

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

**ALLOTMENT LETTER**

Dated:

To,

[•]

Dear Sir/Madam,

**Re: Allotment of apartment/flat/unit no. [•] on the [•] floor, in the building named as [•], Wing [•] ("Apartment/Flat"), in the on-going project "Godrej Emerald" ("Project").**

We refer to your Application Form dated [•] ("Application Form") and are pleased to inform you that we have allotted you the Apartment/Flat subject to the following terms and conditions:

- (i) All definitions, terms and conditions set out in your Application Form, including Payment Schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you. For ease of reference, Annexures B to F of the Application Form are reaffirmed and annexed hereto as Annexure **I, II, III, IV** and **V** to this Allotment Letter.
- (ii) The Sale Consideration payable for the Apartment/Flat is Rs. [•]/- (Rupees [•] only) as set out in the Application Form.
- (iii) We acknowledge the receipt of the \_\_\_\_ % being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the Payment Schedule as annexed herein, time being the essence of this transaction.
- (iv) Please note that this allotment of the Apartment/Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within [•] ([•]) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the Apartment/Flat on the terms and conditions as specified in this Allotment Letter.
- (v) Please note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within \_\_\_\_ (\_\_\_\_) days from the date hereof, failing which, we at our sole discretion reserve our right to cancel this Allotment Letter and/or Application Form and forfeit the amounts as per the terms mentioned in the Application Form..
- (vi) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment/Flat in your favor. A draft of Agreement for Sale has been uploaded on [•] for your reference.

Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,

Yours sincerely,

FOR GODREJ GREENVIEW HOUSING PRIVATE LIMITED

Authorized signatory

Enclosed herein Annexures I to V

**ANNEXURE I**  
**Price Sheet**

**ANNEXURE II**  
**Payment Schedule**

**ANNEXURE III**  
**Details of Apartment/Flat, Covered Car Park Space(s) and Common Areas and Facilities**

|   |                    |  |
|---|--------------------|--|
| A | Apartment/Flat No. |  |
|---|--------------------|--|

|   |                            |                               |
|---|----------------------------|-------------------------------|
| B | Floor                      |                               |
| C | Tower / Building / Wing    |                               |
| D | Area (in square meters)    | Carpet Area*                  |
|   |                            | Exclusive Areas**             |
|   |                            | <b>Total Area<sup>#</sup></b> |
| C | Covered Car Park Space(s): |                               |
| D | Common Areas               | As per <b>Annexure IV.</b>    |
| E | Facilities                 | As per <b>Annexure V</b>      |

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

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

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

**ANNEXURE IV  
Common Areas**

**ANNEXURE V**

**FACILITIES**

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

**APPLICATION FORM**

Sales order No.: \_\_\_\_\_

Customer ID: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
Godrej Greenview Housing Private Limited

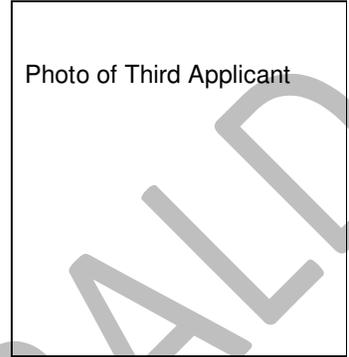
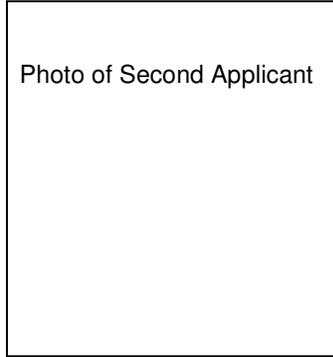
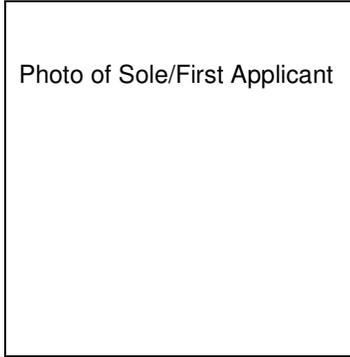
5<sup>th</sup> floor, Godrej One,

Pirojshanagar,

Eastern Expressway,

Vikhroli (East),

Mumbai 400079



Dear Sir/Madam,

I/We request that I/we may be allotted a residential flat / apartment / commercial unit in the on-going project (hereinafter referred to as the "**Project**"), details whereof are as under:-

|                     |                       |
|---------------------|-----------------------|
| <b>Project Name</b> | <b>GODREJ EMERALD</b> |
|---------------------|-----------------------|

|  |  |                       |   |
|--|--|-----------------------|---|
| <b>Land Details &amp; Status</b>   | FSI of 78,033.68 sq. mtrs. to be utilized on non-agricultural land admeasuring in aggregate 25,154.78 sq.mtrs. bearing Survey Nos: |                       |   |
|  | <b>Old Survey No.</b>  | <b>New Survey No.</b> | <b>Survey Nos. renumbered upon surrender of reserved portion under D.P to TMC</b> |
|  | 195/1 (p)  | 91/1/1 (p)            | 91/1/1A   |
|  | 195/2 (p)  | 91/2 (p)              | 91/2A   |
|  | 217/30/1 (p)   | 109/30/1 (p)          | 109/30/1/B (p)  |
|  | 217/30/4 (p)   | 109/30/4 (p)          | 109/30/4/A  |
|  | 217/33   | 109/33                | 109/33  |
|  | 217/34   | 109/34                | 109/34  |
|  | 219/2 (p)  | 102/2 (p)             | 102/2B and 102/2C   |
|  | 219/3 (p)  | 102/3 (p)             | 102/3B (p)  |
|  | 220/4 (p)  | 103/4 (p)             | 103/4 (p)   |
|  | 220/5B (p)   | 103/5B (p)            | 103/5/B/2   |
|  | 220/3 (p)  | 103/3 (p)             | 103/3A (p)  |
|  | 219/1  | 102/1                 | 102/1   |
| situated at Village Bhayenderpada, Tal. and Dist. Thane ( <b>Project Land</b> ) forming part of the larger property. |  |                       |   |
| <b>Building / Wing No.</b>   |  |                       |   |
| <b>Location of Building / Wing</b>   | As shown shaded in pink in the Plan attached as <b>Annexure B</b> hereto.  |                       |   |
| <b>RERA Registration No.</b>   |  |                       |   |
| <b>RERA Web ID / Link</b>  |  |                       |   |

1. NAME OF THE SOLE / FIRST APPLICANT (“**APPLICANT(s)**”)

Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter

of: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Anniversary Date: \_\_\_\_\_

Nationality: \_\_\_\_\_

PAN: \_\_\_\_\_

(Mandatory. If you have not applied, please do apply and furnish us the PAN application details.)

Occupation:

|                 |                    |           |
|-----------------|--------------------|-----------|
| Private Service | Government Service | Business  |
| Student         | Professional       | Homemaker |

Any other: \_\_\_\_\_

Designation: \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/Others:

\_\_\_\_\_ (please specify)

Permanent Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Correspondence Address (if different from Permanent Address):

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Contact Nos.:

Office: \_\_\_\_\_ Residence: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Passport No. (For Non-Resident/Foreign National of Indian Origin): \_\_\_\_\_

Power of Attorney Holder's name (if required):

\_\_\_\_\_

P.O.A./G.P.A. Holder's address (if required)

\_\_\_\_\_

**2. NAME OF THE SECOND APPLICANT ("APPLICANT(s)")**

Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter

of: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Anniversary Date: \_\_\_\_\_

Nationality: \_\_\_\_\_

PAN: \_\_\_\_\_

(Mandatory. If you have not applied, please do apply and furnish us the PAN application details.)

Occupation:

|                 |                    |           |
|-----------------|--------------------|-----------|
| Private Service | Government Service | Business  |
| Student         | Professional       | Homemaker |

Any other: \_\_\_\_\_

Designation: \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/Others:

\_\_\_\_\_ (please specify)

Permanent Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Correspondence Address (if different from Permanent Address):

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Contact Nos.:

Office: \_\_\_\_\_ Residence: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Passport No. (For Non-Resident/Foreign National of Indian Origin): \_\_\_\_\_

Power of Attorney Holder's name (if required):

\_\_\_\_\_

P.O.A./G.P.A. Holder's address (if required)

\_\_\_\_\_

**3. NAME OF THE THIRD APPLICANT ("APPLICANT(s)")**

Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter

of: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Anniversary Date: \_\_\_\_\_

Nationality: \_\_\_\_\_

PAN: \_\_\_\_\_

(Mandatory. If you have not applied, please do apply and furnish us the PAN application details.)

Occupation:

|                 |                    |           |
|-----------------|--------------------|-----------|
| Private Service | Government Service | Business  |
| Student         | Professional       | Homemaker |

Any other: \_\_\_\_\_

Designation: \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/Others:

\_\_\_\_\_ (please specify)

Permanent Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Correspondence Address (if different from Permanent Address):

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin code \_\_\_\_\_

Contact Nos.:

Office: \_\_\_\_\_ Residence: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Passport No. (For Non-Resident/Foreign National of Indian Origin)

Power of Attorney Holder's name (if required):

P.O.A./G.P.A. Holder's address (if required)

**(In case Applicant(s) is a Company/ LLP)**

Name of Company/ LLP: \_\_\_\_\_

Authorized Rep. Name: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

PAN: \_\_\_\_\_

(Mandatory. If you have not applied, please do apply and furnish us the PAN application details.)

Registered Address: \_\_\_\_\_

Correspondence Address (if different from registered address):  
\_\_\_\_\_

Contact Nos.:

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**(In case Applicant(s) is a Partnership Firm/HUF Firm/ Trust/ Society)**

Name of Firm/Trust/Society: \_\_\_\_\_

Authorized Partner/Karta/Signatory: \_\_\_\_\_

Date of Formation: \_\_\_\_\_

PAN: \_\_\_\_\_

(Mandatory. If you have not applied, please do apply and furnish us the PAN application details.)

Office Address: \_\_\_\_\_

Correspondence Address (if different from office address):  
\_\_\_\_\_

Contact Nos.:

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**Note for all the Applicant(s):**

- 1) Photocopies of PAN Card/OCI/PIO and Passport/Voter Card/ Aadhar Card to be submitted along with this Application Form.
- 2) If Applicant(s) is/are company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement.
- 3) Please affix the official stamp of the respective Company/LLP/Trust/Partnership/HUF/Society as may be applicable.

## 4. DETAILS OF APARTMENT/FLAT ("Apartment/Flat") AND COVERED CAR PARK SPACE(S):

|   |  |  |  |
|---|--|--|--|
| 1 | <b>Apartment/Flat Details</b>  |  |  |
| A | Apartment/Flat No.   |  |  |
| B | Floor  |  |  |
| C | Tower / Building / Wing  |  |  |
| D | Area (in square meters)  | Carpet Area*                           |  |
|   |  | Exclusive Areas**                      |  |
|   |  | <b>Total Area#</b>                     |  |
| C | Covered Car Park Space(s):   |  |  |
| D | Specification(s) of Apartment/ Flat  | As per <b>Annexure C.</b>              |  |
| E | Common Areas   | As per <b>Annexure D.</b>              |  |
| F | Facilities   | As per <b>Annexure E</b>               |  |
| 2 | <b>Sale Consideration</b>  |  |  |
| A | Apartment/ Flat Carpet Area  | Rs. _____/-                            |  |
| B | Exclusive Areas  | Rs. _____/-                            |  |
| C | Covered Car Parking Space(s)   | Rs. _____/-                            |  |
| D | Proportionate Common Area Charges including Club house development Charges calculated on carpet area | Rs. _____/-                            |  |
| E | Facilities   | Rs. _____/-                            |  |
|   | <b>Total</b>   | <b>Rs. _____/- (Rupees _____ Only)</b> |  |
| F | Payment Schedule   | As per <b>Annexure F.</b>              |  |
| 3 | <b>Estimated Other Charges</b>   | As per <b>Annexure F.</b>              |  |

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

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

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

## 5. FINANCE FROM BANK / FINANCIAL INSTITUTION:

YES

NO

If yes, Preferred Financial Institution: \_\_\_\_\_

6. MODE OF PAYMENT:

(a) Cheque /Draft / P.O.

(b) Electronic Money Transfer

7. ADDITIONAL INFORMATION FOR NRI / FOREIGN NATIONAL OF INDAIN ORIGIN:

(a) Name of Bank \_\_\_\_\_

NRE/NRO/FCNR Account No. \_\_\_\_\_

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

(i) Beneficiary's Name : \_\_\_\_\_ Account

(ii) Beneficiary's Account No. : \_\_\_\_\_

(iii) Bank Name : \_\_\_\_\_ Bank

(iv) Branch Name : \_\_\_\_\_

(v) Bank Address : \_\_\_\_\_

(vi) Swift Code : \_\_\_\_\_

(vii) IFSC Code : \_\_\_\_\_

8. How did you hear about us?

|  |  |                          |  |
|--|--|--------------------------|--|
| Newspaper  | Hoarding   | Television Advertisement | Internet Advertisement                           |
| Internet Portals                                 | Corporate offer ( <i>please specify</i> )                            | Emailer                  | Broker/Channel Partner ( <i>please specify</i> ) |
| Referred by Bank / HFI ( <i>please specify</i> ) | Godrej Properties Website / GPL Facebook page / GPL iPad application | Other: _____             |  |

9. Purpose of Purchase: (a) Investment

(b) Self-Use

10. Mode of Booking: Direct or Channel Partner

Name and Signature of Developer's sales representative:

\_\_\_\_\_

Name and Stamp of Channel Partner (if applicable):

\_\_\_\_\_  
(RERA Registration No. \_\_\_\_\_, Valid upto \_\_\_\_\_)

\_\_\_\_\_  
Name and Signature of the sales representative of the Channel Partner along with the contact number

- \_\_\_\_\_  
11. I/We acknowledge, agree and undertake that I/we 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 me/us nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
12. All the above information provided by me/us is/are true and nothing has been concealed or suppressed.
13. I/We undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.
14. I/We have fully read and understood the Terms and Conditions attached hereto as **Annexure A** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein.
15. I/We have sought detailed explanations and clarifications and after giving careful consideration to all facts, Terms and Conditions, I/We have signed this Application Form and remitted the amount payable thereof fully conscious of my/our rights, liabilities and obligations.
16. I/We hereby understand that my/our 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. I/We further agree and understand that if the subvention plan is availed by me/us, I/we shall liable to pay any amounts not covered by the bank funding.
17. In addition to the sale consideration, estimated other charges, I/we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:
- (a) All taxes, levies, duties, cesses, charges (whether applicable/payable now or become applicable/payable in future) including but not limited to service tax and/or value added tax (VAT) and/or TDS and/or goods and services tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("**Statutory Charges**") in respect of the Apartment/Flat and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me/us.
  - (b) All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Apartment/Flat including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale as per the provisions of applicable laws, prevailing at the relevant time and the rules made thereunder, as may be applicable at the relevant time shall be borne and paid by the Applicant(s) as and when demanded by the Applicant(s).

18. I/We confirm that I/we are submitting this Application Form for allotment of Apartment/ Flat in the Project after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I/We are aware and confirm that the advertisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) and I/we are not relying on the same for our decision to purchase the Apartment/ Flat. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I/We acknowledge that I/we have not relied upon the interiors depicted / illustrated in the sample flat and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same.
19. I/We understand and acknowledge that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or service or cannot be construed as same and I/we have not relied on the same for my/our decision to acquire Apartment / Flat in the Project. I/We further acknowledge that I/we have seen all the sanctioned layout plans and time schedule of completion of the Project.
20. I/We have taken the decision to purchase the Apartment/Flat in the Project out of our own free will, based solely upon the information provided along with the document enclosed, after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein.
21. Save and except the information / disclosure contained herein I/we confirm and undertake to not to any make any claim against the Developer or seek cancellation of this Application Form / Allotment Letter/ Agreement for Sale or refund of the monies paid by us by reason of anything contained in other information / disclosure not forming part of this Application Form / Allotment Letter/ Agreement for Sale including but not limited to publicity material / advertisement published in any form or in any channel.
22. I/We hereby enclose a Cheque/Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of “ \_\_\_\_\_ ” drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as and by way of booking amount being \_\_\_\_\_ % of the sale consideration and part of Earnest Money payable by me/us.

Signature(s)

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

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

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

**ANNEXURE A**  
**TERMS & CONDITIONS**

The Applicant(s) agree(s), acknowledge(s), confirm(s) and covenant(s) that:

- (a) The Developer has registered the Project with the Maharashtra Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Maharashtra Real Estate Registration Rules and the Authority has granted Registration on \_\_\_\_ vide order bearing no. \_\_\_\_\_.
- (b) The Applicant(s) has/have fully understood the development scheme as envisaged by the Developer.
- (c) This Application Form is only a request of the Applicant(s) for the allotment of the Apartment/Flat and does not create any right or interest, whatsoever or howsoever in the Applicant(s) and is subject to compliance and performance of all terms, conditions and obligations of payments and other requisites as mentioned herein and/or allotment letter (as defined below) and/or the agreement for sale (as defined below) and / or any other document that may be executed from time to time.
- (d) The Applicant(s) acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Project as was demanded by the Applicant(s) and that the Applicant(s) is fully satisfied with the same. The Applicant(s) further acknowledges that he has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Developer over the Project Land.
- (e) Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form ("**Application Money**"), the Applicant(s) has/have clearly understood that this Application Form is only a request of the Applicant(s) for the allotment of the Apartment/Flat and does not constitute a final allotment or an agreement and the Applicant(s) is/are not vested with any right, interest or entitlement in or over the Apartment/Flat, until a formal agreement for sale ("**Agreement for Sale**") is executed and registered by the Developer in favor of the Applicant(s) under the applicable laws. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" and shall remain as such until the Agreement for Sale is executed and registered by the Developer in favor of the Applicant(s).
- (f) The allotment and execution and registration of the Agreement for Sale is further subject to the timely payment of the sale consideration and all other amounts on or prior to the respective due dates as agreed and compliance of all the terms and conditions contained herein as well as in the Allotment Letter by the Applicant(s).
- (g) The Applicant(s) hereby agree that in case he/she/they/it fail(s) to respond and/or neglect(s) to take possession of the Apartment/Flat within the time stipulated by the Developer in the letter for Intimation of Possession, and/or cancel / terminate the Agreement for Sale, then the Developer shall be entitled and hereby reserves its right to forfeit the entire amount received by the Developer towards the Apartment/Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Applicant(s) further agree and acknowledge that the Developer's obligation of delivering possession of the Apartment/Flat shall come to an end on the date of expiry of the letter for Intimation of Possession and that subsequent to such date the Developer shall not be responsible and/or liable for any obligation towards the Applicant(s) for the possession of the Apartment/Flat.
- (h) The Developer, at its absolute discretion, shall be entitled to reject this Application Form for reasons attributable to the Applicant(s) before issuing the Allotment Letter (as defined below). In this case, the Application Money or any other amounts paid by the Applicant(s) shall be refunded to the Applicant(s) without interest and without any liability towards costs/losses/damage etc. or any further claim or right accruing to the Applicant(s). The refund of the monies as mentioned in the foregoing shall be construed as sufficient

discharge of all obligations of the Developer under the law or otherwise. It is clarified that encashment of cheque / demand draft received or any direct electronic money transfer from the Applicant(s) shall not amount to acceptance of this Application Form.

- (i) Upon the Developer deciding to allot the Apartment/Flat in favor of the Applicant(s), the Developer will send the intimation thereof to the Applicant(s) to pay the balance amount of the Allotment Money (as defined below). Upon receipt of the entire Allotment Money (as defined below), the Developer shall issue an allotment letter ("**Allotment Letter**") thereby provisionally reserving the Apartment/Flat in favor of the Applicant(s) which shall be subject to compliance of the terms and conditions by the Applicant(s) as mentioned therein. Notwithstanding the fact that the Developer may have issued the Allotment Letter, the Applicant(s) has/have clearly understood that the Allotment Letter is only confirming reservation of the Apartment/Flat in favor of the Applicant(s) and the Applicant(s) is/are not vested with any right, interest or entitlement in or over the Apartment/Flat, until the Agreement for Sale is executed and registered by the Developer in favor of the Applicant(s) under the applicable laws. However, the allotment shall be subject to the timely payment of the sale consideration and all other necessary amounts on the respective due dates.
- (j) The term allotment money would mean 10% (ten percent) of the total sale consideration ("**Allotment Money**") which shall include the Application Money.
- (k) The term earnest money shall mean, 20 % (twenty percent) of the total sale consideration ("**Earnest Money**"), which shall include Allotment Money and the balance of the Earnest Money to be paid after execution of Agreement for Sale.
- (l) The Applicant(s) agree(s) to execute and register the Agreement for Sale in respect of the Apartment/Flat in the format provided by the Developer under the applicable provisions of law within \_\_\_ days from the date of Allotment Letter. If the Applicant(s) fail(s) to execute and register the Agreement for Sale as aforesaid within the stipulated period, the Developer shall without prejudice to any other rights that the Developer may have in that behalf be entitled to cancel the provisional allotment and forfeit the Application Money / Allotment Money /Earnest Money and Non- Refundable Amount (*defined below*). Balance sum, if any, shall be refunded without interest upon such cancellation, subject to deduction of applicable taxes. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation.
- (m) The Applicant(s) agrees and acknowledges that the covered car parking space(s) in the Project cannot be transferred / leased / sold or dealt otherwise independently of the Apartment/ Flat. All clauses of this Application Form and the Agreement for Sale pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the covered car parking space(s).
- (n) Any application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance or required documentary evidence will be liable to be rejected. In the event of any false information being furnished to the Developer, this Application Form shall be liable to be summarily rejected and allotment shall stand cancelled whenever such defect is detected even if allotment in favor of the Applicant(s) has/have been made. In this case, the Application Money or any other amounts paid by the Applicant(s) shall be refunded to the Applicant(s) as mentioned in this Application Form without interest and without any liability towards costs/losses/damage etc. after deducting cancellation charges as determined by the Developer.
- (o) All outstanding amounts payable by any Party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other Party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

- (p) In the event this Application Form is withdrawn / cancelled by the Applicant(s) after his/her/their/its acceptance, the Developer shall be entitled to forfeit all the amounts received from the Applicant(s) subject to a maximum of the Earnest Money and all other amounts as mentioned in detail in clause (q) below.
- (q) In the event if the Applicant(s) fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Application(s) as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates (ii) comply with their obligations as set out in the foregoing documents, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, after giving \_\_\_\_\_ (\_\_\_\_\_) days prior notice to the Applicant(s), to cancel/terminate the transaction and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sale, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Applicant(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”) Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant(s) shall not have any right, title and/or interest in the Apartment/Flat and/or covered car park space(s) and/or the Project and/or the Project Land and the Applicant(s) waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever.
- (r) The Applicant(s) acknowledge(s) and agree(s) that such forfeiture and the refund of the balance amount, if any, to the Applicant(s) shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Apartment/Flat to any third party of the Developer's choice without any recourse to the Applicant(s). The Applicant(s) further agree that the Developer shall be refunding the balance amount either by way of (i) personal handover of cheque(s) to the Applicant(s) or (ii) courier of cheque(s) to the Applicant(s) at the aforementioned address, (iii) or through any other means as the Developer may deem fit and the date of such personal handover or courier of cheque(s) or transfer by any other means would be deemed to be the date on which the Developer has refunded the balance amount. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Applicant(s) have procured loan from a financial institution) as the case may be.
- (s) Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Applicant(s) affected by such discontinuation or modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- (t) The Applicant(s) has/have applied for allotment of the Apartment/Flat in the Project with full knowledge of the laws, notifications, rules and regulations applicable to the Project and agrees, undertakes and covenants to abide by the terms hereof as well as Allotment Letter and the Agreement for Sale (when executed) and applicable laws.
- (u) The Applicant(s) is/are aware that:
- (i) The current development is a part of the Project proposed to be developed by the Developer on the entire Project Land, which would be developed in phased manner at Developer's discretion and in the manner the as they may deem fit.
  - (ii) The Project Land is a part of composite development of larger property. The balance portion of the larger property is being developed by other developer.

- (iii) An association, in the nature of a co-operative society/company/condominium ("**Association**") shall be formed at sole discretion of the Developer, for the proper maintenance and management of the Project at such time and in such manner as Developer may deem fit, subject to applicable laws and taking into consideration the nature and intricacies' of the entire development.
  - (iv) The Association of purchasers shall further form an apex organization (being either a co-operative society / condominium / limited company ("**Apex Body**") for the entire development of Project Land, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project Land including common areas and amenities of the Project, at such time and in such manner as we deem fit within the relevant law.
  - (v) an ultimate organization for the larger property shall be formed (being either a co-operative society / condominium / limited company) ("**Federation**") as the developers of the larger property may deem fit, for the purposes of effective maintenance and management of the entire larger property including common areas and amenities of the larger property.
  - (vi) The Applicant(s), along with other Apartment/Flat purchasers in the Project shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Applicant(s) shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within 10 (ten) days from the same being forwarded to the Applicant(s). On the formation of Association, rights of the Applicant(s) to the common areas and facilities shall be regulated by the bye laws and other rules and regulations.
  - (vii) The Developer may, with a view to ensure 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, the maintenance and management of the Project even after formation of the Association/Apex Body/Apex Bodies. The Developer may also retain some portion / units / flats in the Project which may be subject to different terms of use as may be permissible under law. The Applicant(s) hereby give(s) his/her /their/its unequivocal consent for the aforesaid. For this purposes the Developer may, in its discretion, provide suitable provisions in the constitutional documents of the Association/Apex Body/Apex Bodies.
  - (viii) The Applicant(s) is/are aware that for the purposes of maintenance and management of the Project, the Developer would be appointing a Facility Management Company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the Developer may deem fit and the Applicant(s) agree(s) and consent(s) to the same.
  - (ix) All Applicant(s) shall enter into a maintenance agreement with either the Developer, or third party maintenance agency / property manager, or the condominium / association of flat purchasers at the Project, as the case may be, for the said maintenance services and payment of the maintenance charges on a pro rata basis.
  - (x) The Applicant(s) agree(s) and undertake(s) to pay all charges towards electricity, water and sewerage connection, maintenance charges for upkeep and maintenance of various common services and facilities and limited common area (if any) (excluding internal maintenance within the Apartment/Flat) etc. as may be levied by Developer or condominium / association of Apartment/Flat purchasers at the Project or by the maintenance agency / property manager appointed for the said purpose by Developer.
- (v) The Applicant(s) further agree(s) and acknowledges(s) that if in the event of any variation in the Carpet Area of the Apartment/Flat, the sale consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Applicant(s) towards the sale consideration. It is hereby clarified in case of minor additions required due to architectural and structural reason duly recommended and verified by Architect or

Engineer, the Developer shall intimate the Applicant(s) in writing and the Applicant(s) hereby give their consent for such minor change or addition.

- (w) The plans, specifications, images and other details herein may undergo change in accordance with Applicable Law, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. Presently, the Developer has been granted permission by Thane Municipal Corporation (**TMC**) to construct the Building upto 27 upper floors.
- (x) The Applicant(s) has/have been informed and has/have understood that presently the Developer has valid permission from TMC to construct the Building upto 27 upper floors out of the 28 floors that it proposes to build. In the event if the Developer is unable to construct the 28<sup>th</sup> floor in the Building due to any reason whatsoever, the Building will be constructed only upto the 27<sup>th</sup> floor without any other change in the design and/or impact on the other units. The Applicant(s) has/have confirmed that he/she/they has no objection to this.
- (y) The Applicant(s) agree(s) that the Developer shall have the right to raise construction finance/loan from any financial institution/bank and create a mortgage/charge in respect of the Project /Project Land subject to the Apartment/Flat, being free from any encumbrance at the time of handing over the possession of the Apartment/Flat. The loans/finance obtained by the Developer against the security of the Project shall be repaid by the Developer.
- (z) All cheque/demand drafts/remittance should be issued / deposited in favor of "\_\_\_\_\_ " payable at Mumbai and/or as stipulated by the Developer from time to time. The first/sole Applicant shall mention his/her/its name, flat no., wing, applied for, behind the cheques/demand drafts. The payments made by cheque are subject to realization. Date of actual credit shall be treated to be the date of realization.
- (aa) The Applicant(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Applicant(s) under this Application Form towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering Regulations**").

The Applicant(s) further declare(s) and authorize(s) the Developer to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant(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 Applicant(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 Regulations, then the Developer shall at its sole discretion be entitled to cancel/terminate this Application Form / Allotment Letter / Agreement for Sale. Upon such termination the Applicant(s) shall not have any right, title or interest in the said Apartment/Flat neither have any claim/demand against the Developer, which the Applicant(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Applicant(s) shall be refunded by the Developer to the Applicant(s) in accordance with the terms of Application Form / Allotment Letter / Agreement for Sale only after the Applicant(s) furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant(s).

- (bb) If case any cheque of the Applicant(s) are dishonored for any reason whatsoever, the Developer shall be fully entitled to cancel this Application Form/ Allotment Letter, forfeit Non-Refundable Amount. However, Developer may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and for second instance it is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. If the Applicant(s) fails to deposit the Bank Demand Draft/ NEFT/ RTGS within next 7 days of sending of intimation of dishonor of cheque to the Applicant(s), in that event Developer may, at its sole discretion, terminate the allotment and forfeit Non-Refundable Amount. In the event of dishonor of any payment cheque Developer has no obligation to return the original dishonored cheque.

- (cc) The Applicant(s) agree(s) to abide by the Developer's terms of allotment and sale and also agree(s) to acknowledge the Allotment Letter, execute the Agreement for Sale and all further documents as may be required to complete the transaction. The Applicant(s) undertake(s) to pay the charges mentioned in Clause 17 of this Application Form.
- (dd) The Developer reserves its right to enhance Estimated Other Charges as mentioned in **Annexure F** at its sole discretion.
- (ee) The Developer shall endeavor to offer possession of the Apartment/ Flat to the Applicant(s) on or before \_\_\_ day of \_\_\_, 20\_\_\_ ("**Possession Date**") and shall also endeavor to deliver the Common Areas and Facilities such as \_\_\_\_\_ on or before \_\_\_\_\_. The entire Project shall be completed on or before 30<sup>th</sup> June 2024. It is further clarified that Building No. 4, Building No. 5, Building No. 6 and Building No. 7 situated in the Project shall be completed on or before 30<sup>th</sup> day of June, 2022 and remaining Project including Building No. 1, Building No. 2 and Building No. 3 situated in the Project shall be completed on or before 30<sup>th</sup> day of June 2024. Provided however that the Possession Date and the delivery date of Common Areas and Facilities such as \_\_\_\_\_ shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s) ("**Extension Event**"). For the purpose of this Application Form, "force majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court. In case the Developer is unable to offer possession on or before the Possession Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Applicant(s), the Developer shall refund the amounts received from the Applicant(s) along with applicable interest from the date of payment of such amount till refund thereof. In case the Applicant(s) desires to continue in the Project beyond the Possession Date then the Developer subject to Extension Event, shall pay applicable interest to the Applicant(s) on the amounts paid by the Applicant(s) for every month of delay till the date of the Developer offering possession.
- (ff) The Applicant(s) further agree(s) and acknowledge(s) that the Developer's obligation of delivering possession of the Apartment/Flat shall come to an end on the date of expiry of the letter for possession letter and that subsequent to such date the Developer shall be neither responsible nor liable for any obligation towards the Applicant(s) for the possession of the Apartment/Flat. Notwithstanding anything mentioned in this Application Form if the Applicant(s) fails to take over the possession of the Apartment/Flat as stipulated in the possession letter, then the Applicant(s) shall be liable to pay to the Developer Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) per month per square meter of the Total Area ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay, which shall be payable within the time period stipulated by the Developer. During the period of said delay the Apartment/Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Applicant(s) in relation to its deterioration in physical condition.
- (gg) The Applicant(s) shall not be entitled to transfer/assign his/her/their/its interest in the Flat in favor of any third party unless (i) payment of 50% (fifty percent) of the sale consideration has already been paid (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of issuance of the Allotment Letter , whichever is later, between (i) and (ii) and (iii) the Applicant(s) has/have obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant(s) along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. The Applicant(s) shall solely be

liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

- (hh) If Applicant(s) desires to add name(s) of any third party to the Allotment Letter or delete the name of any of joint Applicant(s) (as mentioned in this Application Form) from the Allotment Letter, then the same may be allowed by Developer subject to the Applicant(s) submitting documentary proof as may be required by Developer to add/delete other name(s) in the Allotment Letter/Agreement for Sale and payment of an administrative charges as may be determined by the Developer for each such addition/ deletion. However, no administrative charges will be payable if addition/ deletion of name(s) are proposed to be made in the name of blood relatives of Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Developer. Any such assignment / transfer / nomination by the Applicant(s) shall always be subject to applicable laws, notifications/ governmental directions and the sole discretion of the Developer.
- (ii) Application once made will be final. However, changes can be made only at the discretion of the Developer.
- (jj) The Statutory Charges, taxes, government levies etc. are based on the current applicable rules/rates and may vary at the time of actual payment. Any upward revision or introduction of new taxes thereto will be borne by the Applicant(s). Statutory Charges as applicable from time to time is payable proportionately along with every installment. The Statutory Charges may be applicable on estimated other charges as well.
- (kk) The Applicant(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. Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961.
- (ll) The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Apartment/Flat are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable 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 the Allotment Letter or the Agreement for Sale. Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The Developer accepts no responsibility in this regard and the Applicant(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 Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Developer immediately and comply with all the necessary formalities, if any, under the applicable laws.
- (mm) The Applicant(s) have represented and warranted to the Developer that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Apartment/Flat as and when demanded by the Developer. The Applicant(s) understand and agree that he will apply for the home loan, if required, to any Bank/Financial institution at his sole cost, liability, risk and consequences only after obtaining prior written permission from Developer. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Developer to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to the Applicant(s). However, the Developer shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant(s) shall always keep the Developer fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Developer in this regard.
- (nn) The name of the Project "**Godrej Emerald**" or of the individual towers may be changed at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same.
- (oo) In case of cancellation / withdrawal / termination of this Application Form / Allotment Letter / Agreement for Sale, all documents executed / received by the Applicant(s) in furtherance thereto shall stand cancelled /

terminated for all intents and purposes and the Applicant(s) shall return all documents (in original) to the Developer.

- (pp) All correspondences will be made with the Applicant(s) at the permanent address / address for correspondence (*mentioned above*) and/or on the e-mail address provided by the Applicant(s) and to the Developer at the address indicated by the Developer. In the event the Applicant(s) change their address, the same shall be informed to the Developer and an acknowledgement shall be obtained from the Developer acknowledging such change. In the event of there being multiple applicants, all communication will be sent by the Developer to the first Applicant as mentioned in this Application Form and the same shall for all purposes be considered as served on all Applicant(s).
- (qq) The Applicant(s) is/are fully conscious that it is not incumbent on the part of the Developer to send reminders/notices in respect of their obligations as set out in this Application Form including but not limited to their obligation to pay the amounts due to the Developer.
- (rr) In the case of joint Applicant(s) of the Apartment/Flat, unless a duly executed instruction by all such joint Applicant(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant(s) under the terms of this Application Form / the Allotment Letter / the Agreement for Sale, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant(s).
- (ss) In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Thane only.
- (tt) The Applicant(s) agree and undertake to use the Apartment/Flat for residential purpose alone and for no other purpose. The Applicant(s) shall abide by the community rules and regulations for the residents and visitors to the Project.
- (uu) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

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

Signature(s)

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

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

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

**ANNEXURE B  
Plan**

**ANNEXURE C  
Specification(s) of the Apartment/Flat**

**ANNEXURE D  
Common Areas**

**ANNEXURE E  
Facilities**

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

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

**AGREEMENT FOR SALE**

This Agreement made at Mumbai on .....day of..... in the year Two Thousand and \_\_\_\_\_

**Between**

**VIHANG ENTERPRISES (PAN NO. AAAFY6459P)**, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 12<sup>th</sup> floor, Devcorpora, Eastern Express Highway, Opp. Cadbury, Thane 400601 hereinafter referred as the '**Vihang**'(which expression shall, unless repugnant to the context or meaning thereof, shall mean and include the partners for the time being and from time to time, the survivors or survivor of them and the legal heirs, executors, administrators of the last of such survivor or survivors) of the **FIRST PART**;

**AND**

**GODREJ GREENVIEW HOUSING PRIVATE LIMITED (PAN AAFCG9849M)** (CIN **U70102MH2015PTC264491**), a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 5<sup>th</sup> 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 their successors and permitted assigns) of the **SECOND PART**;

**AND**

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

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

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_

**OR**

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

**OR**

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

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

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

**WHEREAS:**

- A. By diverse agreements, Vihang has acquired development rights from the various owners (a list of which is stated in **Annexure A**) (“**Owners**”) (including the right to use and avail the benefit of FSI and TDR, if available) in respect of various properties admeasuring in aggregate 58,080 sq. mtrs. situate, lying and being

at Village Bhayenderpada, Ghodbundar Road, Thane and more particularly described in **First Schedule** hereunder written (“**Larger Property**”).

- B. By Development cum Assignment Agreement dated 19<sup>th</sup> January 2016 duly registered with the Sub-Registrar of Assurances at Thane under serial No. TNN5-7478-2016 (**Development Agreement**), Vihang and the Owners granted, assigned and transferred in favour of the Developer development rights in respect of portion of Larger Property admeasuring 21,786.31 square meters (approx.), so as to enable the Developer to utilize the FSI potential of 68,555 square meters, for development of the Project on the terms and conditions as mentioned in the said Development Agreement. Further, by Supplementary Agreement dated 24<sup>th</sup> March, 2017 duly registered with the Sub-Registrar of Assurances at Thane under serial No. TNN5-4758-2017 (**Supplementary Development Agreement**), Vihang and the Owners under the said Supplementary Development Agreement granted, assigned and transferred in favour of the Developer, development rights in respect of land admeasuring 25,154.78 sq.mtrs. (approx.) as more particularly described in the Second Schedule written hereunder (hereinafter referred to as the “**Project Property**”), so as to enable the Developer to utilize the FSI potential of 78,033.68 square meters on the Project Property, for development of the Project on the terms and conditions as mentioned in the Development Agreements (as defined herein). (**Development Agreement and Supplementary Development Agreement** shall be collectively termed as “**Development Agreements**”). The Project Property is demarcated on the **Location Plan** (annexed hereto as **Annexure B**) in black boundary line.
- C. In this background, the Developer is thus seized and possessed of and otherwise well and sufficiently entitled to the Project Property.
- D. The Project Property is presently accessible from the Ghodbunder Road Highway through the 60 meters’ wide access road as per the sanctioned Development Plan of Thane Municipal Corporation and delineated on the Location Plan **Annexure B** in green colour. (“**Access Road**”).
- E. Based on its right and entitlement in terms of the Development Agreements, the Developer is developing the Project Property for residential and for such other purpose permissible under the applicable laws with the name “**Godrej Emerald**” (“**Project**”) and carry out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

F. The Larger Property is a composite development, which is being developed by the Developer and Vihang, however, the areas to be developed by respective developers are clearly allocated. The composite development of the Larger Property comprises of the following four portions to be developed:

- (i) The development of the Project Property shall be solely developed and sold by the Developer.
- (ii) Portion of Larger Property to be constructed by Vihang under the Regulation 65 and clause 14 of Appendix W of the Development Control Regulations of Thane, read with notification no. TPS-1813/3067/P.KR.122/12/MNP-Kokan/New-13 dated 29<sup>th</sup> January 2016 notified by the State Government / TMC / competent authority. Under the said scheme, Vihang shall handover constructed premises to Maharashtra Housing and Area Development Authority (MHADA) as per State Government notification dated 08th November 2013 for inclusive housing.
- (iii) Portion of the Larger Property to be developed by Vihang and handed over to third parties/Owners for meeting earlier commitments.
- (iv) Portion of the Larger Property to be constructed by Vihang for commercial area.

Further, the private access roads/ layout road, electric sub-stations, water mains, sewers, R.G., etc in Larger Property would be common to the entire development on the Larger Property and therefore the common amenities for the Project would be finalized by the Developer in keeping with the plans that would be sanctioned by Thane Municipal Corporation (“TMC”) from time to time for the Project, as may be required by the Developer, and that accordingly the said Property would be subject to certain restrictions and stipulations and covenants to be observed and performed for the benefit of the entire Project.

The Purchaser/s understands and consents to the above aspects of development.

G. Accordingly, a layout for development of the Larger Property is prepared. The layout *inter alia* presently envisages that:

- (i) the Project Property shall consist of residential segments. The Developer may also include food and beverages outlets, recreational and other facilities and amenities in the Project, as approved from time to time by the concerned authorities;
- (ii) the private access roads/ layout road, electric sub-stations, water mains, sewers, R.G. etc in said layout would be common to the entire development on the Larger Property and therefore the common amenities for the Project would be finalized by the Developer in keeping with the plans that would be sanctioned by TMC from time to time for the Project, as may be required by the Developer, and that accordingly the Project Property would be subject to certain restrictions and stipulations and covenants to be observed and performed for the benefit of the entire Larger Property.

(iii) the different segments of the Project is proposed to developed either by the Developer or through any other entity and in such a manner as the Developer may deem fit.

- H. The Developer has presently commenced the development of the entire Project Property/ Project as one phase of the said Layout, more particularly described in the Third Schedule hereunder written and shown delineated by red colour boundary line on the Plan thereof hereto annexed as **Annexure C** in the name and style of "Godrej Emerald" for predominantly residential/mixed use consisting of seven building(s) comprising of lower ground, one and two + upper ground + podium 1 + upper stilt + one to 28 upper floors ("**Phase**").
- I. The Developer has appointed M/s. Archetype Consultants (I) Private Limited , as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- J. The Developer has appointed Pravin Gala Consultants Private Limited, as structural Engineer for the preparation of the structural design and drawings of the building/s to be constructed on Project Property and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said building/s.
- K. Vihang, through its Architect submitted the building/s plans in respect of the Larger Property consisting of Project Property to TMC for sanction thereof and TMC has sanctioned the same. TMC has issued Development Permission Certificate bearing V.P. No. S06/0084/10 TMC/TDD/1902/16 dated 24<sup>th</sup> August, 2016. The Developer has also obtained Commencement Certificate bearing Ref. No. TMC/TDD/2118/17 dated 30<sup>th</sup> March, 2017 from TMC permitting the construction/development of the Phase which is annexed hereto and marked as **Annexure D**.
- L. The Developer has sole and exclusive right to sell the Flat in the Building/s to be constructed by the Developer in the said Phase and to enter into Agreement/s with the Purchaser/s of the Flat and receive the sale consideration in respect thereof;
- M. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Project Property and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (**Act**) the Rules and Regulations made thereunder (**Rules**);
- N. The authenticated copy of Certificate of Title issued by M/s. DSK Legal, Advocates & Solicitors of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the Project Property on which the

Flat are constructed or are to be constructed have been annexed hereto and marked as **Annexure E** and **Annexure F**, respectively.

- O. The copy of the Layout plan of the Larger Property as approved by the concerned Local Authority is been annexed hereto and marked as **Annexure G**.
- P. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building.
- Q. While sanctioning the said layout plans 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 Project Property and the said Building/s, and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.
- R. The Developer has accordingly commenced construction of the said Building/s in accordance with the said plans.
- S. The Purchaser/s has applied to the Developer for allotment of Flat No. .... on .....floor in Building no. \_\_\_\_ (“**Flat**”) being constructed in the said Phase of the Project (“**Building**”) and \_\_\_\_ mechanical/surface car parking space(s) (“**Car parks**”) in the basement of the said Building;
- T. The Carpet Area of the said Flat is \_\_\_\_\_ square meters and Exclusive Areas of the said Flat is \_\_\_\_\_ square meters aggregating to \_\_\_\_\_ square meters (“**Total Area**”). For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s.
- U. The copies of the plan of the Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by TMC have been annexed and marked as **Annexure H**. The Office of the Directorate of Maharashtra Fire Service has recommended certain changes/modifications in the common areas of the floor plan. The said changes/recommendations has been highlighted in floor plan annexed with Annexure H. The specifications, fixtures and fittings to be provided in the Flat is hereto annexed as **Annexure I**. The Common Areas and Facilities appurtenant to the said Flat is hereto annexed and marked as **Annexure K** and **Annexure J** respectively;

- V. 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 Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- W. Prior to the execution of these presents, the Purchaser/s has paid to the Developer a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or application fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
- X. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- Y. 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 Purchaser/s hereby agrees to purchase the Flat and the garage/covered parking (if applicable).
- Z. The Developer has registered the Phase under the provisions of the Real Estate (Regulation and Development) Act 2016 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 with the Real Estate Regulatory Authority at \_\_\_\_\_ under no \_\_\_\_\_; authenticated copy is attached in **Annexure L**.

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

**1. Construction**

- 1.1 The Developer intends to construct Building no.1 to 7 consisting of Lower ground, one and two + upper ground + Podium 1 + Upper Stilt + 1 to 28 upper floors for residential use (**Building(s)**) comprised in the said Phase in accordance with the plans, designs and specifications as approved by TMC from time to time. The Purchaser/s has been informed and has understood that presently the Developer has valid permission from TMC to construct the Building upto 27 upper floors out of the 28 floors that it proposes to build. In the event if the Developer is unable to construct the 28<sup>th</sup> floor in the Building due to any reason whatsoever, the Building will be constructed only upto the 27<sup>th</sup> floor without any other change in the design and/or impact on the other units. The Purchaser/s has confirmed that he/she/they has no objection to this. Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any other major alteration or addition or variations or modifications which may adversely affect the Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in

case of any major alteration or variation or modification in the layout of the Phase, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

1.2 The Developer has further informed the Purchaser/s that the Developer has recently received few recommendations from the Office of the Directorate of Maharashtra Fire Service pursuant to which certain changes are required to be carried out in common areas of the Project. The Developer is in the process of adhering to such statutory recommendations, consequent to which the common areas will undergo necessary modification. The changes recommended by the Office of the Chief Fire Officer has been highlighted in **Annexure G-1** annexed to this Agreement. The changes/modifications suggested Office of the Chief Fire Officer does not affect the Flat in any manner whatsoever. The Developer has further informed the Purchaser/s that certain additional land/s and common areas will be added in the Project/Project Property and the same has been highlighted in **Annexure G-1**. The Purchaser/s hereby confirms/confirm that he/she/it/they has/have examined and accepted the proposed modification *inter alia* in the common areas and that the Purchaser/s hereby accords/accord his/her/its/their express consent for the aforesaid modifications as required under the Relevant Laws. The Purchaser/s hereby consents/consent, agrees/agree and undertakes/undertake that he/she/it/they shall not raise any objection, claim or dispute against the Developer for carrying out the aforesaid revisions whatsoever and also agrees and undertakes/undertake to extend all necessary co-operation to the Developer for making aforesaid revisions.

1.3 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project Property is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout plan except for the current Phase in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

## **2. Description of Flat, Car Parks(s) and Common Areas and Facilities & Total Consideration**

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

(a) a residential Flat bearing no. \_\_\_\_\_, on the \_\_\_ floor of the Building no. “\_\_\_” (“**Flat**”), which is more particularly described in the **Fourth Schedule** hereunder and annexed as **Annexure H**;

(b) \_\_\_\_\_ mechanical/surface covered parking space(s) situated in the basement/podium/stilt (“**Car Park(s)**”)

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

- 2.2 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Flat to be provided by the Developer in the said Building and the Flat as are set out in **Annexure I**, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.
- 2.3 The **Carpet Area** of the Flat is \_\_\_\_\_ square meters and the **Exclusive Areas** of the Flat \_\_\_\_\_ square meters aggregating to **Total Area** of \_\_\_\_\_ square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital T above.
- 2.4 In consideration of the above, the Purchaser/s hereby agrees to pay to the Developer a total sale consideration of Rs. \_\_\_\_\_ ("**Total Consideration**"), comprising of the following:-

| <b>Sr.No.</b> | <b>Particulars of consideration</b>  | <b>Rupees</b> |
|---------------|--|---------------|
| (i)           | Towards the Carpet Area of the Flat.   |               |
| (ii)          | Towards the Exclusive Areas of the Flat.   |               |
| (iii)         | Towards Car Park(s).   |               |
| (iv)          | Towards proportionate consideration for Common Areas charges including club house development charges calculated on the Carpet Area of the Flat. |               |
| (v)           | Towards Facilities as set out in Annexure J.   |               |

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

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

### **3. VARIATION IN AREA**

- 3.1 The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Flat, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such an event only recourse shall be pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under clause 2.4. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

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

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

| Sr.No. | Milestone   | Percentage | Rupees |
|--------|---|------------|--------|
| (i)    | Before Registration of this Agreement.  |            |        |
| (ii)   | Immediately after execution and registration of this Agreement  |            |        |
| (iii)  | On initiation of Plinth of the Flat's building  |            |        |
| (iv)   | On completion of Plinth of the Flat's Building  |            |        |
| (v)    | on completion of slabs including podiums and stilts of the Flat's Building  |            |        |
| (vi)   | On completion of the walls of the Flat  |            |        |
| (vii)  | On completion of internal plaster, floorings, doors and windows of the Flat and lift wells upto the ___ [ <i>to mention the floor on which the Flat is situated</i> ] floor   |            |        |
| (viii) | On completion of sanitary fittings, staircases and lobbies upto the ___ [ <i>to mention the floor on which the Flat is situated</i> ] floor and external plumbing and external plaster, terraces with waterproofing, of the Flat's Building |            |        |
| (ix)   | On completion of elevation of the Flat's building and completion of lifts of the Flat's building  |            |        |
| (x)    | On completion of 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, and, at the time of handing over of possession of Flat or on receipt of Occupation Certificate or Completion Certificate |  |  |
|  | <b>Total:</b>  |  |  |

- 4.2 The Purchaser/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 Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer 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 Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- 4.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “\_\_\_\_\_”.
- 4.4 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “\_\_\_\_\_”.
- 4.5 If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 20 below and the Developer may at its option be entitled to exercise the recourse available thereunder.
- 4.6 Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

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

**5. Taxes**

5.1 The Total Consideration above excludes Taxes. Taxes includes Value Added Tax, Service Tax, Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, local body tax or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Flat. Taxes shall be the Purchaser/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.

**6. Tax Deducted at Source**

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

**7. Payment of Other Charges**

7.1 The Purchaser/s shall on or before delivery of possession of the said Flat deposit and keep deposited with the Developer, the following amounts, which shall be transferred to the society / limited company / federation / Apex Body:-

| <b>Sr.No.</b> | <b>Particulars</b>   | <b>Rupees</b> |
|---------------|--|---------------|
| (i)           | Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for ___ months. |               |
| (ii)          | Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer                             |               |
|               | Total:   |               |

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

| <b>Sr.No.</b> | <b>Particulars</b> | <b>Rupees</b> |
|---------------|--------------------|---------------|
|---------------|--------------------|---------------|

|        |   |  |
|--------|---|--|
| (i)    | Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body                                  |  |
| (ii)   | Estimate amount for formation and registration of the society or limited company / federation / Apex Body   |  |
| (iii)  | Estimate amounts for deposit towards water connection charges   |  |
| (iv)   | Estimate amounts for deposit towards electric connection charges  |  |
| (v)    | Estimate amounts for deposit towards gas connection charges   |  |
| (vi)   | Estimate amounts for deposit towards other utility / services charges   |  |
| (vii)  | Estimate amounts for deposits of electrical receiving and sub-station in the Layout   |  |
| (viii) | Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / Apex Body |  |
| (ix)   | Estimate amounts towards legal charges for documentation which shall be payable _____   |  |
|        | Total:  |  |

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

The Purchaser/s shall pay to the Developer such sum as mentioned above for meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

#### 9. Developer to appropriate dues

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

**10. Time is of essence**

- 10.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 10.2 Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in clause 4 herein above.

**11. Interest**

- 11.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) per annum from the date they fall due till the date of receipt/realization of payment by the other Party.
- 11.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 11.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Flat and the Car Park(s) and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

**12. Floor Space Index**

- 12.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a single property on the basis of the available Floor Space Index (“FSI”) on the entire Larger Property and accordingly the Developer shall develop the Project Property .
- 12.2 The Developer declares that FSI available as on date in respect of the Project Property is 78,033.68 square meters only and the Developer has planned to utilize the said entire FSI on the said Project Property or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

- 12.3 Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Property on which it is being constructed in proportion to the total area of the Larger Property 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 Building(s) being constructed on the Project Property as it thinks fit and the purchasers of the flat(s)/ premises/ units in such Building(s) (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the Building(s) or the Project Property.
- 12.4 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Property including the existing and future FSI and /or transferable development rights (“**TDR**”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of Building(s) and development of facilities and/or amenities on any part of the Project Property or elsewhere as may be permitted and in such manner as the Developer deems fit.
- 12.5 The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with phases comprised in the Project Property (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 phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Property.
- 12.6 Neither the Purchaser/s nor any of the other purchasers of flat(s)/ premises/ units in the Building(s) being constructed on the Project Property (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of flat(s)/ premises/ units in such Building(s) (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Property. All FSI and/or TDR at any time available in respect of the Project Property 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 the Larger Property is conveyed to the Federation in the manner set out herein below.
- 12.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Larger Property/Project Property 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 Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Larger Property/Project Property or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone and/or Vihang (as the case may be and as deemed fit by the Developer) shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the

development and / or additions to the built up area on the Project Property/Larger Property as may be permissible.

- 12.8 The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the building/s on the Project Property/Larger Property or any part thereof until and unless the building/s is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Property/Larger Property. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the TMC and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Property and shall thereby continue to retain full right and authority to develop the Project Property 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.

**13. Adherence to Sanctioned Plans**

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

**14. Possession**

- 14.1 The Developer shall offer possession of the Flat to the Purchaser/s, after obtaining the Occupation Certificate for the said Flat on or before \_\_\_\_\_ day of \_\_\_\_ (“**Delivery Date**”) and shall also endeavor to deliver the Common Areas and Facilities such as \_\_\_\_\_ on or before \_\_\_\_\_, subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. The entire Project shall be completed on or before 30<sup>th</sup> June 2024. It is further clarified that Building No. 4, Building No. 5, Building No. 6 and Building No. 7 situated in the Project shall be completed on or before 30<sup>th</sup> day of June, 2022 and remaining Project including Building No. 1, Building No. 2 and Building No. 3 situated in the Project shall be completed on or before 30<sup>th</sup> day of June 2024. Provided however that the Possession Date and delivery date of the Common Areas and Facilities such as \_\_\_\_\_ shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (“**Extension Event**”). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

- 14.2 Further, in the event the Developer is unable to file for occupation certificate on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on

demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s along with applicable Interest from the date of payment of such amount till refund thereof.

**15. Manner of Taking Possession**

- 15.1 The Purchaser/s shall take possession of the Flat within 15 (fifteen) days from the date Developer offering possession of the Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. Upon receiving possession of the Flat or expiry of the said 15 (fifteen) days from offering of the possession (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Purchaser/s.
- 15.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month per square meter of the Total Area of the Flat (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.
- 15.3 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Flat within the aforementioned time as stipulated by the Developer and/or cancel / terminate this Agreement, then the Developer shall also be entitled to reserve his right to forfeit the entire amount/s received by the Developer towards the Flat along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Flat.

**16. Outgoings**

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

- 16.2 Until the conveyance of the structure of the Building(s) to the common organization, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
- 16.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**17. Defect Liability Period**

- 17.1 If the Purchaser brings to the notice of the Developer any structural defect in the Flat/Building within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / Building or defective material being used or regarding workmanship, quality or provision of service.
- 17.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17.1, the Developer shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

**18. Foreign Exchange Management Act**

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

Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

**19. Anti-Money Laundering**

19.1 The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

**20. Default By Purchaser/s**

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

20.2 In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer’s policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of

cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document (“**Deed**”) within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer’s right to forfeit and refund the balance to the Purchaser/s and the Developer’s right to sell/transfer the Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser(s) shall not have any right, title and/or interest in the Flat and/or Car Park(s) and/or the Project and/or the Project Property and the Purchaser(s) waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

### **20.3 Termination by Purchaser/s before Delivery Date**

In the event, the Purchaser/s intends to terminate this Agreement, then the Purchaser/s shall give a prior written notice (“**Notice**”) of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Purchaser/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt according to Clause 20.2 above.

## **21. Association Structure**

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

- (i) form association of the purchasers of flat(s)/premises/units in the Building(s) (being either a co-operative society/condominium/limited company or combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.
- (ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) (“**Apex Body/Apex Bodies**”) for the Project Property, as the Developer may deem fit, for the purpose of effective maintenance and management of Project Property, including the common areas and facilities comprised in the Project Property, as the Developer may deem fit and to be known by

such name as the Developer may decide, within the prescribed period mentioned under the Relevant Laws.

(iii) The Apex Bodies formed on the Larger Property (being either a co-operative society/condominium/limited company or combination of them) shall further form an ultimate organization for the entire Larger Property (being either a co-operative society/condominium/limited company or combination of them) (**Federation**), as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property, at such time and in such a manner as the Developer may deem fit and to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.

21.2 The Developer shall with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 22 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Larger Property, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.

21.3 Make provisions for payment of outgoings/CAM to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Flat is located and the entire Larger Property.

21.4 The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is part of a layout development and as such the Developer would be conveying only the built-up area of the Building (except the basement and podium) to the association formed of the individual building(s) (being either a co-operative society/condominium/limited company or combination of them), which shall not be later than 2 (two) years from the date of handover all the Flat in the Building(s) to respective purchasers of the Building(s). The Developer shall, at its sole discretion, convey the common areas and facilities in respect of the Project Property to the association / Apex Body / Apex Bodies within such period as the Developer may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the Larger Property by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the flats/premises / commercial office / units in the said Building/s and receipt of the entire consideration in respect thereof. The Developer and/or Vihang and / or the Owners (as the case may be and as deem fit by the Developer) convey its title to the Project Property either to the association / Apex Body / Apex Bodies of the Project Property or to the Federation of association / Apex Body / Apex Bodies of the Larger Property formed as the Developer may in its sole discretion deem fit, which conveyance shall not be later than 5 (five) years

from the date from date of the completion of the entire development of the Larger Property by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the flats/premises / commercial office / units in the said Building/s and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the building/s and underlying property to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by TMC and / or concerned authorities and proportionate charges to the Developer from time to time.

- 21.5 The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within 10 (ten) days from intimation by the Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of flat(s)/premises/units in the Building(s). The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the association / apex body / apex bodies by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.
- 21.6 The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building(s).
- 21.7 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of flat(s)/premises/units in the Building(s) in the same proportion as the total area of the /flat(s)/premises/units bears to the total area of all the flat(s)/premises/units in the said Building(s).

## **22. Facility Management Company**

- 22.1 By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person (“**Facility Management Company**”) to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install,

operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Purchaser's proportionate share of the outgoings as provided under Clause 16 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building(s) and/or common areas, amenities and facilities thereto.

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

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

**23. Fit out Manual**

23.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of flat(s)/premises/units in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/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. The Purchaser/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 or the Building(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 or the Building(s).

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

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

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

- (i) The Developer has clear and marketable title with respect to the Project Property; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Property and also has actual, physical and legal possession of the Project Property for the implementation of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Flat or Project Property 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 Property or Project except those disclosed in the title report;

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

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

- 25.1 The Developer 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 Property and any common rights of

ways with the authority to grant such rights to the Purchaser/s and/or users of flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property 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 Property 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 Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of flat(s)/premises/units in Building(s) constructed on the Project Property till such time the Project Property is handed over to the association/society/condominium/limited company/Apex Body/Apex Bodies.

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

**26. Brand Name & Project Name**

26.1 It is agreed by the Purchaser/s that the name of the Project “**Godrej Emerald**” or of the individual towers may be changed at the sole discretion of the Developer and the Purchaser/s shall not be entitled to raise any objection to the same.

26.2 It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Property including the Building(s), as well as the association / apex body / apex bodies (which would be formed gradually), unless a different understanding is captured between GPL and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by GPL. The Purchaser/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Purchaser/s and the association / apex body / apex bodies of the Flat purchasers shall not be entitled to change the name of the Project / Building(s) without written consent of GPL.

**27. Representations by Third Parties**

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

**28. Transfer**

28.1 Only after payment of (i) minimum 50% (fifty) percent of the Total Consideration by the Purchaser/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the Allotment Letter dated \_\_\_\_\_, whichever is later from (i) and (ii), the Purchaser/s may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area of the Flat to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

**29. Obligations, Covenants, Representations of Purchaser/s**

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

- (i) To maintain the Flat at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not

do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated nor shall demand partition of the Purchaser's interest in the Flat and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without the prior written permission of the Developer and/or the society or the limited company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Property and the building in which the Flat is situated.
- (vii) 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 by the Purchaser/s for any purposes other than for purpose for which it is sold.
- (viii) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of flat(s)/premises/units in the Building or other occupants or users of the Building(s), or visitors to the Building/Building(s), and also occupiers of any adjacent, contiguous or adjoining properties;
- (ix) Pay to the Developer, within 7 (seven) working days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Flat or Building(s);
- (x) 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 or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xi) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Building, without the prior written permission of the Developer/association/concerned authorities;

- (xii) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building/Building(s) or Project Property/Larger Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and
- (xiii) After possession of the Flat is handed over the Purchaser/s, the Purchaser/s may insure the Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (xiv) The Purchaser/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 Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- (xvi) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building(s) and the Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of society/limited society, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building(s) or any part thereof to view and examine the state and condition thereof.
- (xviii) Till a conveyance of the Project Property/Larger Property on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Property or any part thereof to view and examine the state and condition thereof.
- (xix) Usage of Flat Areas & Car Parks by Purchaser  

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

provided as a standard specifications and/or services or cannot be construed as same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire Flat in the Phase and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

- (xxi) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Flat in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- (xxii) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xxiii) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

### **30. Rights of the Developer**

#### **30.1 Developer obligation for obtaining occupation certificate (OC)/completion certificate (CC):**

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

#### **30.2 Hoarding rights**

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Property of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association / 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).

#### **30.3 Retention**

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

30.4 Unsold flat

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

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

30.5 Basement/Podiums

The Purchaser/s hereby consents to the Developer dividing the basement into car 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 Phase.

30.6 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 Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

30.7 Additional Construction

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

30.8 Mortgage & Security

The Developer if it so desires shall be entitled to create security on the Project Property together with the Building(s) being constructed thereon (including the Building) by availing loans/financial assistance/credit

facilities from banks/financial institutions, against securities thereof, save and except the Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, 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 Property (or any part thereof) and Building(s) constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause 21.4 above. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project Property together with the Building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be transferred hereunder.

**31. Appointment of vendors for internet and cable facility**

**31.1** The Developer has informed the Purchaser/s and the Purchaser/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 Building and other Building(s) constructed / to be constructed upon the Project Property. 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 Purchaser/s and /or other occupants of flat(s)/premises/units in the Building/Building(s) 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 Purchaser/s and/or occupants of flat(s)/premises/units in the Building and/or the association / 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.

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

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

**33. Binding effect**

**33.1** Executing this Agreement with the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser/s.

**34. Entire agreement**

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

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

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

**36. Severability**

**36.1** 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 residential 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.

**37. Waiver**

**37.1** 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 Purchaser/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the

terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

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

**38.1** Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the Carpet Area of the Flat to the carpet area of all the Flat in the Project.

**39. Further assurances**

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

**40. Place of execution**

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

**41. Present for registration**

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

**42. Notices**

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

**To the Purchaser:**

Name:

Address:

Notified E-mail ID:

**To the Developer:**

Name:

Address:

Notified E-mail ID:

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

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

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

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

**44. Joint Purchaser/s**

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

**45. Stamp duty and Registration charges**

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

**46. Arbitration**

**46.1** In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in first instance, if permitted under the Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the

reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Mumbai.

**47. Governing Law**

- 47.1** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Thane will have the jurisdiction for this Agreement.

**FIRST SCHEDULE**

**(Description of the Larger Property)**

ALL THOSE PIECES AND PARCELS of land situate, lying and being at Village Bhayenderpada, Tal. and Dist. Thane, Registration and Sub-District Thane, within the local limits of Thane Municipal Corporation admeasuring 58,080 sq. mtrs. (approx.) bearing Survey Nos as appearing below:

| <b>Old Survey No.</b> | <b>New Survey No.</b> |
|-----------------------|-----------------------|
| 195/1                 | 91/1                  |
| 195/2                 | 91/2                  |
| 217/29                | 109/29                |
| 217/30/1              | 109/30/1              |
| 217/30/4              | 109/30/4              |
| 217/34                | 109/34                |
| 219/1                 | 102/1                 |
| 219/2A                | 1022A                 |
| 219/2B                | 102/2B                |
| 219/3                 | 102/3                 |
| 220/3                 | 103/3                 |
| 220/4                 | 103/4                 |
| 220/5B                | 103/5B                |
| 221/7                 | 104/7                 |
| 221/11                | 104/11                |
| 221/8                 | 104/8                 |

|        |        |
|--------|--------|
| 220/1  | 103/1  |
| 220/2  | 103/2  |
| 217/33 | 109/33 |

**SECOND SCHEDULE****(Description of Project Property)**

FSI of 78,033.68 sq.mt.to be utilised on all those pieces and parcels of land situate, lying and being at village Bhayenderpada, Tal. and Dist. Thane, Registration and Sub-District Thane, within the local limits of Thane Municipal Corporation aggregately admeasuring 25,154.78 sq. mtrs. bearing Survey Nos. as appearing below.

| Sr. No. | Old Survey No. | New Survey No. | Survey Nos. renumbered upon surrender of reserved portion under D.P to TMC |
|---------|----------------|----------------|--|
| 1       | 195/1 (p)      | 91/1/1 (p)     | 91/1/1A  |
| 2       | 195/2 (p)      | 91/2 (p)       | 91/2A  |
| 3       | 217/30/1 (p)   | 109/30/1 (p)   | 109/30/1/B (p)   |
| 4       | 217/30/4 (p)   | 109/30/4 (p)   | 109/30/4/A   |
| 5       | 217/33         | 109/33         | 109/33   |
| 6       | 217/34         | 109/34         | 109/34   |
| 7       | 219/2 (p)      | 102/2 (p)      | 102/2B and 102/2C  |
| 8       | 219/3 (p)      | 102/3 (p)      | 102/3B (p)   |
| 9       | 220/4 (p)      | 103/4 (p)      | 103/4 (p)  |
| 10      | 220/5B (p)     | 103/5B (p)     | 103/5/B/2  |
| 11      | 220/3 (p)      | 103/3 (p)      | 103/3A (p)   |
| 12      | 219/1          | 102/1          | 102/1  |

**THIRD SCHEDULE**

Building no.1 to 7 consisting of Lower ground, one and two + upper ground + Podium 1 + Upper Stilt + 1 to 28 upper floors constructed on Project Property.

**FOURTH SCHEDULE**

Flat No. \_\_\_\_ on .....floor in Building no. \_\_\_\_ admeasuring \_\_\_\_ square meters of Carpet Area and Exclusive Areas of the Flat admeasuring \_\_\_\_\_ square meters along with \_\_\_\_ mechanical/surface parking space(s) situated in the basement/podium/stilt (“**Car Park(s)**”)

SIGNED AND DELIVERED by the )  
withinnamed M/s. **VIHANG ENTERPRISES,** )  
by its duly constituted attorney )  
\_\_\_\_\_ )  
in the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

**IN WITNESS**  
**WHEREOF** the  
Parties  
hereinabove  
named have set  
their respective

hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED by the )  
withinnamed **Developer** )  
**GODREJ GREENVIEW HOUSING** )  
**PRIVATE LIMITED** by its Authorized )  
Signatory \_\_\_\_\_ )

in the presence of : )

- 1. \_\_\_\_\_ )
- 2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

**RECIPT**

SIGNED AND DELIVERED by the  
withinnamed **Purchaser**, through its  
constituted \_\_\_\_\_ attorney  
Mr./Mrs./Ms. \_\_\_\_\_

in the presence of :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Received from  
within named  
Purchaser/s, a  
sum of **Rs.**  
\_\_\_\_\_-/-  
**(Rupees**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Only**) being  
part payment of  
the Total  
Consideration  
payable in terms

of this Agreement plus taxes vide RTGS/Telegraphic Transfer directly into the bank account of the Developer being  
Account No. \_\_\_\_\_ with \_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

We say received.

For **Godrej Greenview Housing Private Limited**

\_\_\_\_\_  
**Authorized Signatory**

**ANNEXURE A**

**LIST OF OWNERS**

**ANNEXURE B**

**LOCATION PLAN & ACCESS ROAD**

**ANNEXURE C**

**PHASE OF PROJECT**

**ANNEXURE D**

**DEVELOPMENT PERMISSION CERTIFICATE/COMMENCEMENT CERTIFICATE**

**ANNEXURE E**

**TITLE CERTIFICATE**

**ANNEXURE F**

**7/12 EXTRACTS**

**ANNEXURE G**

**LAYOUT PLAN**

**ANNEXURE G-1**

**CFO LAYOUT PLAN**

**ANNEXURE H (Colly)**

**FLOOR PLAN**

**ANNEXURE I**

**(List of specifications, fixtures and fittings in respect of the Flat / Building)**

**ANNEXURE J**

**FACILITIES**

**ANNEXURE K**

**COMMON AREAS**

**ANNEXURE L**

**REGISTRATION CERTIFICATE**