

Deviation of Model Form highlighted in GREY COLOUR
Modifications/ Additional clauses highlighted in YELLOW COLOUR
Non-Negotiable Clauses highlighted in GREEN 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 change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is made at _____ this _____ day of _____ in the year Two Thousand and Twenty _____

Between

GODREJ PROPERTIES LIMITED, [PAN: _____] [CIN: _____], a Company incorporated under the Companies Act, 1956 having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the "**Developer/Owner**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), through its authorized representative Mr./Ms. _____ authorized vide Board Resolution dated _____ of the **ONE PART**;

And

[In case of Individuals]

MR/MRS/MS. _____ (PAN _____), aged _____ years, an adult Indian Inhabitant, residing at _____;
MR/MRS/MS. _____ (PAN _____), aged _____ years, an adult Indian Inhabitant, residing at _____;
MR/MRS/MS. _____ (PAN _____), aged _____ years, an adult Indian Inhabitant, residing at _____, hereinafter collectively referred to as the "**Allottee(s)**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective legal heirs, executors and administrators), of the **SECOND PART**;

OR

[In case of a partnership firm]

_____ (PAN _____) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at _____

_____, hereinafter referred to as the "**Allottee**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners from time to time and the heirs, executors and administrator of the last

surviving partner) acting through its duly authorized partner Mr. _____, of the
SECOND PART;
OR

[In case of a Company]

_____ (PAN NO. _____) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at _____, hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) acting through its duly authorized signatory _____ authorized vide resolution passed in the meeting of Board of Directors held on _____, of the **SECOND PART,**

OR

[In case of HUF]

_____ (**HUF**)(PAN: _____), hereinafter referred to as the “**Allottee**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors and administrators of the last survivor/s of them) acting through Karta of HUF Mr. _____, of the **SECOND PART;**

[In case of a LLP]

_____ **LLP** (**LLPIN:** _____) (**PAN:** _____), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at _____, hereinafter referred to as “**Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest), through its authorized representative Mr./Ms. _____ authorized vide Partner’s Resolution dated _____, of the **SECOND PART**

The Developer and the Allottee(s) are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. By and under of a Deed of Conveyance dated 04th May, 2023 registered with the office of the Sub- Registrar, Kurla-I, Suburban District under Serial No. KLR-1-8725-2023 entered into between the Developer and J.B. Advani & Company Private Limited, the Developer became the absolute owner and seized and possessed of all that piece and parcel of land admeasuring 27,112.90 square meters or thereabouts, in aggregate, bearing Municipal Ward S and CTS Nos.216-A and 216-C (part) situated in the revenue village of Bhandup at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai - 400 078 in Taluka Kurla, City Survey Officer Mulund, District Mumbai Suburban, Registration Sub-District Mumbai Suburban (“**Larger Land**”). The Larger Land is more particularly described in the **First Schedule** hereunder written and delineated by _____ colour on the plan annexed hereto as **Annexure A (Plan)**.
- B. The Developer has obtained the intimation of disapproval from Brihanmumbai Municipal Corporation vide memorandum number CE/1068/BPES/AS/IOD/1/New Dated- 26 April 2024 (“**IOD**”) for the development of the Larger Land along with a sanctioned layout plan dated 26 April 2024 with respect to the Larger Land (“**Layout**”). A copy of the Layout as approved by MCGM is annexed hereto and marked as **Annexure B (Copy of the Layout Plan)**.

- C. As per the Relevant Laws, the Developer is mandatorily required to handover the following portions of the Larger Land to Municipal Corporation of Greater Mumbai (“MCGM”) towards the corresponding reservations/setback as provided under the IOD (“**Excluded Land**”):
- (i) an area admeasuring _____ square meters, is towards _____, delineated in _____ colour on the plan annexed hereto as **Annexure A**;
 - (ii) an area admeasuring _____ square meters towards _____ as per the Regulation _____ of the Development Control and Promotion Regulation, 2034, delineated in _____ colour on the plan as in **Annexure A**; and
 - (iii) an area admeasuring _____ square meters towards _____, delineated in _____ colour on the plan as in Annexure A
- D. Accordingly, the Developer shall be undertaking the development of the Project (*defined hereinafter*) on an area admeasuring _____ square meters or thereabouts, in aggregate out of the Larger Land (“**Layout Land**”), which is the balance area of the Larger Land post deduction of the Excluded Land. The Layout Land is more particularly defined under the **Second Schedule** and delineated in _____ colour on the plan annexed as **Annexure A**.
- E. The Larger Land is presently accessible from _____ wide road, which is delineated in black colour on the plan marked as **Annexure A (Plan)**.
- F. The Allottee(s) understands and acknowledges that the Developer has granted right of way to the adjacent landowner on a portion of the Larger Land admeasuring approximately _____ square meters in aggregate, till the time a proposed DP Road is approved, developed and made available /accessible by four wheeler vehicle(s) to the adjacent landowner’s land (“**ROW Land**”). The ROW Land is delineated in _____ colour on the plan annexed as **Annexure A**. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such ROW Land by the said adjacent landowner or any person claiming through the adjacent landowner. The Allottee(s) hereby further confirm/s and undertake/s that the Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies shall execute and register such other documents as may be required to ensure the continuation of the right of way over the ROW Land in favour of the adjacent landowner, for the term, as may be required by the Developer.
- G. The Developer is in the process of developing a mixed use project in phase wise/ segment wise manner on the Layout Land (“**Project**”) comprising of:
- (a) _____ residential buildings on an area admeasuring _____ square meters or thereabouts, along with Common areas and facilities as provided under **Annexure C** on an area admeasuring _____ square meters or thereabouts (“**Common Areas and Facilities of Residential Component**”), collectively admeasuring _____ square meters or thereabouts (“**Residential Component**”); and
 - (b) _____ commercial building (“**Commercial Component**”) on an area admeasuring _____ square meters or thereabouts; and
- The Residential Component, Commercial Component and Common Areas and Facilities of Residential Component are delineated in _____, _____ and _____ colour respectively on the plan annexed herewith as Annexure A.
- H. The Developer is in the process of developing a portion of the Residential Component admeasuring _____ square meters or thereabouts (“**Phase Land**”) comprising of 1 (one) tower consisting of ground plus _____ upper floors and such other developments as may

be permitted, under the name and style of “**Godrej Nurture Tower 3**” (“**Phase**”). The Phase Land is more particularly defined under the **Third Schedule** and delineated in _____ colour on the plan annexed as **Annexure A**.

- I. The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the Common Areas and Facilities of the Residential Component (*as enlisted in Annexure C*) are distributed across the Residential Component including the Phase. These Common Areas and Facilities of the Residential Component shall at all times remain common and shall be shared by all the residents of the Residential Component including the Phase, to the exclusion of the Commercial Component. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Residential Component by the other allottee(s)/member/s of the Residential Component. Further, the costs and charges towards such Common Areas and Facilities of Residential Component shall be shared between all the allottee(s)/member/s of the Residential Component excluding that of the Commercial Component. The Allottee(s) hereby acknowledge(s), confirm(s) and agree(s) to the same and accordingly gives his/her/their no-objection towards the same.
- J. The Developer shall develop the balance portion of the Layout Land in accordance with the approvals granted by the competent authorities from time to time along with the Common Areas and Facilities of the Residential Component as enlisted in Annexure C and such other developments as may be permitted.
- K. The Allottee(s) agree(s) and understand(s) that the approved Layout and conditions prescribed in relation to the same may be subjected to further revisions/ amendments/ modifications by MCGM, due to any change in Relevant Laws and/or revisions in approvals, from time to time. The Developer will accordingly be required to carry out the changes (if any) in the Larger Land/Layout Land at its discretion and/or as per terms and conditions laid down by the Authorities from time to time as per Relevant Laws. It is also clarified that the Developer reserves the right in its absolute discretion to alter/modify the Layout (*excluding the Phase*) from time to time as it may deem fit and also to add and / or delete one or more building/s having one or more wing from the Larger Land/Layout Land (*excluding the Phase*) and /or also change the location of any of the buildings, amenities, and facilities in the Larger Land/Layout Land (*excluding the Phase*) or change the nature of the building(s) proposed to be constructed on Larger Land/Layout Land (*excluding the Phase*) as per Relevant Laws.
- L. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- M. The Developer has appointed _____ (“**Architect**”), registered with the Council of Architects as their Architects and has entered into a standard agreement with them in the format prescribed by the Council of Architects.
- N. The Developer has appointed _____ (“**Structural Engineer**”), as structural engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Phase.

- O. The Developer has also obtained commencement certificate from MCGM bearing No. CE/1068/BPES/AS/CC/2/Amend dated 26 April 2024, copy of which is annexed hereto and marked as **Annexure D (Copy of the Commencement Certificate)**.
- P. The Developer has registered the Phase under the provisions of the Real Estate (Regulation and Development) Act 2016 (“**Act**”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 (“**Rules**”) with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), under project registration no _____. Copy of the registration certificate issued by MahaRERA is annexed herewith as **Annexure E (Copy of the MahaRERA Registration Certificate)**.
- Q. The Developer has informed the Allottee(s) about all these aspects pertaining to the Project and the Phase including applications, sanctions, permissions, proposed phase-wise / segment-wise development, Common Areas and Facilities of the Residential Component and the Allottee(s) agrees and acknowledges the same.
- R. On demand from the Allottee(s), the Developer has given inspection to the Allottee(s) of all the documents of title relating to the Larger Land and the plans, designs and specifications prepared by the Developer’s Architects and of such other documents as are specified under the Act, the rules and regulations made thereunder.
- S. The authenticated copy of the Certificate of Title issued by Tatva Legal, Advocates & Solicitors of the Developer along with the authenticated copies Property Register Cards or any other relevant revenue record have been annexed hereto and marked as **Annexure F (Copy of the Certificate of Title)** and **Annexure G (Copies of the revenue records)**, respectively.
- T. The Developer has got some of the approvals from the Authority(s) to the plans, the specifications, elevations, sections and of the said Phase and shall obtain the balance approvals from various Authorities from time to time, so as to obtain Occupancy Certificate of the said Phase or part thereof.
- U. While sanctioning the said Layout, the concerned local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Layout Land and upon due observance and performance of which only the completion or occupancy certificate in respect of the Project shall be granted by the concerned local Authority.
- V. The Developer has accordingly commenced construction of the Phase in accordance with the said sanctioned Layout.
- W. The Allottee(s) has applied to the Developer for allotment of a Unit No. onfloor (“**Unit**”) being constructed in the Phase Land along with an exclusive right to use garage/covered car parking space at _____ level basement/podium/stilt/mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance or open car parking space without consideration bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth (“**Parking Space(s)**”) being constructed on the Layout Land, as more particularly earmarked at **Annexure H (Plan showing Parking Space(s))** as annexed hereto. The Carpet Area of the said Unit is _____ square meters and Exclusive Areas of the said Unit is _____ square meters, collectively aggregating to _____ square meters (“**Total Area**”). For the purposes of this Agreement (i) “**Carpet Area**” means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the

Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Unit and (ii) **"Exclusive Areas"** means exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee(s) and other areas appurtenant to the said Unit for exclusive use of the Allottee(s).

- X. Copies of the plan of the Unit agreed to be purchased by the Allottee(s), as sanctioned and approved by MCGM have been annexed and marked as **Annexure I (Plan showing the Unit)**. The specification to be provided in the Unit are enlisted in the **Annexure J (Specifications)** to this Agreement.
- Y. The Developer has sole and exclusive right to sell the Unit to be constructed by the Developer in the Phase and to enter into Agreement/s with the Allottee(s) and receive the Total Consideration (*as defined herein*) in respect thereof.
- Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- AA. The Developer is entitled and enjoined upon to construct the Project in accordance with the recitals of this Agreement.
- BB. Prior to the execution of the Agreement, the Allottee(s) has/ have paid to the Developer a sum of INR (Indian National Rupees) only, being part payment towards the Total Consideration of the Unit agreed to be sold by the Developer to the Allottee(s), as advance payment (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee(s) has agreed to pay to the Developer the balance of the Total Consideration in the manner hereinafter appearing.
- CC. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for Sale for the said Unit with the Allottee(s), being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908.
- DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit along with the exclusive right to use the Parking Space(s).

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

1. Construction

- 1.1 The Developer is developing the Project on the Layout Land and currently launching the Phase in accordance with the plans, designs and specifications as approved by MCGM from time to time. However, in order to further enhance design of the Phase, the Developer intends to construct upto ____ (_____) additional floors in the said Phase, thereby increasing the height of Phase without impacting the said Unit agreed to be purchased by the Allottee(s) and/or any amenity to be provided to the Allottee(s), provided that the same is approved by the relevant Government Authorities. In the event the Developer is unable to construct the said additional floors in the Phase due to any reason whatsoever, the Tower will be constructed less than or equal to ____ (_____) floors, in accordance with the current sanctioned plans. In addition,

thereto the Developer shall obtain prior consent in writing of the Allottee(s) in respect of any major alteration or addition or variations or modifications which may adversely affect the Unit of the Allottee(s) except any alteration or addition required by any Government Authorities or due to change in law.

1.2 The Developer has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Layout Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Allottee(s) further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout except for the Phase/Phase Land and without affecting the rights of the Allottee(s), in such manner as the Developer may deem fit, subject however to the sanction of the concerned Authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Structural Engineer and as required under Relevant Laws.

1.3 The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the Common Areas and Facilities of the Residential Component (*as enlisted in Annexure C*) are distributed across the Residential Component including the Phase. These Common Areas and Facilities of the Residential Component shall at all times remain common and shall be shared by all the residents of the Residential Component including the Phase, to the exclusion of the Commercial Component. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Residential Component by the other allottee(s)/member/s of the Residential Component. Further, the costs and charges towards such Common Areas and Facilities of Residential Component shall be shared between all the allottee(s)/member/s of the Residential Component excluding that of the Commercial Component.

2. Description of Unit, Parking Space(s), Common Areas and Facilities of Residential Component, Total Consideration

2.1 At the request of the Allottee(s), the Developer has agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Developer:

(a) a residential Unit of the aforesaid Total Area bearing no. ____, on the ____ floor of the Phase, which is more particularly described in the **Fourth Schedule** hereunder written and shown in [●] on the plan thereof thereto annexed as Annexure I; along with

(b) an exclusive right to use garage/covered car parking space at _____ level basement/podium/stilt/mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance or open car parking space without consideration bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth as more particularly delineated on the plan annexed as Annexure H, constructed or being constructed in the _____; along with

(c) the right to use the Common Areas and Facilities of Residential Component more particularly described in the **Annexure C**.

2.2 The specifications, fixtures and fittings with regard to flooring, sanitary fittings and amenities like one or more lifts with particular brand or equivalent, price range (if unbranded) to be provided by the Developer in the said building and in the Unit as are set out in **Annexure J (Specifications)** annexed hereto. The Allottee(s) hereby confirms that the Allottee(s) is/are

satisfied about the specifications, fixtures and fittings mentioned Annexure J (*Specifications*) and the same shall only be relied by the Parties.

- 2.3 The **Carpet Area** of the Unit is _____ square meters and the **Exclusive Areas** of the Unit is _____ square meters, collectively aggregating to **Total Area** of _____ square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital W above.

- 2.4 In consideration of the above, the Allottee(s) hereby agrees to pay to the Developer a total lumpsum sale consideration of INR _____/- (Indian National Rupees _____ only) ("**Total Consideration**"), comprising of the following:

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Unit.	
(ii)	Towards the Exclusive Area of the Unit.	
(iii)	Towards proportionate consideration for Common Areas and Facilities for Residential Component calculated on the Carpet Area of the Unit.	
	Total Consideration	

Along with the aforementioned Total Consideration, the Allottee(s) agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 7 (*Payment of Other Charges*) of this Agreement.

- 2.5 The Allottee(s) agrees and understands that 20 % (twenty percent) of the Total Consideration shall be the earnest money, being the part-payment of the Total Consideration, to ensure the due performance of the Agreement by the Allottee(s), which shall be forfeited in case of non-performance on the part of Allottee(s) in terms set forth under this Agreement. ("**Earnest Money**").

3. Variation in Total Area

The Developer shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Phase is complete and the occupancy certificate has been granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of 3 (three) percent. The Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer. If there is any reduction in the Carpet Area, within the abovementioned limit, then Developer shall refund the excess money paid by Allottee(s) within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. In such event only recourse shall be a pro-rata adjustment in the last installment payable by the Allottee(s) towards the Total Consideration under Clause 4.1 with annual interest at the rate specified in the Rules (if applicable). If there is any increase in the Carpet Area allotted to Allottee(s), the Developer shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

4. Payment Schedule and the manner of payment

- 4.1 **Payment Plan:** The Allottee(s) hereby agrees and undertakes to pay to the Developer the Total Consideration of INR(Indian National Rupees) in the following manner:

Sr. No.	Milestone	Percentage	Rupees
(i)	Before Registration of this Agreement.	10%	

(ii)	Immediately after execution and registration of this Agreement	20% (total 30%)	
(iii)	On completion of Plinth of the Unit's building/wing	15% (total 45%)	
(iv)	on completion of slabs including podiums and stilts of the Unit's building/wing	25% (total 70%)	
(v)	On completion of the walls, internal plaster, floorings, doors and windows of the Unit	5% (total 75%)	
(vi)	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the ____ <i>[please mention the floor on which the Unit is situated]</i> floor	5% (total 80%)	
(vii)	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Unit's building/wing	5% (total 85%)	
(viii)	On completion of Unit's building's/wing's lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement	10% (total 95%)	
(ix)	At the time of handing over of possession of Unit or on receipt of Occupation Certificate or Completion Certificate	Balance	
	Total:		

Note: Each of the instalments mentioned in the sub clause (iii) and (iv) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

- 4.2 The Allottee(s) shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Allottee(s) that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee(s) and the Allottee(s) agree/s not to dispute the same. The Allottee(s) hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee(s) as per the above Payment Plan, and the Allottee(s) shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

4.3 All payments to be made by the Allottee(s) under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “_____ ACCOUNT”.

4.4 For the purpose of remitting funds from abroad by the Allottee(s), the following are the particulars of the beneficiary:

Beneficiary's Name : _____ Account

Beneficiary's Account No. : _____

Bank Name : _____ Bank

Branch Name : _____

Bank Address : _____

Swift Code : _____

IFSC Code : _____

4.5 In case of the Allottee(s) entering into any financing arrangement with any financial institution with respect to the purchase of the Unit, the Allottee(s) undertake/s to direct such financial institution to and shall ensure that such financial institution disburses and pays all such installment due and payable towards the Total Consideration to Developer through an account payee cheque/demand draft drawn in favour of “_____”. The Allottee(s) agrees that in the event the Allottee(s) avails any loan/or loan facilitation services from any external third party, the Allottee(s) shall do so at his/her own cost and expense and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee(s) may have incurred due to the loan/or loan facilitation services so availed.

4.6 Further, at the express request of the Allottee(s), the Developer may at its sole discretion offer a rebate to the Allottee(s) in case the Allottee(s) desires to give early payments any time hereafter, by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. It is hereby clarified that the foregoing rebate is subject to the Allottee(s) complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The early payments received from the Allottee(s) under this clause shall be adjusted against the future milestone payment due and payable by the Allottee(s).

4.7 In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below bank account. The Allottee(s) agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottees' failure in this regard.

Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC

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

4.9 It is further clarified that payments received from any third parties/non-allottee shall not be considered to be valid payments and such payment shall continue to appear as outstanding against the Unit. The Developer shall not accept payments from third parties under the following criterion:

- a. Payments made by Allottee(s) family member/friend (parents, spouse, siblings etc.)
- b. Payments made by a company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder of such company);
- c. Individual making payment on behalf of the company being the Allottee(s) (in case of company booking);
- d. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee(s) account only, the exception being demand draft/pay order/banker's cheque received from the mortgage bank of the Allottee(s).

4.10 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. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

5. Taxes

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

5.2 For the purpose of this Agreement,

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

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

6. Tax Deducted at Source

The Allottee(s) is aware that the Allottee(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 Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

7. Payment of Other Charges

- 7.1 The Allottee(s) shall on or before delivery of possession of the said Unit pay to the Developer the following amounts, which shall be transferred to the Common Organization / Apex Body/ Apex Bodies:

Sr.No.	Particulars	Rupees
(i)	Estimate amounts for charge towards provisional monthly contribution towards outgoings of Common Organization/ Apex Body/ Apex Bodies for 12 months.	
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer	
	Total:	

The Allottee(s) agrees that the Developer shall have a right to adjust the amounts incurred by the Developer towards the maintenance and upkeep of the Phase and Common Area and Facilities of the Residential Component from the amounts to be paid by the Allottee under Clause 7.1 (i) and (ii) of the Agreement, without any reference to the Allottee(s)/ Common Organization / Apex Body/ Apex Bodies. The Developer shall have the right to keep the amounts collected towards the corpus funds from the allottees under any fixed deposit with a scheduled bank of its own choice and as per the discretion of the Developer. The Developer shall transfer the aforesaid amounts to the Common Organization / Apex Body/ Apex Bodies, subject to the aforesaid deductions/ adjustments.

- 7.2 The Allottee(s) shall on demand pay to the Developer the following amounts:

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the Common Organization / Apex Body/ Apex Bodies	
(ii)	Estimate amount for formation and registration of the Common Organization/ Apex Body / Apex Bodies	
(iii)	Estimate amounts for charge towards water connection charges	
(iv)	Estimate amounts for charge towards electric connection charges	
(v)	Estimate amounts for charge towards gas connection charges	
(vi)	Estimate amounts for charge towards other utility / services charges	
(vii)	Estimate amounts for charges of electrical receiving and sub-station in the Layout	
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the Common Organization/ Apex Body	
(ix)	Estimate amounts towards legal charges for documentation which shall be payable _____	
(x)	Estimate amount towards Infrastructure Development charges/ LUC/ _____ [Comment: To be captured as applicable for a project]	

	Total:	
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*collection at any point doesn't guarantee the provisioning of the services immediately upon payment/ possession

7.3 It is clarified that the amounts to be paid by the Allottee(s) under Clause 7.1 and Clause 7.2 of the Agreement are estimated and subject to variation. The actual amounts payable by the Allottee(s) shall be informed by the Developer to the Allottee(s) at the time of raising the demand towards the said amounts.

8. **Legal charges for formation of Common Organization(s) /Apex Body/Apex Bodies**

The Allottee(s) shall on demand pay to the Developer a sum of INR _____/- (Indian National Rupees _____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the Common Organization(s)/ Apex Body/ Apex Bodies and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

9. **Developer to appropriate dues**

The Allottee(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 Allottee(s) undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

10. **Time is of essence**

10.1 Time is essence for this Agreement. The Developer shall abide by the time schedule for completing the Phase and handing over the Unit to the Allottee(s) and the of the Common Areas and Amenities of the Residential Component to the Apex Body/ Apex Bodies after receiving the occupancy certificate or the completion certificate or both for the Project, as the case may be.

10.2 Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as per the terms and conditions of this Agreement.

11. **Interest**

11.1 If the Developer fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee(s), the Developer agrees to pay to the Allottee(s), who does not intend to withdraw from the Phase, interest at the such rate as may be specified under the Rule ("Interest"), subject to applicable taxes, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.

11.2 The Allottee(s) agrees to pay to the Developer, Interest on all the delayed payment which become due and payable by the Allottee(s) to the Developer under the terms of this Agreement, from the date the said amount is payable by the Purchaser to the Developer till the date of receipt / realization of payment.

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

11.4 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee(s) under this Agreement, have a first charge /

lien on the Unit and the Parking Space(s) and the Allottee(s) shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement, "payment" shall mean the date of credit of the amount in the account of the Developer.

12. Floor Space Index

12.1 The Developer declares that FSI available as per approval received as on date in respect of the Layout Land is approximately _____ square meters and the Developer has planned to utilize FSI of _____ square meters on the Phase Land by utilizing portion of the FSI of the Layout Land or by availing of transferable development rights ("TDR") or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

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

~~The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only~~

12.3 The Allottee(s) acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Larger Land and/or Layout Land including the existing and future FSI and /or TDR heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Larger Land and/or Layout Land or elsewhere as may be permitted and in such manner as the Developer deems fit. Further, the Allottee(s) hereby agrees, acknowledge/s and confirm/s that the Developer at its discretion is entitled to add/amalgamate adjoining land parcels to the Larger Land and/or Layout Land and shall be solely entitled to utilize the development potential of such additional land in the manner Developer deems fit.

12.4 The Allottee(s) further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other projects comprised in the Larger Land and/or Layout Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other project to any person as it deem fit, in accordance to the then existing laws. The Allottee(s) has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Layout Land.

12.5 Neither the Allottee(s) nor any of the other purchasers of the Unit(s)/premises/units in the buildings being constructed on the Larger Land and/or Layout Land nor the Common Organization/ Apex Body / Apex Bodies to be formed of purchasers of Unit(s)/premises/units in such buildings shall be entitled to claim any FSI and/or TDR howsoever available on the

Larger Land and/or Layout Land. All FSI and/or TDR at any time available in respect of the Larger Land and/or Layout Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and towers / Common Areas and Facilities is transferred/ conveyed to the Common Organization / Apex Body / apex bodies in the manner set out herein below.

12.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Larger Land and/or Layout Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee(s) /Common Organization/ Apex Body. In the event of any additional FSI in respect of the Larger Land and/or Layout or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Larger Land and/or Layout Land as may be permissible.

12.7 It is also agreed by the Allottee(s) that even after the formation of the Common Organization/ Apex Body/ Apex Bodies, the Developer, if permitted by MCGM and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Larger Land and/or Layout Land and shall thereby continue to retain full right and authority to develop the Larger Land and/or Layout Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or any additional FSI or any other sanctioned as approved by the Competent Authority from time to time shall at all times be the sole property of the Developer subject to approval/sanction from Authority be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit as per the provisions of the law.

13. Adherence to Sanctioned Plans

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

13.2 Further, the Allottee(s) has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Layout Land on which Phase is being constructed in proportion to the total area of the Larger Land taking into account the FSI to be utilized for all buildings constructed thereon. The Developer in its/their sole discretion, may allocate such buildable FSI for each of the building(s)/tower(s) being constructed on the Larger Land as it/they think fit and the purchasers of the apartment(s)/flat(s)/premise(s)/unit(s) in such building(s)/ tower(s) (including the Allottee(s)) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building(s)/ tower(s) on the Phase Land or Layout Land.

14. Possession

14.1 The Developer shall: (a) offer possession of the Unit to the Allottee(s), after obtaining the Occupation Certificate for the Unit on or before _____ (“Delivery Date of the Unit”) and; (b) deliver the Common Areas and Facilities of the Residential Component on or before _____, subject to the Allottee(s) being in compliance of all its obligations under this Agreement including without limitation timely payments of amounts.

14.2 If the Developer fails or neglects to give possession of the Unit to Allottee/s except on account of reasons beyond their control and that of their agents, i.e force majeure circumstances, by the aforesaid delivery date then the Developer shall be liable on demand to refund to Allottee/s the amounts already received by them in respect of the Unit with interest at the same rate as that may mentioned in the clause 11.1 hereinabove, from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving the delivery on the aforesaid dates, if the completion of building in which the Unit is to be situated is delayed on account of :

- (i) War, civil commotion or act of God,
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

15. Manner of Taking Possession

15.1 The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice. The Allottee(s) shall take possession of the Unit within 15 (fifteen) days from the date of Developer offering possession of the Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. Upon receiving possession of the Unit or upon expiry of the said 15 days from offering of the possession ("Possession Date"), the Allottee(s) shall be deemed to have accepted the Unit in consonance with this Agreement, and shall thereafter, pay the maintenance charges as mentioned in this Agreement to the Developer and/or Common Organization/ Apex Body/ Apex Bodies and/or Facility Management Agency appointed by the Developer, as the case may be. The Allottee(s) expressly understands that from the Possession Date, the risk and ownership to the Unit shall pass and be deemed to have passed to the Allottee(s). The Developer on its behalf shall offer the possession to the Allottee(s) in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

15.2 The Allottee(s) hereby agree/s that in case the Allottee(s) fail/s to respond and/or neglects to take possession of the Unit 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 INR _____/- (Indian National Rupees _____only) per month per square meter of the Total Area of the Unit, subject to applicable taxes ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities for the period of such delay. During the period of said delay, the Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

15.3 Further in case the Allottee(s) fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Unit along with Interest on default in payment of instalments (if any) along with applicable taxes and any other charges/amounts. The Allottee(s) further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Unit 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 Allottee(s) for the possession of the Unit.

16. Outgoings

- 16.1 From the Possession Date, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the Common Areas and Facilities of the Residential Component 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 clerk's bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Layout Land and building/s.
- 16.2 Until the conveyance of the Layout Land to the Common Organization/ Apex Body/ Apex Bodies in accordance with Clause 21, the Allottee(s) shall pay to the Developer such proportionate share of outgoings as may be determined by the Common Organization/ Apex Body/ Apex Bodies. The Allottee(s) further agrees that till the Allottee(s)'s share is so determined, the Allottee(s) shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Allottee(s) to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of Common Organization/ Apex Body as aforesaid. On such conveyance being executed the remaining amount of deposits collected from the purchasers shall be paid over by the Developer to the Common Organization.
- 16.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Defect Liability Period

- 17.1 If the Purchaser brings to the notice of the Developer any structural defect in the Unit/Tower(s) within a period of five years or such further period as may be prescribed under Relevant Laws (as amended from time to time), from the date of intimation of possession to the Allottee(s), on account of workmanship, quality or provision of service, then such defect shall, wherever possible, shall be rectified by the Developer without any further charge to the Allottee(s). and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.
- 17.2 In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Relevant Laws, having regard to the nature of defect, then the Developer shall provide an intimation to the Allottee(s)/ the association / the maintenance agency, as the case may be.
- 17.3 However, it is further agreed between the Parties hereto that, after the Possession Date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee(s) and/or any other allottee/s/ third party in the Phase or failure of the Allottee(s) to maintain Unit in a diligent manner or non-compliance of any

applicable laws by the Allottee(s); any force majeure events; where the manufacture warranty expires and the Allottee(s)/ Common Organization/ Apex Body/ Apex Bodies fails to renew the annual maintenance contracts during the defect liability period.

17.4 It is further agreed between the Parties hereto that, the Phase as the whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Unit and the Common Areas and Facilities of the Residential Component, wherever applicable. The Developer having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Allottee(s) directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Developer / the manufactures/ the maintenance agency / the association.

17.5 It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Project or acts of third party(ies) or on account of any force majeure events or on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Phase and/ or Project and/or the Larger Land and/ or Layout Land. The Allottee/s is/are aware and agree(s) and confirm(s) that the said Unit shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s is/are aware that the said Phase is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Phase at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee/s/the Common Organization/ Apex Body/ Apex Bodies shall have no claim(s) of whatsoever nature against the Developer in this regard.

17.6 After the Possession Date, the Allottee(s) alone shall be liable to rectify and reinstate any other damage due to wear and tear of whatsoever nature caused to the Unit/ Tower(s), save and except for the defects mentioned in Clause 17.1, at his/her/its/their own costs and the Developer shall not be responsible for the same. It is clarified that all costs including the cost of re-instating and/or repairing such damage shall be borne by the Allottee(s) alone, without any reference to the Developer.

18. Foreign Exchange Management Act

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

19. Anti-Money Laundering & Benami

The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Agreement towards the Unit 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 Allottee(s) further declare(s) and authorize(s) the Developer to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee(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. Upon such termination the Allottee(s) shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer, which the Allottee(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Developer to the Allottee(s) in accordance with the terms of this Agreement only after the Allottee(s) furnishing to the Developer a no-objection / letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).

Furthermore, the Allottee(s) acknowledge(s) and confirm(s) that the Unit is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 (“**Benami Act**”). The Allottee(s) understand(s) and agree(s) that in the event the Unit is found to be a 'benami property' as defined under the said Act and any proceedings are initiated under the Act against the Developer or the Unit, the Developer shall have the right to take appropriate legal action to protect its interests and the interests of bona fide purchasers. The Allottee(s) shall fully cooperate with the Developer and provide any assistance and documentation as may be required in such proceedings.

It is also expressly agreed by the Allottee(s) that in the event the Unit is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Developer shall not be liable to refund any amount paid by the Allottee(s) under this Agreement, and the Allottee(s) shall have no claim, whatsoever, against the Developer in respect of such confiscated property.

20. Default By Allottee(s)

20.1 In the event if:

- (i) the Allottee(s) commits three defaults in the payment of any installment with respect to the Total Consideration and all other amounts including but not limited to estimated Other Charges, due from the Allottee(s) as mentioned in this Agreement on due dates and/or;
- (ii) fails to comply with its obligations, terms conditions as set out in this Agreement,

then Without prejudice to the right of the Developer to charge interest in terms of Clause 11.1, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Developer under this Agreement (including his/her proportionate share

of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing three defaults of payment of instalments, the Developer shall at his own option may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee(s), by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee(s) (subject to adjustment and recovery of any agreed liquidated damages, such as Non-Refundable Amounts (defined hereinafter) or any other amount which may be payable to Developer) within a period of thirty days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee(s) to the Developer.

20.2 Non- Refundable Amounts shall mean and include: (a) Earnest Money; and (b) Interest on any overdue payments; and (c) brokerage paid to channel partners/brokers, if any; and (d) administrative charges as per Developer's policy; and (e) all taxes paid by the Developer to the Authorities; and (f) amount of stamp duty and registration charges to be paid on the Deed (*defined hereinafter*); and (g) any other taxes which are currently applicable or may be applicable in future; and (h) subvention cost (if the Allottee(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; and (i) stamp duty and registration charges on the this Agreement if paid by the Developer under any scheme; and (j) No-cost EMI charges, if any paid by the Developer under any scheme (hereinafter collectively referred to as the "**Non-Refundable Amounts**").

20.3 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee(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, as an authorized constituted attorney of the Allottee(s) and the Allottee(s) hereby acknowledges and confirms. The Parties further confirm that any delay or default in the execution/ registration of the Deed shall not prejudice: (i) the termination of this Agreement; and (ii) the right of the Developer to forfeit and refund the balance to the Allottee(s); and (iii) the right of the Developer to sell/transfer the Unit including the exclusive right to use the Parking Space(s) to any third party, as per its discretion. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such termination. Notwithstanding, the above, in the event the Allottee(s) fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall *ipso facto* stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

20.4 The Allottee(s) further agrees and undertakes that on occurrence of such event of termination as provided in Clause 20.1, and Clause 20.3, the Allottee(s) shall return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed.

20.5 Upon such termination, the Allottee(s) agree(s) and acknowledge(s) that the Allottee(s) shall not have any right, title and/or interest in the Unit and/or Parking Space(s) and/or the Layout and/or the Layout Land and the Allottee(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 Unit at its sole discretion.

20.6 Notwithstanding anything contained in this Agreement, it is agreed between the Parties that upon receipt of the occupancy certificate issued by the concerned competent authority for the said Unit, none of the parties shall be entitled to terminate this Agreement. It is however clarified that, upon receipt of the occupancy certificate, in case the Allottee(s) default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the Apartment/Unit within the aforementioned time as stipulated by the Developer, then the Developer shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the entire Sale Consideration towards the Unit along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee(s) further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Developer for the purpose and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee(s) in any manner whatsoever for the possession of the Apartment/Unit.

21. Association Structure

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

- (i) The Allottee(s) along with other allottee(s) of Unit(s) in the Phase shall join in forming and registering the society or association or a limited company or condominium or combination of them ("**Common Organization(s)**"), within a period of 3 (three) months of the majority of the allottees/ purchasers have booked their Unit, and/or on receipt of occupation certificate of the Project whichever is earlier, by such name as the Developer may decide and for this purpose, from time to time, duly fill in, sign and execute and return to the Developer within seven days of its receipt, the application, documents, other paper including the bye-laws of the proposed Common Organization(s) with respect to the formation and registration and/or becoming a member/ of the Common Organization(s). No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent Authority.
- (ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Body**") for Layout Land or separate apex association / Apex Body / Apex Bodies (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Bodies**") for each of Residential Component and the Commercial Component, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Layout Land including the Common Areas and Facilities of the Residential Component at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
- (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in Clause 22 below), the maintenance and management of the Project, without any reference to the Allottee(s) and other occupants of the Project, even after formation of the Common Organization/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee(s) hereby authorize(s) for the same. For this purpose, the Developer may, in its discretion provide suitable

provisions in the constitutional documents of Common Organization/Apex Body/Apex Bodies.

- (iv) make provisions for payment of outgoings/maintenance charges to the Common Organization(s)/ Apex Body/ Apex Bodies for the purposes of maintenance of the Phase in which the Unit is located and/or the Residential Component and/or the Layout Land.

21.2 Except Parking Space(s) allotted by the Developer in accordance with this Agreement, the Allottee(s) agree(s) and confirm(s) that all parking spaces including open parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee(s) hereby declares and confirms that except for the exclusive usage rights granted towards the Parking Space(s) allotted by the Developer, the Allottee(s) does not require any parking space/s including any right towards open parking space(s) and accordingly the Allottee(s) waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee(s) further agree(s) and undertake(s) that Allottee(s) shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer / Common Organization/Apex Body/Apex Bodies, at any time and shall not challenge the same anytime in future. The Allottee(s) agree(s) and acknowledge(s) that Developer/Common Organization/Apex Body/Apex Bodies shall deal with the parking space(s) in the manner Developer / Common Organization/Apex Body/Apex Bodies deems fit, subject to Relevant Laws.

21.3 The Allottee(s) hereby acknowledge(s) and agree(s) that the Phase is a part of a larger development and as such the Developer would be conveying only the built-up area of the Phase (except the basement and podium) to the Common Organization formed of the Phase and the underlying Layout Land excluding the Excluded Part and such other areas that are required to be handed over to the Governmental Authorities/ MCGM in accordance with the Relevant Laws, would be conveyed to the Apex Body/Apex Bodies formed of the common organization(s), which shall be in accordance within the timelines stipulated under the Relevant Laws. The Developer shall convey its title in respect of the Layout Land excluding the Excluded Part and such other areas that are required to be handed over to the Governmental Authorities/ MCGM in accordance with the Relevant Laws, to the Apex Body/ Apex Bodies within 3 (three) months from receipt of completion certificate of the entire Layout Land. The Allottee(s) hereby agree(s) and confirm(s) that till conveyance of the Phase to the Common Organization formed of the Phase and underlying Layout Land excluding the Excluded Part and such other areas that are required to be handed over to the Governmental Authorities/ MCGM in accordance with the Relevant Laws, to the Apex Body/ Apex Bodies (as the case may be), the Allottee(s) shall continue to pay all the outgoings as imposed by the concerned Authorities and proportionate charges to the Developer from time to time.

21.4 The Allottee(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 for the Common Organization/ Apex Body / Apex Bodies drafted/adopted by the Developer, necessary for the formation and registration of the Common Organization/ Apex Body / Apex bodies within 10 (ten) days from intimation by the Developer. The Allottee(s) agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of Common Organization/ Apex Body/ Apex Bodies . The Allottee(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 Unit(s)/premises/units in the Phase. The Allottee(s) shall be bound by the rules, regulations and bye-laws/memorandum and articles of Common Organization/ Apex Body/ Apex Bodies and the terms and conditions contained in the Agreement. No objection shall be raised by the Allottee(s), if any changes or modifications are made in the draft bye-law of the Common Organization/ Apex Body/ Apex Bodies dies 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 Allottee(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.

21.5 The Developer may become a member of the Common Organization/ Apex Body/ Apex Bodies to the extent of all unsold and/or unallotted Unit(s)/premises, areas and spaces in the Phase/ Project.

21.6 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the Common Organization/ Apex Body/ Apex Bodies /all purchasers of Units(s)/premises in the building/s / wing/s in the same proportion as the total area of the Units/premises bears to the total area of all the Unit(s)/premises in the said building/s / wing/s.

22. Facility Management Company

22.1 By executing this Agreement, the Allottee(s) agree/s and affirm/s 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 by the Developer of any agency, firm, corporate body, organization or any other person nominated by the Developer ("**Facility Management Company**") to manage, upkeep and maintain the Phase together with other buildings in the Residential Component/ Commercial Component/ the Layout Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain Common Areas and Facilities of the Residential Component. The Allottee(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 Phase/ Project/Layout (including the Purchaser's proportionate share of the outgoings as provided under Clause 7 above). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project/Layout, at its sole discretion, and without any concurrence from Allottee(s) / Common Organization/ Apex Body/ Apex Bodies. 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 Common Organization/ Apex Body/ Apex Bodies. The Allottee(s) hereby grants his/her/their/its unequivocal and unconditional confirmation to such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company ("**FM Agreement**"). It is hereby clarified and the Allottee(s) agrees and authorizes the Developer to appoint the first Facility Management Company in the Project/Layout and post formation of the Common Organization/ Apex Body/ Apex Bodies, as the case may be, the Developer will novate the FM Agreement in favor of the Common Organization/ Apex Body/ Apex Bodies, as the case may be have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written confirmation of all the purchasers in the Project/Layout are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such FM 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 Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Phase/Project/Layout Land and/or Common Areas and Facilities of the Residential Component thereto.

22.2 The Allottee(s) agree(s) to promptly, without any delay or demur, pay the necessary fees as may be determined by the Developer/Facility Management Company.

22.3 The Allottee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Phase/Layout, Common Areas and Facilities of Residential Component and use of the Unit/ parking areas by the Allottee(s) for ensuring safety and safeguarding the interest of the other purchasers of Unit(s)/premises in the Phase/ Projectt and the Allottee(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 other purchasers of Unit(s) in this regard.

23. **Fit out Manual**

23.1 The Allottee(s) agree(s) and undertake(s) that on receipt of possession, the Allottee(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Common Organization/ / Apex Body ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of Unit(s)/premises in the Phase/Project. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Phase/Project and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit or the Phase or the Project.

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

24. **Representations and Warranties of the Developer**

24.1 The Developer hereby represents and warrants to the Allottee(s) to the best of its knowledge as on date as follows:

- (i) The Developer has clear and marketable title with respect to the Layout Land and has the requisite rights to carry out development upon the Layout Land and also has actual, physical and legal possession of the Layout Land for the implementation of the Phase;

- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Layout Land and shall obtain requisite approvals from time to time to complete the development of the Phase;
- (iii) There are no encumbrances upon the Unit or Layout Land or the Phase except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any court of law with respect to the Layout Land or Phase except those disclosed in the title report and the RERA website;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Layout Land and the Phase 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 Layout Land and the Phase shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to development of the Phase/Project;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Layout Land, including the Phase and the Unit which will, in any manner, adversely affects the rights of Allottee(s) under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the Apex Body/ Apex Bodies, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas to the Apex Body/ Apex Bodies of the Allottee(s);
- (x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Phase/ to the competent Authorities as per terms and conditions of this Agreement;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Layout Land and/or the Phase except those disclosed in the title report.

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

- 25.1** The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Layout Land and any common rights of ways with the Authority to grant such rights to the Allottee(s) and/or users of Unit(s)/premises in the buildings being constructed on the Layout Land (present and future) at all times and the right of access to the Layout Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor

rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Layout 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 Layout Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Layout Land appurtenant to each and every building to be constructed on the Layout Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of Unit(s)/premises in building constructed on the Layout Land till such time the Layout Land is handed over to the Common Organization/ Apex Body.

- 25.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Unit to be executed in respect of the sale/transfer of Unit(s)/premises in the buildings to be constructed on the Layout Land. The Allottee(s) hereby expressly agrees to the same.

26. Brand Name & Project Name

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

27. Representations by Third Parties

The Allottee(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 Allottee(s) nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

28. Transfer

Only after handover of possession of the Unit, the Allottee(s) may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity after obtaining prior written approval of the Developer. Any such transfer by the Allottee(s) shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions,

payment of applicable statutory fees, the Allottee(s) submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee(s) under this Agreement and payment of applicable transfer / administrative fee of INR. ____- (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Unit to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

29. Obligations, Covenants, Representations of Allottee(s)

29.1 The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants, represents with the Developer as follows:

- (i) To maintain the Unit at the Allottee(s)'s own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local Authorities, if required.
- (ii) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated, which can be modified as per the discretion of Developer only, nor shall demand partition of the Purchaser's interest in the Unit and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Unit without the prior written permission of the Developer and/or Common Organization/ Apex Body/ Apex Bodies .
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Layout Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Layout Land and the building in which the Unit is situated.

- (vii) ensure that the dry and wet garbage shall be separated and the wet garbage generated in the building/ wing shall be treated separately on the Layout Land by the residents/occupants of the building/Wing in the jurisdiction of _ Mumbai Municipal Corporation ("MCGM").
- (viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee(s) for any purposes other than for the purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of Unit(s)/premises in the Tower or other occupants or users of the Tower, or visitors to the Tower, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee(s);
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Unit/s in the Tower, without the prior written permission of the Developer/Common Organisation(s)/concerned Authorities;
- (xiii) After possession of the Unit is handed over the Allottee(s), the Allottee(s) may insure the Unit 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.
- (xiv) The Allottee(s) and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- (xv) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee(s) to the Developer under this Agreement are fully paid up.
- (xvi) The Allottee(s) shall observe and perform all the rules and regulations which the Common Organization/ Apex Body/ Apex Bodies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Common Organization/ Apex Body/ Apex Bodies regarding the occupancy and use of the Unit in the Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Common Organization/ Apex Body/ Apex Bodies , the Allottee(s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable

times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- (xviii) Till a conveyance of the Layout Land on which the Tower in which Unit is situated is executed in favour of Apex Body or federation, the Allottee(s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Layout Land or any part thereof to view and examine the state and condition thereof.

(xix) Usage of Unit Areas & Parking Space by Purchaser

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

- (xx) The Allottee(s) hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Unit / mock Unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee(s) has/have not relied on the same for his/her/their/its decision to acquire the Unit in the Phase and also acknowledges that the Allottee(s) has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

- (xxi) The Allottee(s) undertakes that the Allottee(s) has/have taken the decision to purchase the Unit in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee(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.

- (xxii) Save and except the information / disclosure contained herein the Allottee(s) confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Unit or refund of the monies paid by the Allottee(s) by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

- (xxiii) The Allottee(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 Unit and/or Parking Space (s) by concerned authorities due to non-payment by the Allottee(s) or any other Unit purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause 4.1 of this Agreement or as and when demanded by the Developer.

- (xxiv) The Allottee(s) is/are aware of the existence of a nalla (natural watercourse) through a portion of the Layout Land. The Allottee(s) agrees and undertakes that the Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies shall be responsible for the training, maintenance, management, procurement and maintenance of any approval as may be required in this connection and ensuring all statutory compliances with respect to the same in accordance with the Relevant Laws, at its own costs and charges which shall be shared between all the allottee(s)/member/s of the Residential Component.

- (xxv) The Allottee(s) is/ are aware that certain portion of the Layout Land has been earmarked for the purpose of electric power receiving station with a view to service the electricity requirement of

the Project or any phases thereof (including the Larger Land). The Allottee(s) understands that the Developer may, at its discretion, grant/ lease/ license/ such portion of Layout Land to electrical undertakings or similar bodies or any party in this connection as may be required. The Allottee(s) agrees and undertakes that the Allottee(s) and/or Common Organization/ Apex Body/ Apex shall not raise any objection and/or obstruction towards the putting up and construction of the electric power receiving station and its structure/s and allied constructions, like pipes, boxes for electric metres etc. and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of such electrical undertakings or similar bodies.

30. Rights of the Developer

30.1 Hoarding rights

The Allottee(s) hereby agrees that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Layout 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/ transfer to the Common Organization/ Apex Body in accordance with Clause 21 and the Allottee(s) agree/s not to dispute or object to the same. The Developer/ shall not be liable to pay any fees / charges to the Common Organization/ Apex Body 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).

30.2 Retention

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

30.3 Unsold Unit(s)

- (i) All unsold and/or unallotted Unit(s)/premises, areas and spaces in the Phase/Layout Land, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Phase and Layout Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted Unit(s)/premises and shall be entitled to enter upon the Layout Land and the Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- (ii) The Developer shall without any reference to the Allottee(s), Common Organization/ Apex Body, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Unit(s)/premises and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different Unit(s)/premises 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 Allottee(s) as member/s of the Common Organization/ Apex Body. The Allottee(s) and / or the Common Organization/ Apex Body 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 Common Organization/ Apex Body.

30.4 Basement/Podiums

The Allottee(s) hereby agrees to the Developer dividing the basement into parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Project to the extent permissible under the Relevant Laws.

30.5 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 Layout 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.

30.6 Mortgage & Security

The Developer if it so desires shall be entitled to create security on the Layout Land together with the building/s being constructed thereon (including the Tower(s) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Unit 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 Unit, 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 Layout Land (or any part thereof) and building/s constructed thereon in favour of the association / Apex Body / Apex Bodies in accordance with Clause 21 above. The Allottee(s) hereby gives express agrees to the Developer to raise such financial facilities against security of the Layout Land together with the building(s) being constructed thereon (including the Tower) and mortgage the same with banks/financial institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.

31. Right of Allottee(s) to the Unit and Common Areas and Facilities of the Layout/ Project

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or of the Layout Land and buildings or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Common Organization/ Apex Body.

32. Binding effect

Executing this Agreement with the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer until the Allottee(s) appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer. ~~Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall~~

~~serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.~~

33. **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 Unit, as the case may be.

The Allottee(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 Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

34. **Provisions of this Agreement applicable to the Allottee(s) / subsequent Allottee(s)**

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

35. **Severability**

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

36. **Right to Amend**

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

37. **Waiver**

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee(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 Allottee(s) of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Layout, the same shall be in proportion to the Total Area of the Unit to the Total Area of all the Unit(s) in the Layout.

39. **Further assurances**

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

40. **Place of execution**

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

41. **Present for registration**

The Allottee(s) and/or Developer shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

42. **Notices**

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

To the Purchaser:

Name:

Address:

Notified E-mail ID:

To the Developer:

Name: Address:

Notified E-mail ID:

- 42.2 In case of more than one Allottee(s), default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Allottee(s) onto the above mentioned address or any address later notified by the first mentioned Allottee(s) and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee(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 Allottee(s), the same shall be informed to the Developer well in advance by the Allottee(s).
- 42.3 In the case of joint Allottee(s) for the Unit, unless a duly executed instruction by all such joint Allottee(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Allottee(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottee(s).

43. **Satisfied with the Developer's title**

The Allottee(s) hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Layout Land /Phase and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee(s) relying solely on the Allottee(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and its respective 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 Allottee(s).

44. **Joint Allottee(s)**

That in case there are Joint Allottee(s) all communications shall be sent by the Developer to the Allottee(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 Allottee(s).

45. **Stamp duty and Registration charges**

The stamp duty and registration charges with respect to this Agreement shall be borne by the Allottee(s).

46. **Dispute Resolution**

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

47. **Governing Law**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act") and the Rules and Regulations made thereunder ("Rules and Regulations") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

FIRST SCHEDULE

(Description of the Larger Land)

SECOND SCHEDULE

(Description of the Layout Land)

THIRD SCHEDULE

(Description of the Phase Land)

FOURTH SCHEDULE

(Description of Unit)

Unit No. _____ on _____ floor in building(s)/Wing no(s). **Godrej** admeasuring _____ square meters of Carpet Area and Exclusive Areas of the Unit admeasuring _____ square meters aggregating to _____ square meters along with an exclusive right to use garage/covered car parking space at _____ level basement/podium/stilt/mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance or open car parking space without consideration bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth constructed on Layout Land.

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

SIGNED AND DELIVERED by the)
withinnamed **Developer**,)
_____)
through its constituted attorney)
Mr./Mrs./Ms. _____)
in the presence of :)
1. _____)
2. _____)

Please affix
photograph and sign
across the photograph

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photograph and sign
across the photograph

SIGNED AND DELIVERED by the)
withinnamed **Allottee(s)**)
_____)
in the presence of :)
1. _____)
2. _____)

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SIGNED AND DELIVERED by the)
withinnamed **Allottee(s)**)

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_____, through its Authorized)
Signatory/representative vide Board/Partner's)
Resolution dated _____)

In the presence of :)

1. _____)
2. _____)

DRY
Housiey.com

RECEIPT

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

We say received.

For **GODREJ PROPERTIES LIMITED**

Authorized Signatory