments with detailed particulars have been explained to the Purchaser/s by the Developer. The Purchaser/s has/have accordingly granted consent for the said modification(s)/amendment(s) in the MahaRERA prescribed format as per Circular No. 28 of MahaRERA dated 08th March, 2021.

xxxiii. **Usage of Plot by Purchaser/s:**

The Purchaser/s shall be entitled to use and utilize the said Plot only for the purpose as permitted under Relevant Laws and as specified in the Relevant Laws/rules/regulations/bye-laws / guidelines framed by the Developer/ association/ co-operative society / apex body / limited company /competent authority.

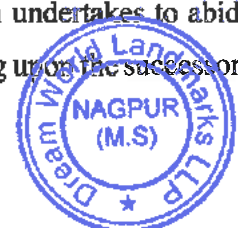
xxxiv. The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned



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in the advertisement / communications or any other representations depicted therein are only suggestive in nature 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 Plot in the Project and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

- xxxv. The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Plot in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement for Sale. 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 Plot 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 for Sale including but not limited to publicity material / advertisement published in any form or in any channel.
- xxxvi. 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 Plot by concerned Authorities due to non-payment by the Purchaser/s or any other purchaser of their respective proportion of the taxes / outgoings payable to the concerned Authorities on account of default in making such payments.
- xxxvii. To comply with all the terms and conditions as mentioned in this Agreement for Sale including but not limited to payment of all such amounts within the timelines stipulated under Payment Schedule or as and when demanded by the Developer.
- xxxviii. 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 including but not limited to the common areas to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s/ association/ co-operative society / apex body / limited company of all the plot owners in the Project.
- xxxix. The Purchaser/s has agreed not to use the said Plot thereon for any unlawful activities and indemnifies the Developer from any consequences of any unlawful use of the said Plot. By executing this Agreement for Sale, the Purchaser/s herein undertakes to abide the aforesaid conditions and further these conditions shall be binding upon the successors



XXXXXXXX,

Residing

at, _____.

hereinafter collectively referred to as "**the Purchaser/s**" (which expression shall unless repugnant to

the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the organization, their partners/ directors/ owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **SECOND PART**.

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

WHEREAS:

A. M/S Rohit Iron And Steel (India) Private Limited, M/S Shrivani Estates LLP And Rajadhiraj Tirupani Vinayak Natraj Private Limited (therein collectively referred to as '**Vendors**') were the owners of and absolutely seized and possessed of or otherwise well and sufficiently entitled to the contiguous block of lands, bearing Khasara Nos 120/1, 120/2, 120/3, 121/1, 121/2, 126/1, 126/2, 127/1/A, 127/2, 127/3, 147/1, 147/2, 150, 152, 153/1, 153/2, 93, 94, 95/1, 95/2, 95/3, 95/4, 95/5, 96, 161, 162/1, 162/2, 162/3, 162/4, 162/5, 123/2/1 (P), 123/3/1 (P), 116/1 (P), 116/2 (P) 122/1 (P) and 122/2 (P) admeasuring in the aggregate ~ 45 H 26.11 Ars. (hereinafter referred to as the "**said Land**") situated at Village Sumthana, Taluka Hingana, District Nagpur more particularly described in the **Schedule I** hereunder written.

B. Vide Notification bearing ref no. NMRDA-3316/C.R.55/UD-7 dated 04-03-2017 issued by the Government of Maharashtra under Section 3 (1) of Maharashtra Regional Town Planning Act, 1966, the Nagpur Metropolitan Region Development Authority ("**NMRDA**") was appointed as the Planning Authority in respect of lands more particularly set-out under the said Notification including the said Land which falls within the notified area set out mentioned in the said notification.



of the Purchaser/s herein to the aforesaid Plot and shall run with the land.

33. Rights of the Developer

33.1 Developer's obligation for obtaining approvals

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans/approvals or thereafter.

33.2 Hoarding rights

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

33.3 Retention

Subject to and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some plot(s) in the Project which may be subject to different terms of use.

33.4 Unsold plot(s)

33.4.1 All unsold and/or un-allotted plot(s), areas and spaces in the Project/Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or un-allotted plot(s) and shall be entitled to enter upon the Project Land and the Project to enable it to complete any unfinished construction work and to provide amenities and/or facilities as the Developer may deem necessary.

33.4.2 The Developer shall without any reference to the Purchaser/s, association/ co-



operative society/ apex body/ limited company for all the plot-owners, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted plot(s) and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different plot/s in the Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the apex body/ association/ co-operative society / apex body / limited company for all the plot-owners. The Purchaser/s and / or the association/ co-operative society / apex body / limited company for all the plot-owners 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/ co-operative society / apex body / limited company for all the plot-owners.

33.5 Assignment

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

33.6 Additional Construction

The Purchaser/s hereby consents that the Developer shall be entitled to construct any additional area/structures in the Project/Project Land as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Purchaser/s and/or the association/ co-operative society / apex body / limited company for all the owners, 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 development in terms of the Layout Approval including any modifications in respect thereof.

33.7 Mortgage & Security



The Developer if it so desires shall be entitled to create security on the Project Land by availing loans/financial assistance/credit facilities from banks/financial institutions/NBFC/ Money Lender, against securities thereof, save and except the Plot allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Plot, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) in favour of the association/ co-operative society / apex body / limited company for all the owners in accordance with Clause 24. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project Land and mortgage the same with banks/financial institutions as aforesaid, save and except the Plot agreed to be transferred hereunder.

33.8 Conveyance of the said Plot

The conveyance of the said Plot shall be done in the manner as prescribed in Clause 18 hereinabove. In the event the Purchaser/s fails to deposit the stamp duty and/or the registration charges, other ancillary registration charges within the timelines as per the Relevant Laws or as mentioned in the demand letter/Intimation of Possession, the Purchaser/s hereby authorizes the Developer to withhold registration of the Deed of Conveyance in his/her favour till such amounts are paid by the Purchaser/s to the Developer. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of the applicable Stamp Act including any actions taken or deficiencies/penalties imposed by the competent Authorities.

34. Right of Purchaser/s to the Plot and Infrastructure developments and Common Amenities

Nothing contained in this Agreement for Sale is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or of the said Project Land and Project or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and the open spaces, recreation spaces in the Project Land shall remain the property of the Developer until the same is transferred to the apex body/association / co- operative society / limited company for all the owners or



other body / relevant authority (as the case maybe).

35. No Rights to Demand Sub-Division:

The Purchaser/s of the Plot/s agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plots hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

36. Binding effect

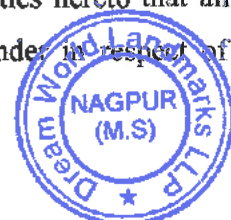
Executing this Agreement for Sale with the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s appears for registration of this Agreement for Sale before the concerned Sub-Registrar as and when intimated by the Developer.

37. Entire agreement

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot as the case may be. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement for Sale or to have induced the Purchaser/s in any manner to enter into this Agreement for Sale.

38. Provisions of this Agreement for Sale 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



Plot/Project shall equally be applicable to and enforceable against any subsequent purchaser/s of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

39. Severability

Any provision of this Agreement for Sale 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 for Sale 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 for Sale, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement for Sale 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 for Sale prior to such prohibition or unenforceability.

40. Right to Amend

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

41. Waiver

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

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

Wherever in this Agreement for Sale it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in Project, the same shall be in proportion to the Area of the Plot to the total area of all the plot(s) in the Project.



43. Further assurances

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

44. Place of execution

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

45. Present for registration

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

46. Address for Service:

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by the Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

To the Purchaser:

Name: XX

Address:

Notified E-mail ID:

To the Developer:

Name:



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Kind Attention —
.....
Notified E-mail
ID:.....

46.1 It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Posttailing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be. In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement for Sale may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

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

47. Satisfied with the Developer's title

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



or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

48. Joint Purchaser/s

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

49. Payment of Stamp Duty/Registration Fees/ Expenses :

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Developer pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance which may be executed by the Developer in favour of the association/ co-operative society / apex body/ limited company of all Plot purchasers in the said project.

50. Dispute Resolution

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Mumbai.

51. Governing Law

That the rights and obligations of the Parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts within whose local limits the property is situated will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights



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

SCHEDULE I

DESCRIPTION OF THE SAID LAND

All that piece and parcel of land bearing Khasara Nos. 120/1, 120/2, 120/3, 121/1, 121/2, 126/1, 126/2, 127/1/A, 127/2, 127/3, 147/1, 147/2, 150, 152, 153/1, 153/2, 93, 94, 95/1, 95/2, 95/3, 95/4, 95/5, 96, 161, 162/1, 162/2, 162/3, 162/4, 162/5, 123/2/1 (P), 123/3/1 (P), 116/1 (P), 116/3 (P) 122/1 (P) and 122/2 (P) admeasuring in the aggregate 45 H 17.74 Ares **equivalents to 451769.17 Square Meters**, all lying, being and situate at Village Sumthana, Taluka Hingana, District Nagpur and within the limits of Nagpur Metropolitan Region Development Authority (**NMRDA**).

SCHEDULE II

DESCRIPTION OF THE PROJECT LAND

All that piece and parcel of land forming part of said Land and bearing Khasara No. 120/1, 120/2, 120/3, 121/1, 121/2, 126/1, 126/2, 127/1/A, 127/2, 127/3, 147/1, 147/2, 150, 152, 153/1, 153/2, 93, 94, 95/1, 95/2, 95/3, 95/4, 95/5, 96, 161, 162/1, 162/2, 162/3, 162/4, 162/5, 123/2/1 (P), 123/3/1 (P), 116/1 (P), 116/3 (P) 122/1 (P) and 122/2 (P) _____ admeasuring in the aggregate _____ **equivalents to _____ Square Meters**, all lying, being and situate at Village Sumthana Taluka Hingana, District Nagpur and within the limits of Nagpur Metropolitan Region Development Authority (**NMRDA**).

SCHEDULE III

DESCRIPTION OF THE PLOT

Plot No.	XX
Area of the Plot (in square meters)	XXX



forma

Boundaries of the Plot are as follows:	
On or Towards East:	XX
On or Towards West:	XX
On or Towards North:	XX
On or Towards South:	XX

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

Part y	Signature thumb Impression	Photograph
SIGNED, SEALED & DELIVERED BY Within named Developer: DREAM WORLD LANDMARKS LLP through its authorized signatory XX vide resolution dated XX		
SIGNED & DELIVERED BY Within named Purchaser/ s:1.XX		
Witness:		



forma

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