

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 hereundershall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any changes prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) made at Thane this _____ day of _____ in the year Two Thousand and Twenty - _____.

Between

GODREJ PROPERTIES LIMITED, [PAN: AAACG3995M] [CIN: L74120MH1985PLC035308], a company incorporated under the Companies Act, 1956 and deemed to be incorporated under the provisions of Companies Act, 2013, having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the “**Developer**” (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 **FIRST 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 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 heirs, executors, administrators and legal representatives of the last surviving partner and his/her/their permitted assigns) 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 and permitted assigns) 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 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 and permitted assigns), through its authorized representative Mr./Ms. _____ authorized vide Partner’s Resolution dated _____, of the **SECOND PART**

WHEREAS:

- A. By and under Scheme No. MM/05/2020-2021 and Scheme No. MM/06/2020-2021, the City and Industrial Development Corporation of Maharashtra Limited (“**CIDCO**”) issued a tender calling for bids in respect of *inter alia* allotment of residential and commercial plot of land bearing Plot No. 8 admeasuring 3,319.79 square meters (“**Plot 8**”) and residential and commercial plot of land bearing Plot No. 9 admeasuring 3,296.82 square meters (“**Plot 9**”). situate, lying and being at Sector 19 of Sanpada Node, Navi Mumbai within the registration district of Thane.
- B. By an Agreement to Lease Deed dated 29.05.2024 executed between City and Industrial Development Corporation of Maharashtra Ltd (“**CIDCO**”) and Developer registered with the Office of the Sub-Registrar of Assurances Thane 8 under Serial No. 12891 of 2024 at CBD Belapur, Navi Mumbai, wherein the Corporation agreed to grant on lease and the Developer agreed to take on lease from the Corporation, all that piece and parcel of land, bearing Plot No.8, admeasuring 3,319.79 square meters situated at Sector 19, Sanpada, Navi Mumbai, for the purpose of erecting building(s) for residential and commercial use, upon terms and conditions specified in the said Agreement to Lease.
- C. By an Agreement to Lease Deed dated 29.05.2024 executed between City and Industrial Development Corporation of Maharashtra Ltd (“**CIDCO**”) and Developer registered with the Office of the Sub-Registrar of Assurances under Serial No. 12894 of 2024 at CBD Belapur, Navi Mumbai, wherein the CIDCO agreed to grant on lease and the Developer agreed to take on lease from the CIDCO, the piece and parcel of land, bearing Plot No.9, admeasuring 3296.82 sqm situated at Sector 19, Sanpada, Navi Mumbai, for the purpose of erecting building(s) for residential and commercial use, upon terms and conditions specified in the said Agreement to Lease.
- D. Based on the Developer's application dated 30th May 2024, the CIDCO permitted the amalgamation of the Plot No. 8 and Plot no. 9 vide Ref No. CIDCO/MTS-I/2024/1789 dated 8th October 2024.
- E. The Developer has obtained the NOC vide letter No. CIDCO/MTS-I/8000276054/2024/1793 dated 14.10.2024 for carrying out development on Layout Land admeasuring 6,616.61 square meters situated at Sector 19, Sanpada, Navi Mumbai, with additional FSI admissible as per UDCPR 2020 for Total Additional BUA 22827.302 sqm.
- F. By and under a Modified Agreement dated November 13, 2024, registered with the Office of the Sub-Registrar of Assurances under Serial No. 24722 of 2024, executed between CIDCO and the Developer, Plot No. 8 and Plot No. 9 were amalgamated resulting in Plot 8 & 9 admeasuring 6,616.61 square meters situated at Sector 19, Sanpada, Navi Mumbai, (hereinafter referred to as the “**Layout Land**”), which is more particularly described in the **First Schedule** hereunder written and shown delineated by _____ colour on the Plan thereof hereto annexed as **Annexure _____**.
- G. An area admeasuring 491.31 square meters in the Layout Plan is demarcated for economic weaker section as per the provisions of UDCPR (Unified Development Control and Promotion Regulations 2034) which is delineated in _____ colour on the plan annexed hereto as Annexure _ (“**EWS Land**”). And the Developer shall be constructing building of Ground + 7 floors having _____ residential units in the said building (“**EWS Component**”).
- H. In furtherance thereto, the Developer has obtained the Sanction of Building Permission and Commencement Certificate (CC) from Navi Mumbai Municipal Corporation (NMMC) vide number _____ for the development of the Layout Land.
- I. Accordingly, the Developer shall be undertaking the development of the Project (*defined hereinafter*) on an area admeasuring 6125.30 square meters of thereabout in aggregate out of the Layout Land (“**Project Land**”), delineated in _____ colour on the plan annexed as **Annexure _____**. The Project Land in more particularly defined under the **Second Schedule**. It is clarified that the Project Land excludes EWS Land.
- J. The Allottee(s) agree(s) and understand(s) that the approved Layout Plan and the CC and conditions prescribed in relation to the same may be subjected to further revisions/ amendments/ modifications by NMMC, 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 Layout Plan, at its discretion and/or as per terms and conditions laid down by the relevant authorities from time to time as per Relevant Laws. It is also clarified that the Developer reserves the right in its absolute discretion to amend/alter/modify the Layout Plan (excluding the Project) 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 Layout Plan (excluding the Project) and /or also change the location of any of the buildings, amenities, and facilities in the Layout Plan (excluding the Project) or change the nature of the building(s) proposed to be constructed on the Layout (excluding the Project) or any modalities pertaining to the Land Under Reservation and the EWS Land, as per Relevant Laws.

- K. The Developer is in the process of developing a real estate project under the name and style of “**Godrej Eternal Palms**” by constructing thereon 2 (two) towers identified as Wing A & Wing B (herein collectively referred to as the “**Towers**”) comprising Ground/Stilt plus 5 Podiums plus E deck (6th Podium) plus 30 habitable floors (7th to 36th floors) plus 1 recreational floor (37th floor). The aforesaid Towers comprising _____ residential units (**Residential Component**) and _____ commercial/ retail units situated at Ground floor (“**Retail Component**”). The Residential Component, Retail Component, Common Areas and Facilities of the Project Land and such other developments as may be permitted on the Project Land are hereinafter collectively referred to as the “**Project**”.
- L. The Allottee(s) agrees and understands that the Common Areas and Facilities of the Project Land as provided in **Annexure _____ (Common Areas and Facilities of the Project Land)** is distributed across the Project Land and its rights shall be exclusive to the Allottees(s) of Residential Component excluding the Allottee(s) of Retail Component. However, it is further agreed that, the Allottee(s) of Retail Component shall be entitled to access lifts and lift lobbies from the ground floor to 5th Podium of Towers since, also the parking of Retail Component is allocated at Podium(s) and therefore, Allottee(s) of Retail Component shall have right to access parking at Podium(s).
- M. The Allottee(s) hereby confirm/s and undertake/s that they and/or Society/common organization of the Towers/wing/phase/segment/ component within the Project shall not at any time raise any objection/dispute/hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Project Land as mentioned in Recital L hereinabove. . Further, the costs and charges towards such Common Areas and Facilities of the Project Land (save and except lifts and lift lobbies from the ground floor to 5th Podium and from Ground Floor upto 5 (Five) podiums of Towers) shall be shared between all the Allottee(s)/member/s of the Residential Component only. However, the costs and charges towards the lifts, lift lobbies from ground to 5th podiums and from Ground Floor upto 5 (Five) podiums shall be shared between the Allottee(s)/member/s of the Residential Component and the Retail Component proportionately.. The Allottee(s) hereby acknowledge(s), confirm(s) and agree(s) to the same and accordingly gives his/her/their no-objection and permission towards the same.
- N. It is further agreed between the Parties hereto that, the eleven no. of parkings of EWS Component is allocated at ground floor and therefore, Allottee(s) of EWS Component shall have right to access parking at ground floor forming part of Project from access duly marked with _____ colour on plan annexed hereto as **Annexure _____**. Also, EWS Component and Retail Component shall have access to the amenities to be provided on the RG area of the Project Land and list of amenities provided on RG area is annexed herewith as **Annexure _____**. It is further agreed between the Parties hereto that the cost of maintenance of the amenities to be provided on the RG area of the Project land shall be shared proportionately by the Residential Component, Retail Component and EWS Component.
- O. 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.
- P. 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.
- Q. 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 Project.
- R. The Developer through its Architect had submitted the building plans in respect of the Project and NMMC has issued Development Permission bearing _____ dated _____.
- S. The Developer has also obtained commencement certificate from _____ bearing No. _____ dated _____, copy of which is annexed hereto and marked as **Annexure _____ (Copy of the Commencement Certificate)**.
- T. A copy of the Layout Plan of the Project Land as approved by NMMC is annexed hereto and marked as **Annexure _____ (Layout Plan) (Copy of the Layout Plan)**.
- U. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (“**Act**”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 (“**Rules**”) with the Real Estate Regulatory Authority at Maharashtra (MahaRERA), under project registration no _____. Copy of the registration certificate issued by MahaRERA is annexed herewith as **Annexure _____ (Copy of the MahaRERA Registration Certificate)**.

- V. The Developer has informed the Allottee(s) about all these aspects pertaining to the Project including applications, sanctions, permissions, proposed project-wise / segment-wise development, Common Areas and Facilities of the Layout and the Allottee(s) agrees and acknowledges the same.
- W. On demand from the Allottee(s), the Developer has given inspection to the Allottee(s) of all the documents of title relating to the Layout 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.
- X. The authenticated copy of the Certificate of Title issued by _____ of the Developer along with the authenticated copies relevant revenue record showing the nature of the title of the Developer to the Layout Land on which the Flat/Retail Unit (*defined hereinafter*) are constructed or are to be constructed have been annexed hereto and marked as **Annexure ____ (Copy of the Certificate of Title)** and **Annexure ____ (Copies of the revenue records)**, respectively.
- Y. The Developer has got some of the approvals from the Authority(s) to the plans, the specifications, elevations, sections and of the said Tower(s) and shall obtain the balance approvals from various Authorities from time to time, so as to obtain Occupancy Certificate of the said Tower(s).
- Z. While sanctioning the said Layout Plan, 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.
- AA. The Developer has accordingly commenced construction of the Project in accordance with the said sanctioned Layout Plan.
- BB. The Allottee(s)/s /s has applied to the Developer for allotment of a Flat/Retail Unit No. ____ on ____ floor in ("**Flat/Retail Unit**") being constructed in the Project Land along with exclusive right to use **garage/covered car parking space** at ____ level basement/podium/stilt/mechanical bearing no. ____ admeasuring ____ sq.ft having ____ ft. length x ____ ft. breadth x ____ ft. vertical clearance or an open car parking space without consideration bearing no. ____ admeasuring ____ sq.ft having ____ ft. length x ____ ft. breadth ("**Parking Space(s)**") constructed or being constructed in the said Project Land as more particularly earmarked at **Annexure " ____ "** as annexed hereto.
- CC. The Developer hereby agrees to provide to the Allottee exclusive right to use covered parking spaces bearing Nos. ____ admeasuring ____ sq.ft. having ____ ft. length x ____ ft. breadth x ____ ft. Vertical clearance and situated at basement and/or stilt and/or podium being constructed in the Layout for the consideration of Rs. ____/-
- DD. The Total Consideration for the Flat/Retail Unit including covered parking spaces is thus Rs. ____/-
- EE. The Carpet Area of the Flat/Retail Unit is [•] square meters aggregating to Total Area of [•] square meters ("**Total Area**"). For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of a Flat/Retail Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat/Retail Unit for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Flat/Retail Unit for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat/Retail Unit and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the Flat/Retail Unit for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Flat/Retail Unit for exclusive use of the Allottee(s) and other areas appurtenant to the Flat/Retail Unit for exclusive use of the Allottee(s).
- FF. Copies of the plan of the Flat/Retail Unit agreed to be purchased by the Allottee(s), as sanctioned and approved by NMMC have been annexed and marked as **Annexure ____ (Plan showing the Flat/Retail Unit)**. The specification to be provided in the Flat/Retail Unit are enlisted in the **Annexure ____ (Specifications)** to this Agreement.
- GG. The Developer has sole and exclusive right to sell the Flat/Retail Unit to be constructed by the Developer in the Project and to enter into Agreement/s with the Allottee(s) and receive the Total Consideration (*as defined herein*) in respect thereof.
- HH. 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.
- II. The Developer is entitled and enjoined upon to construct the Project in accordance with the recitals of this Agreement.

- JJ. 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 Flat/Retail 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.
- KK. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for Sale for the said Flat/Retail Unit with the Allottee(s), being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908.
- LL. 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 Flat/Retail 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. The parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.

2. Construction

2.1. The Developer shall construct Towers forming a part of the Project Land. It is further clarified that the development of the Project Land shall be in accordance with the plans, designs and specifications as approved by relevant authorities from time to time. Provided that 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 Flat of the Allottee(s) except any alteration or addition required by any Government Authorities or due to change in law.

2.2. The Allottee(s) further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout (except for the Project) in such manner as the Developer may deem fit, subject however to the sanction of the concerned Government Authorities, or if required by the concerned Government Authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

2.3. The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that Common Areas and Facilities of the Project Land (as enlisted in Annexure ___) are distributed across the Project Land. These Common Areas and Facilities of the Project Land shall at all times remain common and shall be shared by all the residents of the Residential Component, but excluding the Retail Component (except the access of lifts and lift lobbies from the ground floor to 5th Podium of Towers) and also Allottee(s) agrees and understand that, the parking of Retail Component is allocated at Podium(s) and therefore, Allottee(s) of Retail Component shall have right to access for parking at Podium(s), which is a forming part of Project. 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. It is further agreed between the Parties hereto that, the 11 (eleven) parking spaces of EWS Component is allocated at ground floor and therefore, Allottee(s) of EWS Component shall have right to access parking at ground floor forming part of Project from access duly marked with ___ colour on plan annexed hereto as Annexure ___. Also, EWS Component and Retail Component have access to the amenities to be provided on the RG area of the Project Land and list of amenities is annexed herewith as Annexure ___. It is further agreed between the Parties hereto that the cost of maintenance of the lifts, lift lobbies from ground to 5th podiums and from Ground Floor upto 5 (Five) podiums shall be shared between the Allottee(s)/member/s of the Residential Component and the Retail Component proportionately and the cost of maintenance of amenities to be provided on the RG area of the Project land shall be shared proportionately by the Residential Component, Retail Component and EWS Component.

3. Description of Flat/Retail Unit, Parking Space(s), Common Areas and Facilities of Layout and Total Consideration

3.1 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 Flat/Retail Unit of the aforesaid Total Area bearing no. [•], on the [•] floor "Tower [•] ([•]), [•], _____", constructed or being constructed in the project, which is more particularly described in the Schedule _____ written and shown on the plan thereof thereto annexed as **Annexure _____** and 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 Multilevel Car Parking/ the basement/ Podium/ Stilt of the _____ in the Free Sale

Component (“**Parking Space(s)**”). A copy of the parking plan earmarking and identifying the Parking Space(s) in [•] boundary line is herewith annexed as **Annexure “[•]”**.

3.2 The **specifications**, fixtures and fittings with regard to flooring, sanitary fittings and amenities with particular brand or equivalent, to be provided by the Developer in the Flat/Retail Unit as are set out in **Annexure “[•]” Specifications**) annexed hereto. The Allottee(s) hereby confirms that the Allottee(s) is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure “[•]” (*Specifications*) and the same shall only be relied by the Parties.

3.3 The **Carpet Area** of the Flat/Retail Unit is _____ square meters and the **Exclusive Areas** of the Flat/Retail 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 ____ above.

3.4 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 the following:

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Flat/Retail Unit.	
(ii)	Towards the Exclusive Area of the Flat/Retail Unit.	
(iii)	Towards Parking Spaces	
(iv)	Towards proportionate consideration for Common Areas and Facilities charges [•] calculated on the Carpet Area of the Flat/Retail Unit.	
	Total Consideration	

3.5 The Allottee/s has paid on or before execution of this Agreement a sum of INR _____/- (Rupees _____ only) (not exceeding 10% of the Total consideration) as advance payment and hereby agrees to pay to that Developer the balance amount of INR _____/- (Rupees _____ only) and shall be deposited in _____ RERA Designated collection Account _____ Godrej _____, Account No. _____, Branch having IFSC code _____ situated at _____. In addition to the above bank account, the Developer has opened in the same bank, RERA Designated Separate Account and RERA Designated Transaction Bank Account having Account No. _____ and _____. Along with the aforementioned Total Consideration, the Allottee(s) agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause _____ of this Agreement for sale.

3.6 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 performance on the part of Non-Allottee(s) in the terms set forth under this Agreement (**Earnest Money**”).

4. 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 Project is complete and the occupancy certificate is 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 or as may be amended under the Act and/or Rules from time to time. 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 _____ 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, if applicable. All these monetary adjustments shall be made at the same rate per square meter on Total Area as agreed in this Agreement

5. Payment Schedule and the manner of payment

5.1 **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 Flat/Retail Unit’s building/wing	15% (total 45%)	

(iv)	on completion of slabs including podiums and stilts of the Flat/Retail Unit's building/wing	25% (total 70%)	
(v)	On completion of the walls, internal plaster, floorings, doors and windows of the Flat/Retail 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 Flat/Retail Unit/ is situated]</i> floor	5% (total 80%)	
(vii)	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Flat/Retail Unit's building/wing	5% (total 85%)	
(viii)	On completion of Flat/Retail 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 Flat/Retail 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 provided herein.

- 5.2 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 payment schedule mentioned in this Clause, 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 for Sale.
- 5.3 All payments to be made by the Allottee(s) under this Agreement for Sale shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "[●]".
- 5.4 In case of any financing arrangement entered by the Allottee(s) with any Bank / financial institution with respect to the purchase of the Flat, they undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration due and payable to Developer through an account payee cheque/demand draft drawn in favour of "[●]". The Allottee/s has to provide a valid in-principle sanction letter of loan before registration of Agreement for sale. The Allottee/s shall solely be responsible and liable to ensure that the disbursement of the same shall not be held by any Bank or Financial Institution for any reasons which shall not be attributable to the Developer, as and when due, and same shall be made by the Bank or Financial Institution without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursement of such amounts, as and when due, shall constitute a breach of the terms of Agreement. The Allottee(s) agrees that in the event if they avail any loan/or loan facilitation services ("Services") from any external third party, they shall do so at his/her own cost and expense whatsoever 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 Services so availed.
- 5.5 For the purpose of remitting funds from abroad by the Allottee(s), the following are the particulars of the beneficiary:
- Beneficiary's Name : [●]
Beneficiary's Account No [●]
Bank Name : [●]
Branch Name : [●]

Bank Address : [●]
Swift Code : [●]
IFSC Code : [●]

5.6 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 Purchaser 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 postponed.~~ It is hereby clarified that the foregoing rebate is subject to the Allottee(s) complying with all its obligations under this Agreement for Sale including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. **The 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).**

5.7 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 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 dishonour charge of Rs. 5000/- (Rupees Five Thousand only) along with applicable taxes for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. 10000/- (Rupees Ten Thousand only) along with applicable taxes in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

5.8 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 Allottee's failure in this regard.

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

5.9 The Total Consideration is escalation-free, save and except escalations / increases / impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("**Government Authorities**") from time to time in the manner levied by such Government Authorities. 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.

5.10 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 Flat / Retail Unit.

5.11 The Allottee(s) understands that their eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions. Further the Developer shall not be responsible for any delay in obtaining requisite approval(s)/sanction/disbursal(s) from the bank/financial institution. It is the sole responsibility of the Allottee(s)/s to obtain the loan and the Developer is only assisting in this regard. In the event, the bank/financial institution does not grant loan under the subvention plan or any other plan to the Applicant for reasons not attributable to the Developer, it shall be the sole discretion of the Developer to terminate the Application Form/Allotment Letter/Agreement for Sale and forfeit the Non Refundable Amount, or, continue as per conditions contained herein.

6. Taxes

6.1 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 Flat/ Retail Unit.

6.2 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.

6.3 Taxes shall be payable by the Allottee(s) on demand made by the Developer within 15 (Fifteen) working days, and the Allottee(s) shall indemnify and keep indemnified the Developer from and against the same.

6.4 The Allottee(s) and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cess, statutory charges including GST or Other Charges (with taxes thereon) existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each instalment of amounts payable under this Agreement, with retrospective effect, if so required under the Relevant Laws.

7. 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.

8. Payment of Other Charges

8.1 The Allottee(s) shall on or before delivery of possession of the Flat /Retail Unit deposit and keep deposited with the Developer the following amounts, which shall be transferred to the society / Limited Company / federation / Apex Body (as defined below):-

Sr.No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body 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:	

8.2 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 Common Areas and Amenities from the amounts to be paid by the Allottee(s) under the aforesaid Serial Number () without any reference to the Allottee(s)/ society / limited company / federation / Apex Body.

8.3 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 till the transfer the aforesaid amounts to the society / limited company / federation / Apex Body. It is clarified that the above amount are purely estimates and the Developer reserves the right to demand additional amounts from the Allottee(s) in case the actual expenses for any of the particular heads mentioned above exceed the estimated amount mentioned above for that specific head.

8.4 The amounts collected by the Developer in Sr. No. (i) to (ii) hereinabove shall be provisional amount and the Developer and/or the Facility Management Company shall have right to revise/raise additional amount, if the same is exhausted before hand over management to the society / limited company / federation / Apex Body as mentioned in clause _____ hereinbelow. The Developer/Facility Management Company shall provide audited statements of the expenses incurred by the Developer/Facility Management Company.

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

9.1

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the Common Organisation / Apex Body/ Apex Bodies	

(ii)	Estimate amount for formation and registration of the Common Organisation/ Apex Body / Apex Bodies	
(iii)	Estimate amounts towards water connection charges*	
(iv)	Estimate amounts towards electric connection charges*	
(v)	Estimate amounts towards gas connection charges*	
(vi)	Estimate amounts towards other utility / services charges *	
(vii)	Estimate amounts for charges of electrical receiving and sub-station in the Project Land*	
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the Common Organisation/ Apex Body	
(ix)	Estimate amounts towards legal charges for documentation which shall be payable	
(x)	Estimate amount towards Infrastructure Development charges/ LUC* *	
(xi)	Estimate amount towards Infrastructure Development charges/ Metro Development Charges * * *	
	Total:	

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

* The amounts collected by the Developer in Sr. No. (iii) to (vii) hereinabove shall be provisional amount and the Developer and/or the Facility Management Company shall have right to revise/raise additional amount, if the same is exhausted before hand over of management to the Federation/Apex Body/Condominium/Body of Purchaser as mentioned in clause 22 hereinbelow. The Developer/Facility Management Company shall provide audited statements of the expenses incurred by the Developer/Facility Management Company.

**LUC shall mean land under construction tax which is payable to the competent Government Authorities on actuals. This is an indicative amount and may vary basis the demand raised by the competent authority

*** Metro Charges as laid down by the competent authority from time to time for the development of infrastructure.

It is clarified that the amounts to be paid by the Allottee(s) under Clause ___ and Clause ___ 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.

9.2 The Developer shall have the right to keep the amounts collected towards the corpus funds from the Allottee(s) 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/ Association / Apex Body, subject to the aforesaid deductions/ adjustments and the same is confirmed and agreed by the Allottee(s)/ Common Organization / Association / Apex Body.

9.3 The Allottee(s) is aware that the Developer seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Developer has/shall enter into agreements with various third parties/ operators ("Service Providers") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("FSI Free Constructed Spaces") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the Allottee(s). The terms of such arrangements shall be binding on the Allottee(s) and the Ultimate Organization/ Federation, subject to the following restrictions: a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years. b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Project.

10. 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.

11. 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.

12. Time is of essence

- 12.1 Time is essence for this Agreement. The Developer shall abide by the time schedule for completing the Project and handing over the Flat/Retail Unit to the Allottee(s) and the common areas to the Apex Body/ Apex Bodies after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 12.2 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.

13. Interest

- 13.1 If the Developer fails to abide by the time schedule for completing the Project and handing over the Flat/Retail Unit to the Allottee(s), the Developer agrees to pay to the Allottee(s), who does not intend to withdraw from the Project, 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.
- 13.2 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.
- 13.3 All outstanding amounts payable by any Allottee under this Agreement shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- 13.4 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 13.5 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 Flat/Retail 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.

14. Floor Space Index

- 14.1 The Developer declares that FSI available as per approval received as on date in respect of the Project Land is approximately _____ square meters (including fungible FSI) and the Developer has planned to utilize FSI of _____ square meters (including fungible FSI) on the Project by utilizing portion of the FSI of the Project Land or by availing of transferable development rights (“TDR”) or FSI available on payment of premiums or or exchange of FSI with another plot 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.
- 14.2 Further, the Allottee(s) has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the area of the Project Land and/or the Project 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 Project Land and/or the Project Land as it thinks fit and the purchasers of the Flat /Retail 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 Project Land and/or otherwise.

14.3 The Allottee(s) acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project 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 Project 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 Project Land and shall be solely entitled to utilize the development potential of such additional land in the manner Developer deems fit.

14.4 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 Project 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 s 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 Project Land.

14.5 Neither the Allottee(s) nor any of the other purchasers of the Flat/Retail Unit(s)/premises/units in the buildings being constructed on the Project Land nor the Common Organization/ Apex Body / Apex Bodies to be formed of purchasers of Flat /Retail Unit(s)/premises/units in such buildings shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Project 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 of the Layout is transferred/ conveyed to the Common Organization / Apex Body / apex bodies in the manner set out herein below.

14.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the 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 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 Current Project as may be permissible.

14.7 It is also agreed by the Allottee(s) that even after the formation of the Common Organization/ Apex Body/ Apex Bodies, the Developer, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

15. Adherence to Sanctioned Plans

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

16. Possession

16.1 The Developer shall: (a) offer possession of the Flat/Retail Unit to the Allottee(s), after obtaining the Occupation Certificate for the Flat/Retail Unit on or before (“Delivery Date of the Flat/Retail Unit”); (b) deliver the Common Areas and Facilities of the Project Land 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).

16.2 If the Developer fails or neglects to give possession of the Flat/Retail 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 Flat/Retail 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 Flat/Retail 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.

16.3 Further, in the event the Developer is unable to offer possession of the Flat 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

17. Manner of Taking Possession

17.1 The Allottee(s) shall take possession of the Flat/Retail Unit within 15 (fifteen) days ~~3 (three) months~~ from the date Developer offering possession of the Flat/ Retail Unit (Intimation of Possession), by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement for Sale, and the Developer shall give possession of the Flat/Retail 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 Flat/Retail Unit or expiry of the said 15 (fifteen) days from offering of the possession ("**Possession Date**"), the Purchaser shall be deemed to have accepted the Flat/Retail Unit, in consonance with this Agreement for Sale, and shall thereafter, the Allottee(s) agree/s to pay the maintenance charges as mentioned in this Agreement to the Promoter and/or association of allottee(s) and/or Facility Management Agency appointed by the Promoter, as the case may be. The Allottee(s) expressly understands that from such date, the risk and ownership to the Flat/Retail Unit shall pass and be deemed to have passed to the Allottee(s). ~~The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project~~

17.2 The Allottee(s) hereby agree/s that in case the Allottee(s) fail/s to respond and/or neglects to take possession of the Flat/Retail 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 Flat/Retail 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 Flat/Retail 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.

17.3 Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate / plot release certificate or any such certificate issued by the concerned Authority approving completion of development, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by Allottee(s) after the intimation of receipt of Occupation Certificate. Further in case the Allottee(s) fail/s to respond and/or neglect/s to take possession of the Flat/Retail 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 Flat/Retail 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 Flat/Retail 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 Flat/Retail Unit.

18 Outgoings

18.1 From the Possession Date, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings and maintenance charges in respect of the and maintenance charges Tower/wing/phase/segment / Buildings/Tower (as may be applicable) including without limitation, the local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Tower/wing/phase/segment including Tower/wing/phase/segment /building(s)/Project (as may be applicable) ("**CAM Charges**") thereon from the "**CAM Start Date**" (as defined herein below).

18.2 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the date of offer of possession letter/Possession Intimation letter, regardless of whether the Allottee(s) takes such possession or not. Such date shall be referred to as "**CAM Start Date**".

18.3 The amounts mentioned as CAM Charges herein are provisional and based on estimates. The said amount is subject to revision.

18.4 The Allottee(s) shall be obliged to pay the CAM Charges from the CAM Start Date in advance on or before the 1st day of each _____ to the ultimate organization /federation or the Developer, as the case maybe.

- 18.5 The CAM Charges do not include charges for providing water from private sources and electricity supply through DG sets. The said charges towards provision of water from private sources and electricity through DG sets shall be collected proportionately from all the Allottee(s) over and above the CAM Charges.
- 18.6 The amounts mentioned as CAM Charges herein are provisional and based on estimates. The said amount is subject to revision every 12 months basis of inflation increases as per the market factors (currently estimated at 7.5% to 10% per annum). In case the increase is to be higher than this amount, the same will have to be mutually agreed between the purchaser/Developer and the FMC.
- 18.7 The Allottee(s) is aware and hereby confirms that no CAM Charges shall be payable on any unit by the Developer. For any plot, the CAM Charges shall commence only after the date of offer of possession of such unit. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Developer.
- 18.8 Until the conveyance of the structure of the building(s)/Project to the common organization, the Allottee(s) shall pay to the Developer such CAM Charges as may be determined by the Common Organization/Apex Body. It is further agreed that till the Allottee(s)'s share is so determined; they 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 balance amount of deposits shall be paid over by the Developer to the common organization.
- 18.9 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 Organisation / Apex Body or towards the out goings, CAM Charges and shall utilize the amounts only for the purposes for which they have been received.
- 18.10 In case the transaction being executed by this Agreement between the Developer and the Allottee(s)/s is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Allottee(s)/s /both, as the case may be, in accordance with the agreed terms of payment
- 18.11 All Maintenance Related Amounts are compulsorily payable by the Allottee/s in the future upon demand being raised by the Developer/ Common Organization, regardless of whether the Allottee/s uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause ___ shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Developer/ Common Organization till such time all due amounts are paid together with Interest for the period of delay in payment. The Allottee/s confirms that he/she/it shall pay interest on any delay in payment of Maintenance Related Amounts at the rate as may be specified by the Developer/ Common Organization/Apex Body. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the Common Organization and/or Federation and/or Apex Body only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.

19 Defect Liability Period

- 19.1 If within a period of five years from the date of intimation of possession of the said Flat/Retail Unit to the Allottee(s), the Allottee(s) brings to the notice of the Developer any structural defect in the said Flat/Retail Unit or the Towers in which the said Flat/Retail Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at their own cost 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.
- 19.2 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 be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s)/ the Common Organisation/ Apex Body/ Apex Bodies the maintenance agency, as the case may be. The Allottee(s) hereby agrees to such additional time/extension of time.
- 19.3 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 Project or failure of the Allottee(s) to maintain Flat/Retail Unit/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 Organisation/ Apex Body/ Apex Bodies fails to renew the annual maintenance contracts during the defect liability period.

- 19.4 It is further agreed between the Parties hereto that, the Project 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 Flat/Retail Unit and the Common Areas and Amenities, 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 Common Organisation/ Apex Body/ Apex Bodies.
- 19.5 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 including on account of any repairs / redecoration / any other work undertaken by the Allottee(s) and/or any other allottee/person in the Project. The Allottee(s) is/are aware and agree(s) and confirm(s) that the Flat/Retail Unit/unit along with the Common Area of 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 Project 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 Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove are not permissible and 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)/ Common Organisation/ Apex Body/ Apex Bodies shall have no claim(s) of whatsoever nature against the Developer in this regard. It is hereby clarified that the Allottee(s) shall not be entitled to carry out any changes within the Flat/Retail Unit without express written consent of the Developer and without sanction from the competent Government Authorities in accordance with the Relevant Laws. [Note: this addition only states what is impliedly provided in the Act viz. that the defect liability is not applicable in case such defect is caused by the Allottee(s)]
- 19.6 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 Flat/Retail Unit/unit/ Project, save and except for the defects mentioned in Clause ____, 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.

20 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 Flat/Retail 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.

21 Anti-Money Laundering

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 Flat/Retail 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 Flat/Retail 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 Flat/Retail 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 Flat/Retail 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 Flat/Retail 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 Flat/Retail 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.

22 **Default by Allottee(s)**

22.1 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, 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/or on the Allottee(s) committing three defaults of payment of instalments and/or the Allottee(s) failing to comply with any of his/her/their/its obligations, terms conditions as set out in this Agreement the Developer shall at its 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 ___ days of the termination, the instalments of sale consideration of the Flat/Retail Unit which may till then have been paid by the Allottee(s) to the Developer.

22.2 Non- Refundable Amounts shall mean and include: (a) Earnest Money and (b) Interest accrued on any overdue payments till the date of cancellation of this Agreement and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer’s policy and (e) all taxes (including without limitation , GST etc.) paid by the Developer to the Government Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered 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 or paid to Allottee(s) as a reimbursement of EMI paid to bank (i) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) (collectively referred to as the “**Non-Refundable Amounts**”).

22.3 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, including as an authorized constituted attorney of the Allottee(s) and they hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer’s right to forfeit and refund the balance to the Allottee(s) and the Developer’s right to sell/transfer the Flat/Retail Unit including but not limited to Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee(s) shall not have any right, title and/or interest in the Flat/Retail Unit and/or Parking Space(s) and/or the Project and/or the Project Land and the Allottee(s) waives

his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee(s) acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

22.4 The Allottee(s) further agrees and undertakes that on occurrence of such event of termination they 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.

22.5 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 Flat/Retail Unit and/or Parking Space(s) and/or the Project and/or the Project 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 Flat/Retail Unit at its sole discretion. 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.

23 Common Organisation Structure

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

(i) The Allottee(s) along with other allottee(s) of Flat/Retail Unit(s) in the Project shall join in forming and registering the society or Common Organisation or a limited company or condominium or combination of them in respect of each component/ segment/ Retail Component/ Residential Component comprised in the Project (“**Common Organization(s)**”), within a period of 3 (three) months of the majority (i.e. within three months of booking of 51% units in the project) of the allottees/ purchasers have booked their Flat/Retail 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 Common Organisation, 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) The Developer shall, at its discretion, be entitled to amalgamate the various Flat/Retail Unit Owners under the provisions of the Maharashtra Co-operative Societies Act, 1960 so as to form one single Society that shall own the Project Land. Such amalgamated Society shall be the apex body (“Apex Body”) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) (“Apex Bodies”) for each of residential and commercial zones, as the Developer may deem fit, who shall admit various Organizations as its members formed in respect of the various towers forming part of the Project for the purposes of effective maintenance and management of the entire Project including for Common Areas and common amenities/facilities of the Project Land (as the case may be) 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 ___ 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 Organisation/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee(s) hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the Common Organisation/Apex Body/Apex Bodies.

(iv) Make provisions for payment of outgoings/CAM to the Common Organisation & the Apex Body/Apex Bodies for the purposes of maintenance of component/ segment comprised in Project in which the Flat/Retail Unit is located and the entire Project.

23.2 Except Parking Space(s) allotted by the Developer in accordance to this Agreement, the Allottee(s) agree(s) and confirm(s) that all 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 Parking Space(s) allotted by the Developer, the Allottee(s) does not require any parking space/s including open parking space(s) and accordingly they waive 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 it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / Common Organisation / Apex Body, at any time and shall not challenge the same anytime in future. The Allottee(s) agree(s) and acknowledge(s) that Developer/the Common Organisation/Apex Body shall

deal with the parking space(s) in the manner Common Organisation / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the Common Organisation / Apex Body / the Relevant Laws.

- 23.3** The Allottee(s) hereby declares and confirms that except for the Parking Space(s) allotted by the Developer/ association/ Apex Body, the Allottee(s) does not require any parking space and accordingly the Allottee(s) waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space in the Phase. The Allottee(s) further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space done by Developer/association /Apex body at any time and shall not challenge the same anytime in future. The Allottee(s) agrees and acknowledges that Developer/association / Apex body shall deal with the parking space in the manner association / Apex body deems fit, subject to the terms of bye- laws and constitutional documents of the association / Apex body. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration. ~~The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.~~
- 23.4** The Developer shall, within three months of obtaining the Occupancy Certificate for the Project, coordinate with CIDCO to convey or lease the Project Land in favour of the Society, Association, or Limited Company for a period of 60 years (or such other period as may be determined by the concerned authority from time to time and accordance with the applicable procedure prescribed by concerned authority), as stipulated in Clause 10 of the Lease Agreements dated 29th May 2024, registered with the office of sub registrar of assurance under serial no. 12891/24 and 12894/24 and/or cause to convey or lease to the Society, Association, or Limited Company includes all its right, title, and interest in the said Towers in which the said Flat/Retail Unit is situated, in accordance with the applicable procedure prescribed by authority, (save and except the basement (if any) and the podium(s) of the said Towers).
- 23.4** The Developer shall within three months of registration of the federation/apex body of the Societies or Limited Company, aforesaid cause to be transferred to the federation/apex body of all the rights, title and interest of the Owner and Developer in the Project Land on which the Towers are constructed from receipt of completion certificate of layout.
- 23.5** The Allottee(s) hereby agree(s) and confirm(s) that till conveyance of the Towers and underlying Land to the association or apex body (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.
- 23.6** 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 Common Organisation / Apex Body / Apex Bodies drafted/adopted by the Developer for the Common Organisation/society, necessary for the formation and registration of the Common Organisation / 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 Organisation / Apex Body / Apex Bodies for the Common Organisation. 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 Allottee(s) of Flat/Retail Unit(s)/premises/units in component/ segment comprised in Project. The Allottee(s) shall be bound by the rules, regulations and bye-laws/memorandum and articles of Common Organisation / Apex Body / Apex Bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee(s), if any changes or modifications are made in the draft bye-law of the Common Organisation / Apex Body / Apex Bodies 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.
- 23.7** The Developer and/or Owner may become a member of the Common Organisation / Apex Body / Apex Bodies to the extent of all unsold and/or un-allotted apartment(s)/Flat/Retail Unit(s)/premises/units, areas and spaces in the component/ segment comprised in Project.
- 23.8** 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 Organisation/all Allottee(s) of apartments/Flat/Retail Units/premises/units in the towers in the same proportion as the total area of the apartments/Flat/Retail Units/premises/units bears to the total area of all the apartment(s)/Flat/Retail Unit(s)/premises/units in the said Project.

24. Facility Management Company

24.1 By executing this Agreement, the Allottee(s) agree/s and consent/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“Facility Management Company”) to manage, upkeep and maintain the Project, Building together with other buildings and the Project Land / Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities. The Allottee(s) and/or society and/or Common Organisation and/or federation and/or apex body hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Allottee(s)/s ’s proportionate share of the outgoings as provided under Clause 16 herein). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Allottee(s) / Common Organisation / 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 Organisation / society / Apex Body / Apex Bodies. The Allottee(s) hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company (“FM Agreement”). It is hereby clarified that the Allottee(s) agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the society/ Common Organisation / apex body/, as the case may be, the Developer will novate the FM Agreement in favor of the society / Common Organisation / apex body/, as the case may be. Post expiry of the tenure of the FM Agreement, the society / Common Organisation / apex body/, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the Allottee(s) of the units in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) / Common Organisation / 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, upkeep, management and control of the Project, building(s) and/or common areas, amenities and facilities thereto.

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

24.3 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 may be required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Project, common amenities and common facilities and use of the Flat/Retail Unit / car parking areas by the Allottee(s) for ensuring safety and safeguarding the interest of the Allottee(s) of apartment(s)/Flat/Retail Unit(s)/premises/units in the Project 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/or other Allottee(s) of apartment(s)/Flat/Retail Unit(s)/premises/units of the Project.

25. Fit out Manual

25.1 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 Organisation / Apex Body / Apex Bodies (“**Fit-Out Manual**”) and without causing any disturbance, to the other Allottee(s) of apartment(s)/Flat/Retail Unit(s)/premises/units in the Project. The Fit-Out Manual will be shared at the time of handing over possession of the Flat/Retail Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat/Retail Unit or the Building, the Developer shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Flat/Retail Unit and/or tower to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee(s) does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat/Retail Unit or the building/towers (on behalf of the Allottee(s)) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Flat/Retail 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 Flat/Retail Unit or the Building(s)/Wing(s) 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 Flat/Retail Unit or the Building(s)/Wing(s).

25.2 Upon the possession of the Flat/Retail Unit being delivered to the Allottee(s), they shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Flat/Retail Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or

damage to the tower/building or if necessary any part of the Flat/Retail Unit provided the Flat/Retail 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 Flat/Retail Unit as aforesaid. If the Flat/Retail Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Tower/Building and/or Allottee(s) therein, their consent(s) to the Developer to break open the lock on the main door/entrance of the Flat/Retail 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 Flat/Retail Unit.

26 Representations and Warranties of the Developer

26.1 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 development rights with respect to the Project Land; as set out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has possession of the Project Land for the implementation of the Project, as per the terms of the Development Agreement mentioned in Recital;
- (ii) The Developer has lawful rights and requisite approvals from the competent Government Authorities to carry out development of the Project Land and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Flat/Retail Unit or Project Land or the Project except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report and the RERA website;
- (v) All approvals, licenses and permits issued by the competent Government Authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, building/wing and common areas;
- (vi) The Developer 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 Project Land, including the Project and the Flat/Retail 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 Flat/Retail Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed/ assignment deed of the structure to the Common Organisation of Allottee(s), the Developer/ Owner (as the case may be) shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Common Organisation / Apex Body/ Apex Bodies;
- (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 said Project to the competent authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

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

27.1 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 Project Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users of Flat/Retail Unit(s)/premises/units in the Project being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every tower/building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of Flat/Retail Unit(s)/premises/units in tower/building constructed on the Project Land till such time the Project Land is handed over to the Common Organisation/society/condominium/limited company/Apex Body/Apex Bodies.

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

28. Brand Name & Project Name

28.1 It is agreed by the Allottee(s) that the name of the Project or of the individual towers may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.

28.2 It is further agreed by the Allottee(s) that the Common Organisation 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 Project Land and the Building. However, it shall be the sole discretion of GPL to associate its name / Brand name with the Common Organisation / Apex Body / Apex Bodies (which would be formed gradually), on such terms and conditions as may deem fit by GPL. It is further agreed that the Common Organisation 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 Organisation / Apex Body / Apex Bodies of the Flat/Retail Unit Allottee(s) shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

29. Representations by Third Parties

The Allottee(s) acknowledge(s), agree(s) and undertake(s) that they 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 them nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

30. Transfer

Only after handover of possession of the Flat/Retail Unit, the Allottee(s) may transfer his rights, title and interest in the Flat/Retail Unit under this Agreement to any third person / entity after obtaining prior written consent 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, 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 Rs. _____ /- (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Flat/Retail Unit to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

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

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

- (i) To maintain the Flat/Retail Unit at the Allottee(s)'s own cost in good and tenantable repair and condition from the date of possession of the Flat/Retail Unit is taken and shall not do or suffer to be done anything in or to the tower/building in which the Flat/Retail Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the tower/building in which the Flat/Retail Unit is situated and the Flat/Retail Unit itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat/Retail Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the tower/building in which the Flat/Retail 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 tower/building in which the Flat/Retail Unit is situated, including entrances of the tower/building in which the Flat/Retail Unit is situated and in case any damage is caused to the tower/building in which the Flat/Retail Unit is situated or the Flat/Retail Unit on account of negligence or default of the Allottee(s) in this behalf, they shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the Flat/Retail Unit and maintain the Flat/Retail 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 tower/building in which the Flat/Retail Unit is situated or the Flat/Retail 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, they 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 Flat/Retail 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 Flat/Retail Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the tower/building in which the Flat/Retail Unit is situated nor shall demand partition of the Allottee(s)' interest in the Flat/Retail Unit and shall keep the portion, sewers, drains and pipes in the Flat/Retail 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 tower/building in which the Flat/Retail Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Flat/Retail Unit without the prior written permission of the Developer and/or the society or the limited company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the tower/building in which the Flat/Retail 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 Flat/Retail Unit in the compound or any portion of the Project Land and the tower/building in which the Flat/Retail Unit is situated.
- (vii) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the building/Wing in the jurisdiction of NMMC.
- (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 tower/building in which the Flat/Retail 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 Flat/Retail 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 Allottee(s) of Flat/Retail Unit(s)/premises/units in the tower/building or other occupants or users of the building, or visitors to the building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat/Retail 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 Flat/Retail Unit/s in the building, without the prior written permission of the Developer/Common Organisation/concerned Government Authorities;
- (xiii) After possession of the Flat/Retail Unit is handed over the Allottee(s), they may insure the Flat/Retail 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 Flat/Retail Unit until all the dues payable by them 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 society or the limited company or Apex Body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said tower/building and the Flat/Retail 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 society/limited company/Apex Body/federation regarding the occupancy and use of the Flat/Retail Unit in the Tower/building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) Till a conveyance of the Project Land on which the tower/building in which Flat/Retail 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 Project Land or any part thereof to view and examine the state and condition thereof.
- (xviii) Usage of Flat/Retail Unit Areas & Parking Spaces by Allottee(s)/s :
The Allottee(s) agree(s) to use the Flat/Retail 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 parking space only for the purpose of keeping or parking car shall observe, perform and abide by or otherwise comply with all rules, regulations and bye-laws being in force as well as those framed by the Developer and/or the Common Organisation(s) / Apex Body/ Apex Bodies.
- (xix) The Allottee(s) hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Flat/Retail Unit / mock Flat/Retail 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 Flat/Retail Unit in the Project Land and also acknowledges that the Allottee(s) has/have seen all the sanctioned Layout Plans and the time schedule of completion of the Project.
- (xx) The Allottee(s) undertakes that they has/have taken the decision to purchase the Flat/Retail Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the 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.
- (xxi) 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 Flat/Retail Unit or refund of the monies paid by the them 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.
- (xxii) 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 Flat/Retail Unit and/or Parking Space(s) by concerned authorities due to non-payment by the Allottee(s) or any other Flat/Retail Unit

Allottee(s)/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

(xxiii) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause _____ of this Agreement or as and when demanded by the Developer.

(xxiv) The Allottee/s / Common Organisation / Apex Body / Apex bodies (as the case may be) shall maintain the documents/plans handed over by the Developer to the Allottee/s, Common Organisation / Apex Body / Apex bodies (as the case may be) and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O through authorized agencies of NMMC. The Allottee/s / Common Organisation / Apex Body / Apex bodies (as the case may be) shall carry out necessary repair/structural audit/fire at regular intervals. The following documents shall be handed over to the Common Organisation/ Apex Body within prescribed timelines under applicable law, after the receipt of occupation certificate from NMMC (i) ownership documents (if any available); (ii) Structural Stability Certificate from Licensed Structural Engineer; (iii) Supervision certificate issued by the Licensed Site Supervisor; (iv) building Completion Certificate issued by Licensed Surveyor/ Architect; (v) NOC and completion certificate issued by the C.F.O.; and (vi) Fire safety audit carried out as per the requirement of C.F.O.

32. Rights of the Developer

32.1 Hoarding rights

The Allottee(s) hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Common Organisation / Apex Body / Apex Bodies 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 Organisation / Apex Body / Apex Bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

32.2 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/ Flat/Retail Units in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/Flat/Retail Units.

32.3 Unsold Flat/Retail Unit

(i) All unsold and/or unallotted Flat/Retail Unit(s)/premises/units, areas and spaces in the Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Project shall always belong to and remain the property of the Developer and/ or Owner (as the case may be) at all times and the Developer and/ or Owner (as the case may be) shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/Flat/Retail Unit(s)/premises/units and shall be entitled to enter upon the Project Land and the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

(ii) The Developer shall without any reference to the Allottee(s), Common Organisation / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/Flat/Retail Unit(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the Allottee(s) of different Flat/Retail Unit(s)/premises/units 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 Organisation / Apex Body / Apex Bodies. The Allottee(s) and / or the Common Organisation / Apex Body / Apex Bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer and/ or owner 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 Organisation / Apex Body / Apex Bodies.

32.4 Basement/Podiums

The Allottee(s) hereby consents 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 Land to the extent permissible under the Relevant Laws.

32.5 Assignment

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

32.6 Mortgage & Security

The Developer if it so desires shall be entitled to create security on the its rights and entitlement with respect to the Project by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat/Retail Unit allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, save and except the Flat/Retail 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 Project Land (or any part thereof) and building/s constructed thereon in favour of the Common Organisation / Apex Body / Apex Bodies in accordance with Clause 21 above.

33. Appointment of vendors for internet and cable facility.

The Developer has informed the Allottee(s) and the Allottee(s) is/are aware & agree that in order to provide a common and better quality service the Developer shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Tower/building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Allottee(s) and /or other occupants of apartment(s)/Flat/Retail Unit(s)/premises/units in the Tower/building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Allottee(s) and/or occupants of apartment(s)/Flat/Retail Unit(s)/premises/units in the Tower/building and/or the Common Organisation / Apex Body / Apex Bodies shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

34. Right of Allottee(s) to the Flat/Retail Unit and Common Areas

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Flat/Retail Unit or of the said Project Land and Tower/building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Flat/Retail 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 tower/building is transferred to the society/limited company or other body and until the Project Land is transferred to the Apex Body /federation as hereinbefore mentioned.

35. 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 them 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.~~

36. Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The 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.

37. 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 Flat/Retail Unit, in case of a transfer, as the said obligations go along with the Flat/Retail Unit for all intents and purposes.

38. Severability

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

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

39. Right to Amend

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

40. 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.

41. 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 Project, the same shall be in proportion to the Carpet Area of the Flat/Retail Unit to the carpet area of all the apartment(s)/Flat/Retail Unit(s) in the Project.

42. 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.

43. Place of execution

The execution of this Agreement shall be complete only upon its execution by the Allottee(s) and the 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 Navi Mumbai.

44. 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.

45. Notices

Any notice, demand or other communication including but not limited to the Allottee(s)/s '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 Allottee(s)/s :

Name : Mr/Ms _____.
Address : _____
Notified E-mail ID : _____

To the Developer:

Name : **Godrej Properties Limited**
Address : Godrej One, 5th Floor,
Pirojshanagar, Eastern Express Highway,
Vikhroli (East), Mumbai- 400 079
Notified E-mail ID : notice.mmr@godrejproperties.com

- 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 them.
- In the case of joint Allottee(s) for the Flat/Retail 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).

- The Allottee(s) is aware that the Developer shall be using email as an important mode/purpose of communication, (and same shall be used for sending the demand letters for the payments) in connection with/in relation to the Project. The Allottee(s) hereby accords his unconditional consent/ no objection to such communication (written, email, SMS or otherwise) by the Developer and/or its representatives with the Allottee(s) and undertakes to access such email address regularly. The Allottee(s) confirms that the communication sent by the Developer through email shall constitute a valid mode of communication and the Allottee(s) waives his right to raise any objection whatsoever in that regard. The Allottee(s) further confirms and acknowledges that the communication sent by the Developer through email/electronically generated would not require and shall not bear any signature thereon.

46. Satisfied with the Owner's and 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 Project Land/ Layout Land 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/ Owner and their 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).

47. 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).

48. Stamp duty and Registration charges

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

49. Dispute Resolution

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same 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.

50. 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 Mumbai 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 Layout Land)

All that piece and parcel of land admeasuring 6,616.61 square meters or thereabouts, bearing Plot no 8 & 9 situated at Sector 19, Sanpada, Navi Mumbai, Thane, Maharashtra 400705

Bounded as follows: -

Towards North	:	22.0m wide road
Towards East	:	Plot No 6 + 7
Towards South	:	35.0m MSEB Power Corridor
Towards West	:	Plot No 10

SECOND SCHEDULE
(Description of Project Land)

All that piece and parcel of land admeasuring 6,126.25 square meters or thereabouts, bearing Plot no 8 & 9 situated at Sector 19, Sanpada, Navi Mumbai, Thane, Maharashtra 400705

Bounded as follows: -

Towards North : 22.0m wide road
Towards East : Plot No 6 + 7
Towards South : 35.0m MSEB Power Corridor
Towards West : Plot No 10

Fourth Schedule
(Description of Flat/Retail Unit)

Flat/Retail Unit No. ___ on ___ floor in ___, admeasuring ___ square meters of Carpet Area and Exclusive Areas of the Flat/Retail Unit admeasuring ___ square meters aggregating to ___ square meters (“**Total Area**”) along with 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 or an open car parking space without consideration bearing no. ___ admeasuring ___ sq.ft having ___ ft. length x ___ ft. breadth (“**Parking Space(s)**”)

ANNEXURE - ___
LIST OF AMENITIES

A) Description of the common areas provided					
	Type of Common Areas Provided	Proposed Date of occupancy Certificate	Proposed Date of handover for use	Size / Area of the common areas provided (sq.mt.) for Residential users.	Size / Area of the common areas provided (sq.mt) for Retail users.
1	Stilt level of Sale Building (Wings A and B)	31.12.2032	31.12.2032	382.65 sq.mt. (lift lobby, lift shafts, staircases of both the wings and entrance lobby). Lift lobby is for both residential and retail use.	382.65 sq.mt. (lift lobby, lift shafts, staircases of both the wings and entrance lobby). Lift lobby is for both residential and retail use.
2	All typical and a-typical floor staircases, lifts & lobby within towers/wings			Approx. 7114 sq.mt. staircase, lift shafts and lift lobby from podium 1 to 37 th floor)	Approx 970 sq.mt. staircase, lift shafts and lift lobby from Podium 1 to Podium 5)
3	Parking podium top (6 th Podium E-deck)			E-deck 1127.747 sq.mt. (BUA as per sanctioned plan)	N/A
4	Internal Driveways			6 Meters Driveway & 6 Meters wide Ramp	6 Meters Driveway & 6 Meters wide Ramp

5	RG on Mother Earth			Approx. 686.838 sq.mt.	Approx. 686.838 sq.mt.
6	All parking levels			Approx. 5806.95 sq.mt (parking area only)	Approx 288.85 sq.mt. at Ground and podium levels (parking area only)
7	Terrace of Sale Building (A and B wing)			Approx. 838.82 sq.mt.	N/A
8	All services like Receiving station, OHT/LMR, Meter Room, Society Office, ELV Room, BMS Room, STP, Substation, OWC, DG set, etc.			Approx. 759 sq.mt. (services like UGT, meter room, OWC common for residential and retail)	Approx. 759 sq.mt. (services like UGT, meter room, OWC common for residential and retail)

B) Facilities / amenities provided / to be provided within the building including the common area of the building: For All Residential Users							
	Types of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed Date of handling over to the Society /	Size/ Area of the facilities / Amenities (sq.mt)	FSI utilized or free of FSI	
1	IN FITNESS CENTER						
	Club Lounge						
	Gym / Fitness Center						
	Indoor Games Room						
	Mini Theatre						
	Multipurpose hall						
	Steam room / Changing rooms	Phase 01	31.12.2032	31.12.2032	Approx. 743.989 sq.mt	Counted in FSI (Jacuzzi and water lounge not counted in FSI)	
	Spa area				FSI: 688.199 sq.mt.		
	Library				Free of FSI: 55.79 sq.mt.		
	Business lounge						
	Hobby room						
	Jacuzzi						
	Water lounge						
2	ROOF TOP						
	Rooftop Meditation zone						
	Rooftop star gazing deck						
	Space for Rooftop BBQ Counter	Phase 01	31.12.2032	31.12.2032	Approx. 838.82 sq.mt.	Free of FSI	
	Space for Rooftop Juice counter						
	Rooftop Lounge						
	Coworking space						
	Rooftop party deck						
3	Podium amenities (open to sky)						
	Kids' play area						
	Yoga garden						
	Party lawn						
	Multipurpose lawn						
	Half Olympic length Swimming pool	Phase 01	31.12.2032	31.12.2032	Approx. 758.957 sq.mt.	Free of FSI	
	Kids' pool						
	Pool side sunken seating						
	Reflexology Garden						

C) Facilities / amenities provided / to be provided within the Layout and /or common area of the Layout : For All Residential & Retail Users						
	Types of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed Date of handling over to the Society /	Size/ Area of the facilities / Amenities	FSI utilized or free of FSI
1	Internal Driveways	Phase 01	31.12.2032	31.12.2032	6 Meters Driveway & 6 Meters wide Ramp	Free of FSI

D) The size and location of the facilities / amenities in form of open spaces (RG / PG etc) provided / to be provided within the plot and / or within the layout : For All Residential & Retail Users					
	Types of Open Spaces (RG/ PG)	Phase name / number	Size open spaces to be provided (area in sq.mt)	Proposed Date of Availability for use	Proposed Date of handing over to the common
1	Ground RG (Multipurpose court, Box cricket, Pet Park, Gazebo, Seating, pathways and plantations.)	Phase 01	Approx. 686.838 sq.mt.	31.12.2032	31.12.2032

E) Details and Specifications of the lifts- Per Residential Tower (I & II)				
Sr No.	Type of Lift (passenger/ service/ stretcher/ goods/ fire evacuation/ any other	Total No. of Lifts provided per Residential Tower	Number of Passengers or carrying capacity in weight (kg)	Speed (meter/sec)
1	Passenger Lift	2	15 pax	3 mps
2	Stretcher Lift	1	15 pax	3 mps
3	Fire Lift	1	8 pax	2.5 mps

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

SIGNED AND DELIVERED by the)
withinnamed "_____",)

through their duly constituted attorney)
_____)
through its Authorized Signatory)

In the presence of :)
1. _____)
2. _____)

SIGNED AND DELIVERED by the)
withinnamed **Developer**,)
"_____",)
through its Authorized Signatory)

In the presence of:)
1. _____)
2. _____)

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

Mr./Mrs. -)

Mr./Mrs. -)

Mr./Mrs. -)

In the presence of :)
1. _____)
2. _____)

)

Housiey.com

RECEIPT

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

We say received.

For _____

Authorized Signatory

Signatory/representative vide Board/Partner's)
Resolution dated _____)

Please affix
photograph and sign
across the photograph

Please affix
photograph and sign
across the photograph

In the presence of :

1. _____)

2. _____)

Housiey.com