

**DRAFT WITHOUT PREJUDICE**

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

**APPLICATION FORM**

Sales order No :	Customer ID:	Date:
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To,	
<b>Caroa Properties LLP ("Developer")</b> Godrej One, 5 <sup>th</sup> Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400079	

1	2	3

I/We, the Applicant/s mentioned below, request that I/we be allotted a flat / unit / apartment in Tower 5 (Five) individually known as "\_\_\_\_\_" and which is a part and recognized under the name and style of **The Highlands, Godrej City, Panvel** situated at village Talegaon, Taluka Khalapur, District Raigad ("Current Phase") details whereof are as under and in terms of this Application Form, which is more particularly mentioned in Annexure A (Terms and Conditions).

**1. APPLICANT/S DETAILS**

<b>IN CASE OF INDIVIDUAL</b>			
	1 <sup>st</sup> Applicant/s	2 <sup>nd</sup> Applicant/s	3 <sup>rd</sup> Applicant/s
Full Name (in capital)			
Date of Birth			

AADHAR			
PAN			
Nationality & Residential Status			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			

**Note:** Applicant's passport size photograph and photocopies of PAN Card/OCI/PIO and Voter Card to be mandatorily submitted along with this Application Form. All compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant/s. By providing Applicant's personal information in this Application Form, the Applicant/s hereby consents and authorizes Godrej Properties Limited or/and its affiliates to communicate with the Applicant/s by email(s), call(s), SMS(es), WhatsApp, electronic communication(s) using digital media or via any other mode of communication in relation to any of the information pertaining to the Phase.

**In case of Company/ Partnership Firm/ LLP /Trust / HUF/**

Name	
Date of Incorporation/ Formation	
PAN/CIN/LLPIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta/Trustee	

**Note:** If Applicant/s is Company/Partnership Firm/Limited Liability Partnership (LLP)/Trust/Hindu Undivided Family (HUF), then the following incorporation documents (as applicable) are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement (f) Trust Deed (g) HUF PAN (h) Board/Partner/Trust's Resolution authorizing this purchase along with the name of the authorized representative/Partner. Please affix the official stamp/signature of the respective Company//Partnership Firm/LLP/Trust/HUF as may be applicable.

<b>2.</b>	<b>MODE OF BOOKING</b>
	Direct or Channel Partner: _____ Name of the Developer's sale's representative: _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ (RERA Registration No. _____, Valid upto _____)
<b>3.</b>	<b>PURPOSE OF PURCHASE: Investment _____ Self-Use _____</b>
<b>4.</b>	<b>FINANCE FROM BANK/FINANCIAL INSTITUTION: YES / NO</b> If yes, Preferred Financial Institution: _____

**5. DETAILS OF FLAT/UNIT ("Flat"/"Unit") SALE CONSIDERATION AND ESTIMATED OTHER CHARGES**

<b>I.</b>	<b>Flat/Unit Details</b>		
	<b>A</b>	Details of Flat/Unit	Flat/Unit No.: _____, ___ Floor, Building/Tower: ____. The Floor Plan and Flat/Unit Plan demarcating the Flat/Unit is attached as <b>Annexure B.</b>
	<b>B</b>	Tower 5 alongwith Common Layout Land	As shown shaded in _____ in the plan attached as <b>Annexure C</b> hereto.
	<b>C</b>	Area (in square meters only)	Carpet Area*
			Exclusive Areas**
			<b>Total Area#</b>
	<b>D</b>	Covered Parking Space(s)	
Independent			Dependent
<b>E</b>	Specification(s) of Flat/Unit	As per <b>Annexure D.</b>	
<b>F</b>	Common Areas and Facilities for Current Phase, common areas of the Tower(s)/Common Areas and Amenities of Common Layout and Common Areas and Amenities of Larger Land.	As per <b>Annexure E.</b>	
<b>II.</b>	<b>Sale Consideration</b>		
	<b>A</b>	Flat/Unit Carpet Area	Rs. _____/-
	<b>B</b>	Exclusive Areas	NA
	<b>C</b>	Parking Space(s)	Rs. _____/-
	<b>D</b>	Proportionate Common Areas Charges including Club house development Charges calculated on the Carpet Area of the Apartment/Flat for the Current Phase, common areas of the Tower(s) , Common Areas and Amenities of Common Layout and Common Areas and Amenities of Larger Land	Rs. _____/-
	<b>E</b>	Facilities <i>[Note: this will include Club house membership fees/charges, PLC and floor rise.]</i>	Rs. _____/-
	<b>Total (Rounded off)</b>		Rs. _____/- <b>(Rupees _____ Only)</b>

	<b>F</b>	Payment Schedule	As per <b>Annexure F</b> .
<b>III.</b>	<b>Estimated Other Charges</b>		As per <b>Annexure F</b> .

\*\*\*"Carpet Area" shall mean net usable floor area of the Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Flat/Unit for exclusive use of the Applicant/s and exclusive open terrace area appurtenant to the Flat/Unit for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Flat/Unit.

\*\*\*"Exclusive Areas" shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Flat/Unit and meant for exclusive use of the Applicant/s and other areas appurtenant to the Flat/Unit for exclusive use of the Applicant/s.

#"Total Area" shall mean the Carpet Area and Exclusive Areas collectively.

<b>6.</b>	In addition to the Sale Consideration, Estimated Other Charges, I/we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:	
	<b>a)</b>	All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), lease rent, lease premium, if any applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies (" <b>Statutory Charges/ Other Charges</b> ") in respect of the Flat/Unit and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me/us.
	<b>b)</b>	The Applicant/s hereby confirms and acknowledges that under Section 194-IA of the Income Tax Act, 1961, it is the Applicant/s responsibility for timely deduction of TDS and payment of the same to the authorities. Any default, penalty, claim or demand arising on account of the Applicant/s failing to deposit the deducted TDS amount or to submit the original TDS certificate shall be exclusively on the Applicant/s' account as per applicable Relevant Laws, to which the Applicant/s hereby agree and confirm to indemnify and keep indemnified the Developer at all times.
<b>c)</b>	<p>All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat/Unit including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale (as defined below) as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Developer.</p> <p>I/We understand that, under the GST Law, a notified class of registered persons have to upload specified details on Invoice Registration Portal ("IRP") of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of Invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on Invoice to be issued by such registered person to the registered buyer. In relation thereto the I/we am/are providing declaration as annexed hereto as <b>Annexure G</b>.</p> <p>For the purpose of this Application Form, "<b>GST</b>" means and includes any tax imposed on the supply of goods or services or both under GST Law. "<b>GST Law</b>" shall mean and include the Integrated Goods &amp; Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods &amp; Services Tax Act and State Goods &amp; 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. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.</p>	

7.	<p>I/We further confirm that I/we am/are submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Phase, including the details of the Carpet Area, Exclusive Area, Common Areas and common amenities/facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party. I/We am/are aware and I/we confirm that the advisements / publicity material released does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“<b>RERA</b>”) read with the applicable Rules framed thereunder and I/we am/are not relying on the same for my/our decision to purchase the Flat/ Unit. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel, by the Developer or any third party. I/We acknowledge that I/we have not relied upon the interiors depicted/illustrated in marketing collaterals/ the sample flat/unit / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout/ furnishing options without any obligation on the part of the Developer to provide the same. I/We acknowledge that areas, specifications, plans, images and other details are indicative and are subject to change.</p>															
8.	<p>I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer or any of its affiliates with respect thereto.</p>															
9.	<p>Save and except the information / disclosure contained herein and on RERA website, I/we confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement for Sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement for Sale or the RERA website.</p>															
10.	<p>I/We have fully read and understood the Terms and Conditions attached hereto as <b>Annexure A</b> which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in <b>Annexure A</b> forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.</p>															
11.	<p>I/We have taken the decision to purchase the Flat/Unit in the Phase out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.</p>															
12.	<p>I/We hereby confirm that, I/we have made the payment of the Application Money (i.e. the money tendered with this Application Form) towards the Flat/Unit, details whereof are as under:</p> <table border="1" data-bbox="137 1346 1509 1514"> <thead> <tr> <th>Payment Type</th> <th>Bank Name</th> <th>Amount</th> <th>Branch</th> <th>Transaction ID</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>I/We hereby understand that any payment shall be subject to realization and/or actual credit in Developer's bank account.</p>	Payment Type	Bank Name	Amount	Branch	Transaction ID										
Payment Type	Bank Name	Amount	Branch	Transaction ID												
13.	<p>In the event, the Developer is required to refund any amounts in terms of this Application Form, the Developer may refund such amounts in the below Bank account. I/We agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of my/our failure in this regard.</p> <table border="1" data-bbox="145 1771 1461 1856"> <thead> <tr> <th>Name of Account Holder</th> <th>Bank Account No.</th> <th>Name of the Bank and Branch</th> <th>IFSC</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC											
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**ANNEXURE A**  
**TERMS & CONDITIONS**

The Applicant/s agrees, acknowledges, confirms and covenants that:

1. The Applicant/s is/are aware that :

- (a) The Developer and Mr. Ravi Khubchandani, Mr. Uraaz Bahl, Mr. Avtejinder Mann, Mr. Riaz Batlivala, Mr. Zahan Batlivala (now known as Zahan Dhanrajgir), Mr. Santosh Bahl, Mr. Amarjit Singh, M/s. Swaroop Agencies Private Limited (“**Owners**”) have executed a Development Agreement dated 25<sup>th</sup> September, 2014 for the purpose of development of the freehold land admeasuring 108 acres situated at Village Talegaon, Taluka Khalapur and Village Khanawale, Taluka Panvel, District Raigad (“**Larger Land**”) on the terms and conditions stated therein.
- (b) The Developer shall develop the entire Larger Land with the name “Godrej City, Panvel and carry out the development in a phase-wise and segment-wise manner in consonance with the applicable laws at the discretion of and in the manner the Developer may deem fit.
- i) The concerned competent authority (ies) has/have approved the plans in respect of the Current Phase (as defined herein below) vide building plans bearing Serial no. \_\_\_\_\_ dated \_\_\_\_\_. The aforesaid plans are issued in respect of a portion of Larger Land bearing Survey No. 4/1, 4/2, portion of Survey no. 4/3, portion of Survey No. 4/4, portion of Survey No. 4/5, portion of Survey no. 4/6, and portion of Survey No. 5/2 admeasuring in aggregate **44,114.580** square meters situated at village Talegaon, Taluka Khalapur, District Raigad (“**Common Layout Land**”) for development of **7 (seven)** residential towers, common areas and amenities (“**Common Layout**”) as approved therein which includes the said Current Phase.
- ii) The Developer is developing the Common Layout Land and currently launching Tower 5 (Five) comprising of ground plus 41 upper floors (“**Tower 5**”). The footprint of Tower 5 shall be approximately admeasures **658.45** square meters which is part and parcel of Common Layout Land more particularly delineated in \_\_\_\_\_ colour under Annexure “ \_\_\_\_\_ ” marked hereto. The Tower 5 shall be part of “**The Highlands, Godrej City, Panvel**” more specifically marked in \_\_\_\_\_ colour in the plan annexed hereto as Annexure “ \_\_\_\_\_ ” (“**Current Phase**”). It is further clarified that the Developer reserves the right to further develop tower 6 & 7 within the Common Layout Land in future, at its sole discretion (Tower 1 to 7 shall be collectively referred to as “**Tower(s)**”).
- iii) The Developer has informed the Purchaser/s and the Purchaser/s hereby agree/s, acknowledge/s and confirm/s that the common areas and amenities of the Common Layout (as enlisted in **Annexure “ \_\_\_\_\_ ”** annexed and marked hereto), some of which may be located within the Tower(s) of the Common Layout and/or the Common Layout Land (“**Common Areas and Amenities of Common Layout**”) which shall at all times remain common and shall be shared by all the residents of the Common Layout and/or Tower(s). The Purchaser/s hereby confirm/s and undertake/s that the Purchaser/s and/or society/common organization of the Current Phase shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Amenities of Common Layout by the purchaser/s/member/s of the Common Layout. Further, the costs and charges towards such Common Areas and Amenities of Common Layout shall be shared between all the purchaser/s/member/s of the Common Layout. The Purchaser/s hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.
- iv) The Applicant/s has/have been informed and the Applicant/s hereby acknowledge/s that the Floor Space Index (“**FSI**”) has been approved by the concerned authorities for the entire Larger Land as a whole and the Developer shall at its discretion allocate such FSI for the Current Phase/Common Layout and such allocation of FSI may or may not be proportionate to the Phase Land and the applicant/s of the Current Phase are agreeable to this and shall not dispute the same or claim any additional FSI in respect of any of the Tower(s) or the Common Layout Land and/or otherwise.
- (c) The Developer has obtained the sanction of the entire layout of the Larger Land, which has been sanctioned by MSRDC vide letter No. MSRDC/SPA/ITP-3/2020/381 dated 2nd September, 2020 (“**Larger Land Layout**”),

where under the Developer is required to provide amenities as enlisted in **Annexure “\_\_\_\_\_”** as annexed hereto (“**Common Areas and Amenities of Larger Land**”). As per the current Larger Land Layout, the Developer is required to complete the Larger Land on or before 9th August,2026, however, subject to any extensions that the government may grant in accordance with applicable laws. However, the approved Larger Land Layout and conditions prescribed in relation to the same are subject to further revisions by MSRDC due to amendment in Relevant Laws/revisions in approvals from time to time. The Developer shall further carryout the changes in the Larger Land Layout at its discretion and/or as per terms and conditions laid down by the Authorities from time to time as per Relevant Laws

- (d) The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. The Developer has obtained Commencement Certificate for the development of Common Layout Land bearing Ref. No. MSRDC/SPA/ITP-3/CC/2020/502 dated 6<sup>th</sup> October, 2020 from MSRDC permitting the construction/development of the Common Layout.
  - (e) Post development of the Larger Land, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development, at its discretion, form a co-operative society / condominium / limited company or combination of them, for the respective phases / each of the buildings in the Larger Land Layout or otherwise as it may deem fit and proper. Further, the Developer may form an apex organization (being either a co-operative society / condominium / limited company or combination of them) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society / condominium / limited company or combination of them) for each of residential and commercial zones, if any, as the Developer may deem fit. As the Larger Land is being developed phase-wise/segment-wise, the Developer may in its discretion form a single co-operative society / condominium / limited company for all the phases to be developed on the Larger Land including the Current Phase.
  - (f) The Applicant/s is/are aware that the title of the Larger Land is clear and marketable subject to extent of mortgages (as stated herein) and litigations and as mentioned on RERA website. The development rights of the Developer are mortgaged in favour of of Axis Bank Ltd. by the Developer vide two separate Deed of Mortgages i.e. by Deed of Mortgage dated 26<sup>th</sup> July, 2016 and dated 27<sup>th</sup> August, 2018, respectively .
  - (g) The Applicant/s has/have fully understood the development scheme as envisaged by the Developer.
2. The Applicant/s hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule as annexed hereto as **Annexure F** on or before the respective due dates. Further, in the event the Applicant/s offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat, at the express request of the Applicant/s, the Developer may offer a rebate to the Applicant/s as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant/s complying with all its obligations under this Application Form/Allotment Letter/Agreement for Sale including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant/s understands that in the event the Applicant/s wishes to make any advance payments, the Applicant/s can make the same only after the Applicant/s has/have registered the Agreement for Sale within the timelines stipulated by the Developer. The Applicant/s further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
3. The Applicant/s hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule as annexed hereto as **Annexure F** on or before the respective due dates. Further, in the event the Applicant/s offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat/Unit, at the express request of the Applicant/s, the Developer may offer a rebate to the Applicant/s as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant/s complying with all its obligations under this Application Form/Allotment Letter/Agreement for Sale including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant/s understands that in the event the Applicant/s wishes to make any advance payments, the Applicant/s can make the same only after the Applicant/s has/have registered the Agreement for Sale within the timelines stipulated by the Developer. The Applicant/s further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.

4. For the purpose of this Application Form, the term earnest money shall mean 20% (twenty percent) of the total sale consideration including but not limited to Application Money (i.e. money tendered with this Application Form) ("**Earnest Money**"). The Applicant/s hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Flat/Unit on or before the payment of 10% (ten percent) of Sale Consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant/s and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined herein below.
5. The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant/s shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Flat/Unit in favor of the Applicant/s, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Flat/Unit and registration of the Agreement for Sale.
6. The Applicant(s) further agree and understand that the allotment of the Flat/Unit is further subject to the Applicant(s) paying the requisite stamp duty and registration charges and registering the Agreement for Sale within the timelines stipulated by the Developer, failing which, the Developer is entitled to charge Interest as mutually agreed under the terms of this Application Form. The Applicant(s) further agrees and understands that in the event the Applicant(s) fail to register the Agreement for Sale within the stipulated timelines or pay the stamp duty as required, within the timelines stipulated above, we at our sole discretion reserve our right to cancel the Allotment Letter / Application Form and forfeit the amounts as per the terms mentioned in this Application Form.
7. Without prejudice to the Developer's right to charge Interest, in the event the Applicant(s) fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and / or (ii) come forward for registration of the Agreement for Sale within the stipulated timelines, the Developer may, at its sole discretion reserves its right to cancel this Application Form/ revoke the allotment of the Unit and in event the Developer exercises its right to cancel/ revoke, then the Non-Refundable Amounts as defined herein below shall stand forfeited and the Applicant(s) shall not raise any claims/dispute and waive off any rights/claims to the contrary that the Applicant(s) may have under any applicable law.
8. The Applicant(s) is not vested with any right, interest or entitlement in or over the Flat/Unit, until a formal agreement for sale ("**Agreement for Sale**") is executed and registered between the Developer and the Applicant(s) under the applicable laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer and the Applicant(s).
9. The Applicant/s understands that the Applicant's eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
10. All outstanding amounts payable by any party under this transaction to other shall carry such 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 Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date it falls due till the date of receipt/realization of payment to the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
11. In the event if the Applicant/s fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant/s as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates and / or (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, then without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payments, the Developer shall be entitled, to cancel/terminate this transaction and forfeit (a) Earnest Money, paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (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 the Agreement for Sale, if Agreement for Sale is registered and (g) any other applicable taxes and (h) subvention cost (if the Applicant/s has/have opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever upon registration of the deed of cancellation or such other document, if applicable. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant/s shall not have any right, title and/or interest in the Unit and/or car park space and/or the Phase and/or the Phase Land and/or Larger Phase Land or any part thereof and the Applicant/s waives his/their right to claim and/or dispute against the Developer in any manner whatsoever.

12. The Applicant/s acknowledges and agrees that the forfeiture as stated herein and the refund of the balance amount, if any, to the Applicant/s shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Flat/Unit to any third party of the Developer choice without any recourse to the Applicant/s.
13. The Applicant/s further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant/s for reasons not attributable to Developer’s default, then the Developer shall be entitled to forfeit the Non-Refundable Amounts.
14. The name of the individual towers and/or the respective phases in the Phase/Larger Phase Land/Larger Common Layout Land may be amended at the sole discretion of the Developer and the Applicant/s shall not be entitled to raise any objection/hindrance on the same.
15. The Applicant(s) further agrees and acknowledges that if in the event of any variation in the Total Area of the Unit, the sale consideration payable for the Total Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Applicant(s) towards the Sale Consideration. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Applicant(s) in writing and the Applicant(s) hereby gives its consent for such variation or addition.
16. The Applicant(s) agrees and understands that the Other Charges as mentioned in **Annexure F** are only estimated amounts and are payable by the Applicants(s) over and above the total sale consideration. The Applicant(s) agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services and facilities and limited common area (if any), as may be called upon by the Developer.
17. The Applicant(s) hereby declares and confirms that except for the Parking Space(s) allotted by the Developer/ association/ Apex Body, the Applicant(s) do/es not require any parking space/s and accordingly the Applicant(s) waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Phase/Larger Phase Land. The Applicant(s) further agree(s) and undertake(s) that the Applicant(s) shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer / association / Apex Body, at any time and shall not challenge the same anytime in future. The Applicant(s) agree(s) and acknowledge(s) that Developer/the association/Apex Body shall deal with the parking space(s) in the manner Developer / association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the total Sales Consideration.
18. The Developer has represented that the Project Layout sanctioned by MSRDC vide letter No. MSRDC/SPA/ITP-3/2020/381 dated 2<sup>nd</sup> September, 2020 is valid till 9<sup>th</sup> August 2026 and the Developer has already made an application to concerned competent authority(ies) for seeking extension of the aforesaid Project Layout. As such, the Developer shall offer possession of the Flat/Unit to the Applicant/s on or before \_\_\_\_\_ (“**Delivery Date of Flat**”) and shall deliver the common areas of the Tower(s) and Common Area and Amenities of the Common Layout on or before \_\_\_\_\_. It is however clarified that in the event the Developer is not able to obtain the extension of Project Layout on or before 9th August 2026, then the Delivery Date and delivery date for common areas of Tower(s) and Common Areas and Amenities of Common Layout shall be treated as 9th August 2026 instead of \_\_\_\_\_ as aforesaid. The Delivery Date shall stand reasonably 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 Applicant/s including on account of any default on the part of the Applicant/s. In case the Developer is unable to offer

possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant/s, the Developer shall refund the amounts received from the Applicant/s along with prescribed Interest in accordance to the applicable laws.

19. In the event the Applicant/s fails to take possession of the Flat/Unit within the stipulated timelines, then the Applicant/s shall be liable to pay to the Developer holding charges of Rs.110/- (Rupees One Hundred and Ten Only) per month per square meter on the Total Area of the Flat/Unit and applicable maintenance charges for the upkeep and maintenance of the Flat/Unit.
20. Due to any operation of law / statutory order/otherwise, if a portion of the Phase/Larger Phase Land or the entire Phase/Larger Phase Land is discontinued/ modified resulting in cancellation of allotment, then the Applicant/s affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant/s without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
21. The Applicant/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, Building together with other buildings and the Project Land / Larger Land Layout, 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 Applicant/s hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / 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 Applicant's proportionate share of the outgoings as provided under Clause [●] 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 Applicant/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 / common organisation. The Applicant/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 Applicant/s agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the society/ association / apex body/common organisation, as the case may be, the Developer will novate the FM Agreement in favor of the society / association / apex body/common organisation, as the case may be. Post expiry of the tenure of the FM Agreement, the society / association / apex body/common organisation, 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 applicants 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 / apex body / apex bodies/common organisation, 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, Building(s) and/or common areas, amenities and facilities thereto.
22. The Applicant/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.
23. The Applicant/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, its building(s)/ tower(s)/wing(s), common areas, common amenities and common facilities and use of the Apartment/Flat / car parking areas by the Purchaser/s for ensuring safety and safeguarding the interest of the applicants of apartment(s)/flat(s)/premises/units in the Project and the Applicant/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 apartment(s)/flat(s)/premises/units of the Project.

24. The Applicant/s also acknowledges that the Developer may also retain some portion /flats/units in the Phase/Larger Phase Land which may be subject to different terms of use as may be permissible under law, and the Applicant/s shall not raise any objections with respect to the same.
25. The Applicant/s shall not be entitled to transfer/assign his interest in the Flat in favor of any third party only after handover of possession of Flat and prior to formation of provisional managing committee of society/apex body/common organization in respect of the Project and by obtaining prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs.2422 (Rupees Two Thousand Four Hundred Twenty-Two only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. The Applicant/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
26. In the case of joint application for the Flat, unless a duly executed instruction by all such joint Applicant(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant(s).
27. All 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 and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
28. 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 law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable 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 held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Pune only.
29. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

The contents of this Application Form, including the terms and conditions therein and price and payment plan have been explained to me/us and I/we hereby solemnly agree to be bound by them.

Signature(s)

\_\_\_\_\_  
(First/Sole Applicant)

\_\_\_\_\_  
(Second Applicant)

\_\_\_\_\_  
(Third Applicant)

**ANNEXURE B**  
**(Floor Plan demarcating the Flat/Unit)**

**ANNEXURE C**  
**(Plan showing the location of the Common Layout Land and Tower 4)**

**ANNEXURE D**  
**(Specification(s) of the Flat)**

**ANNEXURE E**  
**(Common Areas and Amenities)**

**ANNEXURE F**  
**(Payment Schedule & Estimated Other Charges)**

**ANNEXURE G**  
**(GST Declaration)**

**DR**  
**Housiey.com**