**AGREEMENT FOR SALE**

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

**Between**

**GODREJ PROPERTIES LIMITED, [PAN: AAACG3995M] [CIN: L74120MH1985PLC035308],** a Company incorporated under the Companies Act, 1956 having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), through its authorized representative Mr./Ms._____ authorized vide Board Resolution dated _____ of the **ONE PART**;

**And**

[***In case of Individuals***]
MR/MRS/MS. _____ (PAN_____), aged ____ years, an adult Indian Inhabitant, residing at _____;
MR/MRS/MS. _____ (PAN_____), aged _____ years, an adult Indian Inhabitant, residing at _____;
MR/MRS/MS. _____ (PAN_____), aged ____ years, an adult Indian Inhabitant, residing at _____, hereinafter collectively referred to as the "**Allotee(s)**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective successors, legal heirs, representatives, nominees, successors and permitted assigns), of the **SECOND PART**;

OR

[***In case of a partnership firm***]
_____ (PAN _____) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at _____ _____, hereinafter referred to as the "**Allottee**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners from time to time and heirs, executors, administrators and legal representatives of the last surviving partner ) acting through its duly authorized partner Mr. _____, of the **SECOND PART**;

OR

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

OR

[***In case of a LLP***]

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

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

**WHEREAS:**

A. By and under of a Deed of Conveyance dated 01st December, 2022 registered with the office of the Sub- Registrar, Borivali No. 6, Suburban District Bandra under Serial No. BRL-6-24129-2022 entered into between the Developer and Bombay Gowrakshak Mandali, the Developer is the absolute owner seized and possessed of all that piece and parcel of land and parcel of land admeasuring 75,328.10 square meters or thereabouts equivalent to 18.61 acres or acres consisting of CTS Number 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7, situate lying and being at Village Akurli, Taluka Goregaon (as per Property Register Cards), Taluka Borivali (as per 7/12 extracts), Suburban District Mumbai 400101 ("**Larger Land**"). The Larger Land is more particularly described in the **First Schedule** hereunder written and delineated by red colour on the plan annexed with this Agreement as **Annexure A (*Plan*)**.

B. As per the Relevant Laws, the Developer is mandatorily required to handover the following portions of the Larger Land to Municipal Corporation of Greater Mumbai ("**MCGM**") towards the corresponding reservations/setback, as shown and provided under the Layout Approval and Layout Approval Plan dated 11 January, 2024 approved by Brihanmumbai Municipal Corporation ("**BMC**")

bearing file number File No P-14453/2023)/R/S Ward/AKURLI R/S/302/1/New ("**Layout Plan**") :

(i) an area admeasuring 7794.21 square meters identified as **Sub Plot- B** on the Layout Plan, for ROS 1.5- Garden/ Park, delineated in dark green colour on the plan annexed with this Agreement as **Annexure A;**

(ii) an area admeasuring 4141.39 square meters identified as **Sub Plot- C** on the Layout Plan, for Cultural centre/ drama theatre/ theater + municipal school, delineated in magenta colour on the plan annexed with this Agreement as **Annexure A;**

(iii) an area admeasuring 830.28 square meters identified as **Sub Plot- D** on the Layout Plan, for proposed building for municipal maternity home, delineated in blue colour on the plan annexed with this Agreement as **Annexure A;**

(iv) an area admeasuring 1521.51 square meters identified as **Sub Plot- E** on the Layout Plan, for proposed building for multipurpose community center, delineated in dark blue colour on the plan annexed with this Agreement as **Annexure A;**

(v) an area admeasuring 589.81 square meters identified as **Sub Plot- F** on the Layout Plan, for homeless shelter area, delineated in orange colour on the plan annexed with this Agreement as **Annexure A;**

(vi) an area admeasuring 5541.60 square meters identified as **Sub Plot- G** on the Layout Plan, for ROS 1.5- Garden/ Park, delineated in light green colour on the plan annexed with this Agreement as **Annexure A;**

(vii) an area admeasuring 530.76 square meters identified as **Sub Plot- I/1** on the Layout Plan, towards setback area, delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**

(viii) an area admeasuring 574.27 square meters identified as **Sub Plot- I/2** on the Layout Plan, towards setback area (4), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**

(ix) an area admeasuring 793.44 square meters identified as **Sub Plot- I/3** on the Layout Plan, towards setback area (3), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**

(x) an area admeasuring 12.66 square meters identified as **Sub Plot- I/4** on the Layout Plan, towards setback area (2), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**

(xi) an area admeasuring 1059.46 square meters identified as **Sub Plot- I/5** on the Layout Plan, towards setback area (4), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**

(xii) an area admeasuring 4950.01 square meters identified as **Sub Plot- J/1** on the Layout Plan, towards proposed DP Road 18.30 meter, delineated in brown colour on the plan annexed with this Agreement as **Annexure A**; and

(xiii) an area admeasuring 981.28 square meters identified as **Sub Plot- J/2** on the Layout Plan, towards proposed DP Road 13.40 meter, delineated in brown colour on the plan annexed with this Agreement as **Annexure A.**

the portions of Larger Land detailed in Recital B (i) to (xiii) are hereinafter collectively referred to as "**Land Under Reservation**".

C. Although an area admeasuring 195.74 square meter out of the Larger Land, identified as **Sub Plot- H** on the Layout Plan and delineated in cyan colour on the plan annexed with this Agreement as **Annexure A**. It is clarified that the same is not in possession of the Developer and therefore, the Developer has not utilized but may utilize the Floor Space Index accruing from the said area in respect of the development undertaken by the Developer.

D. An area admeasuring 1516.68 square meters identified as EWS Building on the Layout Plan, delineated in light blue colour on the plan annexed with this Agreement as Annexure A ("**EWS Land**").

E. In furtherance thereto, the Developer has obtained the approval of the entire layout from BMC vide Intimation of Disapproval number P-17708/2023/(124 And Other)/R/S Ward/AKURLI-R/S/IOD/1/New dated 18th January, 2024 along with Intimation of Disapproval number P-17708/2023/(124 And Other)/R/S Ward/AKURLI-R/S/337/2/Amend dated 22.03.2024 ("**IOD**") for the development of the Larger Land. Accordingly, the Developer shall be undertaking the development of the Project (*defined hereinafter*) on an area admeasuring 44,294.99 square meters of thereabout in aggregate out of the Larger Land ("**Layout Land**"), which has been delineated in purple colour on the plan annexed as **Annexure A.** The Layout Land in more particularly defined under the **Second Schedule**. It is clarified that the Layout ioLand excludes the Land Under Reservation and EWS Land. Copy of the IOD is annexed herewith as **Annexure K**.

F. The Allottee(s) agree(s) and understand(s) that the approved Layout Plan and the IOD and conditions prescribed in relation to the same may be subjected to further revisions/ amendments/ modifications by MCGM and/or BMC, due to any change in Relevant Laws and/or revisions in approvals, from time to time. The Developer will accordingly be required to carry out the changes (if any) in the Layout Plan and the IOD, at its discretion and/or as per terms and conditions laid down by the relevant authorities from time to time as per Relevant Laws. It is also clarified that the Developer reserves the right in its absolute discretion to amend/alter/modify the Layout Plan (excluding the Phase) from time to time as it may deem fit and also to add and / or delete one or more floor/building/s having one or more wing from the Layout Plan (excluding the Phase) and /or also change the location of any of the buildings, amenities, and facilities in the Layout Plan (excluding the Phase) or change the nature of the building(s) proposed to be constructed on the Layout (excluding the Phase) or any modalities pertaining to the Land Under Reservation and the EWS Land, as per Relevant Laws.

G. The Larger Land is presently accessible from 27.45 meter wide Akurli Road identified as **Sub Plot- J/1** on the Layout Plan**.**.

H. The Developer is in the process of developing a residential project under the name and style of "**Godrej Reserve**" comprising of residential units, and commercial/retail area (**"Retail Area"**) along with Common Areas and Facilities of the Layout as provided in **Annexure B-Part I** (***Common Areas and Facilities of the Layout***), and such other developments as may be permitted on the Layout Land ("**Project**"). The Project will be developed in phase wise/ segment wise manner.

I. The Developer is currently developing a portion of the Project admeasuring

1,356.58 square meters or thereabouts ("**Phase Land**") comprising of 1 (one) tower consisting of upper ground floor plus 1st (first) to 8th (eighth) floor podium plus 9th (ninth) to 51st (Fifty First) floors ("**Tower(s)**") and such other developments as may be permitted, under the name and style of "**Godrej Reserve Wing 4**" ("**Phase**"). The Phase Land is more particularly described in the **Third Schedule** hereunder and delineated in black colour on the plan marked as **Annexure A**.

J. The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the Common Areas and Facilities of the Layout (as enlisted in **Annexure B-Part I**) are distributed across the Layout, including the Phase. These Common Areas and Facilities of the Layout shall at all times remain common and shall be shared by all the residents of the Layout Land including the Phase, but excluding the Retail Area. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Society/common organization of the Phase shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Layout by the other allottee(s)/member/s of the Layout Land. Further, the costs and charges towards such Common Areas and Facilities of Layout shall be shared between all the Allottee(s)/member/s of the Layout Land excluding that of the Retail Area. The Allottee(s) hereby acknowledge(s), confirm(s) and agree(s) to the same and accordingly gives his/her/their no-objection and permission towards the same.

K. The Allotee(s) agrees and understands that the Common Areas and Facilities of Wing 1 and Wing 2 (provided in **Annexure B- Part II)** shall be exclusive to the residents of Wing 1 and Wing 2 and shall at all times remain common and be shared by all the residents of Wing 1 and Wing 2 exclusively. Further, the costs and charges towards such Common Areas and Facilities of Wing 1 and Wing 2 shall be shared between all the allottee(s)/member/s of Wing 1 and Wing 2. The Allotee(s) also agrees and understands that the common areas and facilities provided within the footprint of any future tower/wing/phase/segment shall be exclusive to the residents of that respective tower/wing/phase/segment and shall at all times remain common and be shared by all the residents of such tower/wing/phase/segment exclusively. Further, the costs and charges towards such common areas and facilities shall be shared between all the allottee(s)/member/s of such tower/wing/phase/segment.

L. For the purpose of this Agreement, "**Relevant Laws**" means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

M. The Developer has appointed Kapadia Associates Design LLP ("**Architect**"), registered with the Council of Architects as their Architects and has entered into a standard agreement with them in the format prescribed by the Council of Architects.

N. The Developer has appointed Gokani Consultants and Engineers LLP ("**Structural Engineer**"), as structural engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project.

O. The Developer through its Architect had submitted the building plans in respect of the Project and MCGM has issued Development Permission bearing number P-

14453/2023/(124 And Other)/R/S Ward/AKURLI-R/S/302/1/New dated 06 July 2023. .

P. The Developer has also obtained commencement certificate from BMC bearing No. P-17708/2023/124andothers/R/S/Ward/Akurli-R/S/CC/1/New dated 25th January, 2024 along with Commencement Certificate vide File No. P-17708/2023/(124 And Other)/R/S Ward/AKURLI-R/S/CC/1/Amend dated **26th March, 2024** , copy of which is annexed hereto and marked as **Annexure C (*Copy of the Commencement Certificate*)**.

Q. A copy of the Layout Plan of the Project Land as approved by BMC is annexed hereto and marked as **Annexure D (*Copy of the Layout Plan*).**

R. The Developer has registered the Phase under the provisions of the Real Estate (Regulation and Development) Act 2016 ("**Act**") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("**Rules**") with the Real Estate Regulatory Authority at Maharashtra (MahaRERA), under project registration no. P51800054691. Copy of the registration certificate issued by MahaRERA is annexed herewith as **Annexure E (*Copy of the MahaRERA Registration Certificate*).**

S. The Developer has informed the Allottee(s) about all these aspects pertaining to the Project including applications, sanctions, permissions, proposed phase-wise / segment-wise development, Common Areas and Facilities of the Layout and the Allottee(s) agrees and acknowledges the same.

T. On demand from the Allottee(s), the Developer has given inspection to the Allottee(s) of all the documents of title relating to the Larger Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the rules and regulations made thereunder.

U. The authenticated copy of the Certificate of Title issued by DSK Legal, Advocates & Solicitors of the Developer along with the authenticated copies Property Register Cards or any other relevant revenue record have been annexed hereto and marked as **Annexure F (*Copy of the Certificate of Title*)** and **Annexure G (*Copies of the revenue records*)**, respectively.

V. The Developer has got some of the approvals from the Authority(s) to the plans, the specifications, elevations, sections and of the said Tower(s) and shall obtain the balance approvals from various Authorities from time to time, so as to obtain Occupancy Certificate of the said Tower(s).

W. While sanctioning the said Layout Plan, the concerned local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Layout Land and upon due observance and performance of which only the completion or occupancy certificate in respect of the Phase shall be granted by the concerned local Authority.

X. The Allottee(s) has applied to the Developer for allotment of a Flat No. _____ on _____ floor in Wing no(s). ____ ("**Flat**") being constructed in the Phase along with an exclusive right to use garage/covered car parking space at_____ level basement/podium/stilt/mechanical car parking unit bearing no. _____

admeasuring _____ sq.ft having _____ft. length x _____ft. breadth x _____ft. vertical clearance or an open car parking space without consideration bearing no. ____ admeasuring _____ sq.ft having_____ft. length x _____ft. breadth ("**Parking Space(s)**") as more particularly earmarked at **Annexure H** (***Plan showing Parking Space(s)***) as annexed hereto. The Carpet Area of the Flat is _____ square meters, Exclusive Areas (Balcony) is _____ square meters and Exclusive Areas (Utility area) is _____ square meters, collectively aggregating to _____ square meters ("**Total Area**"). For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee(s) and other areas appurtenant to the Flat for exclusive use of the Allottee(s).

Y. Copies of the plan of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by MCGM have been annexed and marked as **Annexure I (*Plan showing the Flat*)**. The specification to be provided in the Flat are enlisted in the **Annexure J (*Specifications*)** to this Agreement.

Z. The Developer has sole and exclusive right to sell the Flat to be constructed by the Developer in the Phase and to enter into Agreement/s with the Allottee(s) and receive the Total Consideration (*as defined herein*) in respect thereof.

AA. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

BB. The Developer is entitled and enjoined upon to construct the Phase in accordance with the recitals of this Agreement.

CC. Prior to the execution of the Agreement, the Allottee(s) has/ have paid to the Developer a sum of INR ..... (Indian National Rupees .....) only, being part payment towards the Total Consideration of the Flat agreed to be sold by the Developer to the Allottee(s), as advance payment (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee(s) has agreed to pay to the Developer the balance of the Total Consideration in the manner hereinafter appearing.

DD. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for Sale for the Flat with the Allottee(s), being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908.

EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Flat along with the exclusive right to use the Parking Space(s).

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

## 1. Construction

1.1 The Developer is developing the project on the Layout Land and currently launching the Phase comprising of the Tower(s) (*as defined in Recital G of the Agreement*) in accordance with the plans, designs and specifications as approved by MCGM from time to time. However, in order to further enhance design of the Tower(s), the Developer intends to construct upto 5 (five) additional floors of the said Tower, thereby increasing the height of Tower without impacting the Flat agreed to be purchased by the Allottee(s) and/or any amenity to be provided to the Allottee(s), provided that the same is approved by the relevant Government Authorities. In the event the Developer is unable to construct the additional floors in the Tower due to any reason whatsoever, the Tower will be constructed less than or equal to 56 (fifty six) floors, in accordance with the current sanctioned plans. In addition, thereto the Developer shall obtain prior consent in writing of the Allottee(s) in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat of the Allottee(s) except any alteration or addition required by any Government Authorities or due to change in law.

1.2 The Developer has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Layout Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Allottee(s) further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout Plan except for the 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 Structural Engineer and as required under Relevant Laws.

1.3 The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the Common Areas and Facilities of the Layout (as enlisted in **Annexure B-Part I**) are distributed across the Layout, including the Phase. These Common Areas and Facilities of the Layout shall at all times remain common and shall be shared by all the residents of the Layout Land including the Phase, but excluding the Retail Area. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Society/common organization of the Phase shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Layout by the other allottee(s)/member/s of the Layout Land. Further, the costs and charges towards such Common Areas and Facilities of Layout shall be shared between all the Allottee(s)/member/s of the Layout Land excluding that of the Retail Area. The Allottee(s) hereby acknowledge(s), confirm(s) and agree(s) to the same and accordingly gives his/her/their no-objection and permission towards the same.

1.4 The Allotee(s) agrees and understands that the Common Areas and Facilities of Wing 1 and Wing 2 shall be exclusive to the residents of Wing 1 and Wing 2 and shall at all times remain common and be shared by all the residents of Wing 1 and Wing 2 exclusively. Further, the costs and charges towards such Common Areas and Facilities of Wing 1 and Wing 2 shall be shared between all the allottee(s)/member/s of Wing 1 and Wing 2. The Allotee(s) also agrees and understands that the common areas and facilities provided within the footprint of any future tower/wing/phase/segment shall be exclusive to the residents of

that respective tower/wing/phase/segment and shall at all times remain common and be shared by all the residents of such tower/wing/phase/segment exclusively. Further, the costs and charges towards such common areas and facilities shall be shared between all the allottee(s)/member/s of such tower/wing/phase/segment.

**2. Description of Flat, Parking Space(s), Common Areas and Facilities of Layout and Total Consideration**

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

(a) a residential Flat of the aforesaid Total Area bearing no. ____, on the ___ floor of the Wing ___, which is more particularly described in the ____ **Schedule** hereunder written and shown in **red** on the plan thereof thereto annexed as Annexure I; along with

(b) an exclusive right to use garage/covered car parking space at_____ level basement/podium/stilt/mechanical car parking unit bearing no. _____ admeasuring _____ sq.ft having _____ft. length x _____ft. breadth x _____ft. vertical clearance or an open car parking space without consideration bearing no. ____ admeasuring _____ sq.ft having_____ft. length x _____ft. breadth ("**Parking Space(s)**") as more particularly delineated on the plan annexed as Annexure H,; along with

(c) the right to use the Common Areas and Facilities of the Layout, as more particularly described in the **Annexure B- Part I.**

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

2.3 The **Carpet Area** of the Flat is _____ square meters, **Exclusive Areas (Balcony)** is **_____** square meters and **Exclusive Areas (Utility area)** is **_____** square meters, collectively aggregating to **Total Area** of _____ square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital X above.

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

| **Sr.No.** | **Particulars of consideration** | **Rupees** |
|---|---|---|
| (i) | Towards the Carpet Area of the Flat. | |
| (ii) | Towards the Exclusive Area of the Flat. | |
| (iii) | Towards proportionate consideration for Common Areas and Facilities charges **[●]** calculated on the Carpet Area of the Flat. | |
| | **Total Consideration** | |

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

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

**3. Variation in Total Area**

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

**4. Payment Schedule and the manner of payment**

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

| **Sr. No.** | **Milestone** | **Percentage** | **Rupees** |
|---|---|---|---|
| (i) | Before Registration of this Agreement. | 10% | |
| (ii) | Immediately after execution and registration of this Agreement | 20% (total 30%) | |
| (iii) | On completion of Plinth of the Flat's building/wing | 15% (total 45%) | |
| (iv) | on completion of slabs including podiums and stilts of the Flat's building/wing | 25% (total 70%) | |
| (v) | On completion of the walls, internal plaster, floorings, doors and windows of the Flat | 5% (total 75%) | |
| (vi) | On completion of the sanitary fittings, staircases, lift wells, lobbies upto the ___ ***[please mention the floor on which the Flat is situated]*** floor | 5% (total 80%) | |
| (vii) | On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Flat's building/wing | 5% (total 85%) | |
| (viii) | On completion of Flat's building's/wing's lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement | 10% (total 95%) | |
| (ix) | At the time of handing over of possession of Flat or on receipt of | Balance | |

| | | | |
|---|---|---|---|
| | Occupation Certificate or Completion Certificate | | |
| | **Total:** | | |

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

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

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

4.3 All payments to be made by the Allottee(s) under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "**Godrej Kandivali Tower 4 Collection Account**".

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

| | | |
|---|---|---|
| Beneficiary's Name | : | Godrej Kandivali Tower 4 Collection Account |
| Beneficiary's Account No. | : | 924020007192206 |
| Bank Name | : | Axis Bank |
| Branch Name | : | Fort Branch |
| Bank Address | : | Jeevan Prakash Building, Ground Floor, Sir Phirozshah Mehta Rd, Fort, Mumbai, Maharashtra 400001 |
| Swift Code | : | AXISINBB |
| IFSC Code | : | UTIB0000004 |

4.5 In case of the Allottee(s) entering into any financing arrangement with any financial institution with respect to the purchase of the Flat, the Allottee(s) undertake/s to direct such financial institution to and shall ensure that such financial institution disburses and pays all such installment due and payable towards the Total Consideration to Developer through an account payee cheque/demand draft drawn in favour of "**Godrej Kandivali Tower 4 Collection Account**". The Allottee(s) agrees that in the event the Allottee(s) avails any loan/or loan facilitation services from any external third party, the Allottee(s) shall do so at his/her own cost and expense and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee(s) may have incurred due to the loan/or loan facilitation services so availed.

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

payments from third parties under the following criterion:

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

4.7 Further, at the express request of the Allottee(s), the Developer may at its sole discretion offer a rebate to the Allottee(s) in case the Allotte(s) desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee(s) complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The early payments received from the Allottee(s) under this clause shall be adjusted against the future milestone payment due and payable by the Allottee(s).

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

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

4.9 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee(s) is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 20 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Indian National Rupees Five Thousand only) along with applicable taxes for dishonor of a particular payment instruction for first instance and for second instance the same would be INR10,000/- (Indian National Rupees Ten Thousand only) along with applicable taxes in addition to the Interest for delayed payment. Thereafter, no cheque will be accepted by the Developer and payments shall be accepted through bank demand draft(s) only.

4.10 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("**Authorities**") from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, premium or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect

along with the demand letter being issued to the Allottee(s), which shall only be payable along with subsequent payments.

**5. Taxes**

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

5.2 For the purpose of this Agreement,

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

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

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

**6. Tax Deducted at Source**

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

**7. Payment of Other Charges**

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

| **Sr.No.** | **Particulars** | **Rupees** |
|---|---|---|
| (i) | Estimate amounts for charges plus GST 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:** | |

The Allottee(s) agrees that the Developer shall have a right to adjust the amounts incurred by the Developer towards the maintenance and upkeep of the Phase, Common Areas and Facilities of the Layout (excluding the amounts incurred/ to be incurred by the Developer towards the maintenance and upkeep of Common Areas and Facilities of Wing 1 and Wing 2) from the amounts to be paid by the Allottee under Clause 7.1 (i) and (ii) of the Agreement, without any reference to the Alottee(s)/ Common Organization / Apex Body/ Apex Bodies. The Developer shall have the right to keep the amounts collected towards the corpus funds from the allottees under any fixed deposit with a scheduled bank of its own choice and as per the discretion of the Developer. The Developer shall transfer the aforesaid amounts to the Common Organization / Apex Body/ Apex Bodies, subject to the aforesaid deductions/ adjustments and the same is confirmed and agreed by the Allottee/ Common Organization / Apex Body/ Apex Bodies.

7.2 The Allottee(s) shall on demand pay to the Developer the following amounts along with applicable taxes:

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

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

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

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

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

**9. Developer to appropriate dues**

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

**10. Time is of essence**

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

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

**11. Interest**

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

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

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

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

**12. Floor Space Index**

12.1 The Developer declares that FSI available as per approval received as on date in respect of the Phase Land is approximately 36,276.50 square meters (including fungible FSI) and the Developer has planned to utilize FSI of 39,509.58 square meters (including fungible FSI) on the Phase by utilizing portion of the FSI of the Layout Land or by availing of transferable development rights (**"TDR"**) or FSI available on payment of premiums or or exchange of FSI with another plot or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

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

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

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

12.5 Neither the Allottee(s) nor any of the other Allotteess of the flat(s)/premises/units in the buildings being constructed on the Layout Land nor the Common Organization/ Apex Body / Apex Bodies to be formed of Allotteess of flat(s)/premises/units in such buildings shall be entitled to claim any FSI and/or TDR howsoever available on the Layout Land. All FSI and/or TDR at any time available in respect of the Layout Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and towers / Common Areas and Facilities of the Layout is transferred/ conveyed to the Common Organization / Apex Body / apex bodies in the manner set out herein below.

12.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Layout Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall

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

12.7 It is also agreed by the Allottee(s) that even after the formation of the Common Organization/ Apex Body/ Apex Bodies, the Developer, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Layout Land and shall thereby continue to retain full right and authority to develop the Layout Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or 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

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 Allottee(s) obtain from the concerned local Authority, an occupancy certificate in respect of the Flat.

## 14. Possession

14.1 The Developer shall: (a) offer possession of the Flat to the Allottee(s), on or before **15th December 2029** ("**Delivery Date of the Flat**"); (b) deliver the Common Areas and Facilities of the Layout on or before 30th June 2032, subject to the Allottee(s) being in compliance of all its obligations under this Agreement including without limitation timely payments of amounts) ("Delivery Date of Common Areas and Facilities").

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

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

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

14.3 Further, in the event the Developer is unable to offer possession of the Flat on or before the Delivery Date for any reasons other than those set out in the foregoing

then on demand in writing by the Allottee(s), the Developer shall refund the amounts received from the Allottee(s) along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Developer to the Allottee(s), the Allottee(s) agree(s) and acknowledge(s) that the Allottee(s) shall not have any right, title interest in the Flat, and the Developer shall be entitled to deal with the same at its sole discretion.

## 15. Manner of Taking Possession

15.1 The Allottee(s) shall take possession of the Flat within 15 (fifteen) days from the date of 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 Allottee(s). Upon receiving possession of the Flat or upon expiry of the said 15 days from offering of the possession ("**Possession Date**"), the Allottee(s) shall be deemed to have accepted the Flat in consonance with this Agreement, and shall thereafter, pay the maintenance charges as mentioned in this Agreement to the Developer and/or Common Organization/ Apex Body/ Apex Bodies and/or Facility Management Agency appointed by the Developer, as the case may be. The Allottee(s) expressly understands that from the Possession Date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Allottee(s).

15.2 The Allottee(s) hereby agree/s that in case the Allottee(s) fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Allottees shall in addition to the above, pay to the Developer holding charges at the rate of INR 170/- (Indian National Rupees One Hundred Seventy only) per month per square meter of the Total Area of the Flat, subject to applicable taxes ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities of the Layout 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 Allottees in relation to its deterioration in physical condition.

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

## 16. Outgoings

16.1 From the Possession Date, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the Layout Land namely local taxes, betterment charges or such other levies by the concerned local Authority and/or

Government, water charges, insurance, common lights, repairs and salaries of clerk's bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Layout Land and building/s.

16.2 Until the conveyance of the Layout Land to the Common Organization/ Apex Body/ Apex Bodies in accordance with Clause 21, the Allottee(s) shall pay to the Developer such proportionate share of outgoings as may be determined by the Common Organization/ Apex Body/ Apex Bodies. The Allottee(s) further agrees that till the Allottee(s)'s share is so determined, the Allottee(s) shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Allottee(s) to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of Common Organization/ Apex Body as aforesaid. On such conveyance being executed the remaining amount of deposits collected from the Allottees shall be paid over by the Developer to the Common Organization.

16.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

## 17. Defect Liability Period

17.1 If the Allottees brings to the notice of the Developer any structural defect in the Flat/Tower(s) within a period of five years or such further period as may be prescribed under Relevant Laws (as amended from time to time) from the date of intimation of possession to the Allottee(s), on account of workmanship, quality or provision of service, then such defect shall, wherever possible, shall be rectified by the Developer without any further charge to the Allottee(s).

17.2 In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Relevant Laws, having regard to the nature of defect, then the Developer shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s)/ the Common Organisation / Apex Body/ Apex Bodies the maintenance agency, as the case may be. The Allottee(s) hereby agrees to such additional time/extension of time.

17.3 However, it is further agreed between the Parties hereto that, after the Possession Date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee(s) and/or any other allottee(s)/ third party in the Phase or failure of the Allottee(s) to maintain Flat in a diligent manner or non-compliance of any applicable laws by the Allottee(s); any force majeure events; where the manufacture warranty expires and the Allottee(s)/ Common Organisation / Apex Body/ Apex Bodies fails to renew the annual maintenance contracts during the defect liability period.

17.4 It is further agreed between the Parties hereto that, the Phase as the whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Flat and the Common Areas and Facilities of the Layout, wherever applicable. The Developer having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties

provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Allottee(s) directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Developer / the manufactures/ the maintenance agency / the Common Organisation / Apex Body/ Apex Bodies.

17.5 It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee(s) and/or any other allottees in the Phase including Tower or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee(s) and/or any other allottee/person in the Phase. The Allottee(s) is/are aware and agree(s) and confirm(s) that the Flat along with the Common Area of the Layout shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee(s) is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove are not permissible and will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee(s)/ Common Organisation / Apex Body/ Apex Bodies shall have no claim(s) of whatsoever nature against the Developer in this regard. It is hereby clarified that the Allottee(s) shall not be entitled to carry out any changes within the Flat without express written consent of the Developer and without sanction from the competent Government Authorities in accordance with the Relevant Laws.

[Note: this addition only states what is impliedly provided in the Act viz. that the defect liability is not applicable in case such defect is caused by the Allottee(s)]

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

## 18. Foreign Exchange Management Act

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

writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

## 19. Anti-Money Laundering & Benami

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

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

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

## 20. Default By Allottee(s)

20.1 In the event if:

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

(ii) fails to comply with its obligations, terms conditions as set out in this Agreement,

then Without prejudice to the right of the Developer to charge interest in terms of Clause 11.1, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee(s) committing three defaults of payment of instalments and/or the Allottee(s) failing to comply with any of his/her/their/its obligations, terms conditions as set out in this Agreement the Developer shall at its own option may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee(s), by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee(s) (subject to adjustment and recovery of any agreed liquidated damages, such as Non-Refundable Amounts (*defined hereinafter*) or any other amount which may be payable to Developer) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee(s) to the Developer.

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

20.3 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee(s) executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, as an authorized constituted attorney of the Allottee(s) and the Allottee(s) hereby acknowledges and confirms. The Parties further confirm that any delay or default in the execution/ registration of the Deed shall not prejudice: (i) the termination of this Agreement; and (ii) the right of the Developer to forfeit and refund the balance to the Allottee(s); and (iii) the right of the Developer to sell/transfer the Flat including the exclusive right to use the Parking Space(s) to any third party, as per its discretion. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such termination. Notwithstanding, the above, in the event the Allottee(s) fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall *ipso facto* stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

20.4 Termination by Allottee(s) prior to receipt of Occupation Certificate.

In the event, the Allottee(s) intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Allottee(s) shall give a prior written notice of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement ("**Notice**"). Upon receipt of the Notice by the Developer, the termination at the instance of the Allottee(s) shall be dealt with in accordance with Clause 20.2 and Clause 20.3 and the Developer shall be entitled to forfeit the Non-Refundable Amounts and any other amount which may be payable by the Allottee(s) to Developer before such termination.

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

20.6 Upon such termination, the Allottee(s) agree(s) and acknowledge(s) that the Allottee(s) shall not have any right, title and/or interest in the Flat and/or Parking Space(s) and/or the Layout and/or the Layout Land and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Flat at its sole discretion.

## 21. Association Structure

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

(i) The Allottee(s) along with other allottee(s) of flat(s) in the Phase shall join in forming and registering the society or association or a limited company or condominium or combination of them in respect of each building(s)/tower(s)/component comprised in the Phase ("**Common Organization(s)**"), within a period of 3 (three) months of the majority (i.e. within three months of booking of 51% units in the project) of the allottees/ Allottees have booked their flat, and/or on receipt of occupation certificate of the Phase whichever is earlier, by such name as the Developer may decide and for this purpose, from time to time, duly fill in, sign and execute and return to the Developer within seven days of its receipt, the application, documents, other paper including the bye-laws of the proposed Common Organization(s) with respect to the formation and registration and/or becoming a member/ of the Common Organization(s). No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent Authority.

(ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Body**") for the entire development or separate apex association / Apex Body / Apex Bodies (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Bodies**") for each of residential and commercial zones/ Layout Land/ Phase Land /Larger Land, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Layout Land including the Common Areas and Facilities of the Layout at such time and in such a manner as the Developer may deem fit to be known by such

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

(iii) with a view to preserve the intrinsic value of the Phase 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 Phase , without any reference to the Allottee(s) and other occupants of the Phase , even after formation of the Common Organization/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee(s) hereby gives their unequivocal permission for the same. For this purpose, the Developer may, in its discretion provide suitable provisions in the constitutional documents of Common Organization/Apex Body/Apex Bodies.

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

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

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

21.4 The Allottee(s) agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / 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 Allottee(s) agree(s) not to object to

any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / Apex Body / Apex Bodies for the association. The Allottee(s) shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other Allottees of flat(s)/premises/units in the Tower(s) . The Allottee(s) shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / Apex Body / Apex Bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee(s), if any changes or modifications are made in the draft bye-law of the 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 Allottee(s) hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

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

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

**22. Facility Management Company**

22.1 By executing this Agreement, the Allottee(s) agree/s and consent/s to the appointment of **Godrej Living Private Limited**, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 or any other by the Developer of any agency, firm, corporate body, organization or any other person nominated by the Developer ("**Facility Management Company**") to manage, upkeep and maintain the Phase /Layout together with other buildings and the Layout Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain Common Areas and Facilities of the Layout. The Allottee(s) hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Phase /Layout (including the Allottees' proportionate share of the outgoings as provided under Clause 7 above). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Phase /Layout, at its sole discretion, and without any concurrence from Allottee(s) / Common Organization/ Apex Body/ Apex Bodies. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Common Organization/ Apex Body/ Apex Bodies. The Allottee(s) hereby grants his/her/their/its permission confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company ("**FM Agreement**"). It is hereby clarified and the Allottee(s) agrees and authorizes the Developer to appoint the first Facility Management Company in the Phase /Layout and post formation of the Common Organization/ Apex Body/ Apex Bodies, as the case may be, the Developer will novate the FM Agreement in favor of the Common Organization/ Apex Body/ Apex Bodies, as the case may be

have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the Allottees in the Phase /Layout are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such FM Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/or Common Organization/ Apex Body/ Apex Bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Phase /Layout and/or Common Areas and Facilities of the Layout thereto.

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

22.3 The Allottee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Phase /Layout, Common Areas and Facilities of the Layout and use of the Flat/ parking areas by the Allottee(s) for ensuring safety and safeguarding the interest of the other Allottees of flat(s)/premises in the Current Phase / Layout and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and other Allottees of flat(s) in this regard.

**23. Fit out Manual**

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

23.2 Upon the possession of the Flat being delivered to the Allottee(s), the Allottee(s) shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Current Phase 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 Allottee(s) or his agents and the Allottee(s) shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee(s) or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Flat 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 Phase /Phase(s) and/or Allottees therein, the Allottee(s) permits 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 Allottee(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 Allottee(s) to the best of its knowledge as on date as follows:

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

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Layout Land and shall obtain requisite approvals from time to time to complete the development of the Phase ;

(iii) There are no encumbrances upon the Flat or Layout Land or the Phase except those disclosed in the title report, if any;

(iv) There are no litigations pending before any court of law with respect to the Layout Land or Phase except those disclosed in the title report and the RERA website;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Layout Land and the Phase are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authorities with respect to the Layout Land and the Phase shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to development of the Phase / Phase(s) ;

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Layout Land, including the Phase and the Flat which will, in any manner, adversely affects the rights of Allottee(s) under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Flat to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the Apex Body/ Apex Bodies, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas to the Apex Body/ Apex Bodies of the Allottee(s);

(x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the Phase /Phase(s) to the competent Authorities as per terms and conditions of this Agreement;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Layout Land and/or the Phase except those disclosed in the title report.

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

25.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Layout Land and any common rights of ways with the Authority to grant such rights to the Allottee(s) and/or users of flat(s)/premises in the buildings being constructed on the Layout Land (present and future) at all times and the right of access to the Layout Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Layout Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Layout Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Layout Land appurtenant to each and every building to be constructed on the Layout Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of flat(s)/premises in building constructed on the Layout Land till such time the Layout Land is handed over to the Common Organization/ Apex Body.

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

**26. Brand Name & Phase Name**

26.1 It is agreed by the Allottee(s) that the name of the Phase "Godrej Reserve Wing 4" or of the individual towers may be changed at the sole discretion of the Developer in accordance with the Relevant Laws.

26.2 It is further agreed by the Allottee(s) that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("**Brand Name**") shall at all times be subject to the sole control of Godrej Properties Limited ("**GPL**"). It is agreed and accepted by the Allottee(s) that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Phase including Layout Land and the Tower(s). However, it shall be the sole discretion of GPL to associate its name / Brand name with the Common Organization / Apex Body (which would be formed gradually), on such terms and conditions as may deem fit by GPL. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held

exclusively by the GPL. The Allottee(s) further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Allottee(s) and the Common Organization / Apex Body of the Apartment/Flat Allottees shall not be entitled to change the name of the Phase / Tower(s) without written consent of GPL.

**27. Representations by Third Parties**

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

**28. Transfer**

Only after handover of possession of the Flat, the Allottee(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 Allottee(s) shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, payment of applicable statutory fees, the Allottee(s) submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee(s) under this Agreement and payment of applicable transfer / administrative fee of INR 2,422/- (Rupees Two Thousand Four Hundred Twenty Two 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 Allottee(s)**

29.1 The Allottee(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 Allottee(s)'s own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the building in which the 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 Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the 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 Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the 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 Allottees' 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 Layout Land 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 Flat in the compound or any portion of the Layout Land and the building in which the Flat is situated.

(vii) ensure that the dry and wet garbage shall be separated and the wet garbage generated in the building/ wing shall be treated separately on the Layout Land by the residents/occupants of the building/Wing.

(viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

(ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee(s) for any purposes other than for the purpose for which it is sold.

(x) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottees of flat(s)/premises in the Tower or other occupants or users of the Tower, or visitors to the Tower, and also occupiers of any adjacent, contiguous or adjoining properties;

(xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee(s);

(xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Tower, without the prior written permission of the Developer/Common Organisation(s)/concerned Authorities;

(xiii) After possession of the Flat is handed over the Allottee(s), the Allottee(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 Allottee(s) and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

(xv) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee(s) to the Developer under this Agreement are fully paid up.

(xvi) The Allottee(s) shall observe and perform all the rules and regulations which the 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 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 Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the society/limited company/Apex Body/federation regarding the occupancy and use of the Flat in the Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xvii) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of society/limited society, the Allottee(s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

(xix) Usage of Flat Areas & Parking Space by Allottees

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

(xx) The Allottee(s) hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample 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 the same. The Allottee(s) has/have not relied on the same for his/her/their/its decision to acquire the Flat in the Current Phase and also acknowledges that the Allottee(s) has/have seen all the sanctioned layout plans and the time schedule of completion of the Phase .

(xxi) The Allottee(s) undertakes that the Allottee(s) has/have taken the decision to purchase the Flat in the Current Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee(s) by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

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

(xxiii) The Allottee(s) agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Parking Space (s) by concerned authorities due to non-payment by the Allottee(s) or any other Flat Allottees of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause 4.1 of this Agreement or as and when demanded by the Developer.

(xxiv) The Allottee(s) hereby agreed and understands that the Allottees of the retail/ commercial component of the Project/ Layout Land shall have the right to place/erect hoarding/s on their respective retail/ commercial units or any other part of the Project/ Layout Land as may be agreed between such Allottees and the Developer, and the Allottee(s)/ Common Organization/ Apex Body agree/s not to dispute or object to the same.

(xxv) The Allotee(s) agrees to indemnity and keep indemnified the BMC and or MCGM against any action pending on existing structure; (b) against any legal dispute of plot/ownership; (c) Damages, risk, accidents etc & nuisance to occupier & neighborhood during construction; (d) against any litigation, claims, disputes arising out the proposed inadequate width/sizes of kitchen/rooms, AVS, etc. (e) that more height of stilt will not be misused; (f) against inconvenience/accident caused due to installation of mechanized stack parking ; (g) inadequate ratio of Car parking; (h) deficient open spaces and future development of neighborhood shall not be submitted before CC.

(xxvi) The Allottee(s) agrees, understands and acknowledges that: (a) the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future; (b) the Allottee(s) agrees for no objection for the neighbourhood development with deficient open space in future; (c) the Allottee(s) shall not hold M.C.G.M. liable for failure of mechanical Parking system in future; (d) there is inadequate maneuvering space of car parkings or inadequate car parking and Allottee(s) will not make any complaint to M.C.G.M. in this regard in future; (e) the additional parking spaces will be surrendered to MCGM free of cost if full FSI including fungible is not utilized by way of submitting amended plans; (f) Mentioning that no complaints of whatsoever nature from prospective occupants/ buyers as regards parking spaces arrangement and inadequate aisle space shall not be entertained.

(xxvii) The Allottee(s) shall ensure that the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately as the same plot by the resident/occupants of the building in the jurisdiction of MCGM.

## 30. Rights of the Developer

### 30.1 Hoarding rights

The Allottee(s) hereby permits that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Layout Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance/ transfer to the Common Organization/ Apex Body in accordance with Clause 21 and the Allottee(s) agree/s not to dispute or object to the same. The Developer/ shall not be liable to pay any fees / charges to the Common Organization/ Apex Body for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

### 30.2 Retention

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

### 30.3 Unsold flat

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

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

### 30.4 Basement/Podiums

The Allottee(s) hereby agree and understands that the Developer shall divide the basement into parking spaces, store rooms, storage spaces and any other areas

as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

**30.5 Assignment**

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

**30.6 Additional Construction**

The Allottees hereby agrees that the Developer shall be entitled to construct any additional area/structures in the Layout/ Layout Land excluding Current Phase 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 Allottee(s) and/or the Common Organization/ Apex Body, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottee(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 Layout Land.

**30.7 Mortgage & Security**

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

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

The Developer has informed the Allottee(s) and the Allottee(s) is/are aware & agree that in order to provide a common and better quality service the Developer shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Tower and other buildings constructed / to be constructed upon the Layout Land. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to

the Developer alone. In view thereof, the Allottee(s) and /or other occupants of flat(s)/premises in the Tower shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Allottee(s) and/or occupants of flat(s)/premises in the Tower 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 Allottee(s) to the Flat and Common Areas and Facilities of the Layout**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Flat or of the Layout Land and buildings or any part thereof. The Allottee(s) shall have no claim save and except in respect of the 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 is transferred to the Common Organization/ Apex Body.

**33. Binding effect**

Executing this Agreement with the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer until the Allottee(s) appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer.

**34. Entire agreement**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Flat, as the case may be.

The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Phase shall equally be applicable to and enforceable against any

subsequent Allottee(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**

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

**37. Right to Amend**

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

**38. Waiver**

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

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

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

**40. Further assurances**

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

**41. Place of execution**

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

**42. Present for registration**

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

**43. Notices**

43.1 Any notice, demand or other communication including but not limited to the Allottees' 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 Allottees:**

| | | |
|---|---|---|
| Name | : | _____ |
| Address | : | _____ |
| Notified E-mail ID | : | _____ |

**To the Developer:**

| | | |
|---|---|---|
| Name | : | Godrej Properties Limited |
| Address | : | Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079, Maharashtra, India |
| Notified E-mail ID | : | _____ |

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

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

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

**45. Joint Allottee(s)**

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

**46. Stamp duty and Registration charges**

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

**47. Dispute Resolution**

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

**48. Governing Law**

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

**FIRST SCHEDULE**
**(Description of the Larger Land)**

All that piece and parcel of land and parcel of land admeasuring 75,328.10 square meters or thereabouts equivalent to 18.61 acres, consisting of CTS Numbers 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7, at Village Akurli, Taluka Goregaon (as per Property Register Cards), Taluka Borivali (as per 7/12 extracts) Suburban District Mumbai 400101 and bounded as follows:

| | |
|---|---|
| North | Akurli road, CTS 144/1, 145 |
| South | CTS no. 116 |
| East | Western Express Highway |
| West | CTS no. 130, 123 |

**SECOND SCHEDULE**
**(Description of the Layout Land)**

All that piece and parcel of land and parcel of land admeasuring 44,294.99 square meters, consisting of CTS Numbers 146/1(pt), 146/2(pt), 146/3(pt), 146/4(pt), 146/4, 146(pt), 146/7(pt), 125(pt), 126(pt), 127(pt), forming part of the Larger Land, , at Village Akurli, Taluka Goregaon (as per Property Register Cards), Taluka Borivali (as per 7/12 extracts), Suburban District Mumbai 400101 and bounded as follows:

| | |
|---|---|
| North | Akurli Road, CTS 144/1, 145 |
| South | CTS no. 116 |
| East | CTS 146(pt), 146/3(pt), 146/7(pt) Prop. 18.30 mtr DP road |
| West | CTS no. 125(pt), 126(pt), 127(pt), 146/1(pt), Prop. 13.40 mtr DP road |

**THIRD SCHEDULE**
**(Description of the Phase Land)**

All that piece and parcel of land and parcel of land admeasuring 1,356.58 square meters or thereabouts, consisting of CTS Number 146 (pt), at Village Akurli, Taluka Goregaon (as per Property Register Cards), Taluka Borivali (as per 7/12 extracts), Suburban District Mumbai 400101 and bounded as follows:

| | |
|---|---|
| North | Extended Podium, CTS 145 |
| South | LOS, CTS no. 116 |
| East | LOS, Prop. 18.30 meter DP road |
| West | Wing-5 |

forming part of Layout Land which further forms part of Larger Land.

**FOURTH SCHEDULE**
**(Description of Flat)**

Flat No. _____ on ____ floor in building(s)/Wing no(s). **Godrej Reserve Wing 4** admeasuring _____ square meters of Carpet Area, Exclusive Areas (Balcony) admeasuring _____ square meters and Exclusive Areas (Utility area) admeasuring _____ square meters aggregating to _____ square meters along with an exclusive right to use garage/covered car parking space at_____level basement/podium/stilt/mechanical car parking unit bearing no. _____ admeasuring _____ sq.ft having _____ft. length x _____ft. breadth x _____ft. vertical clearance or an open car parking space without consideration bearing no. ____ admeasuring _____ sq.ft having_____ft. length x _____ft. breadth ("**Parking Space(s)**")

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

SIGNED AND DELIVERED by the withinnamed **Developer**, **Godrej Properties Limited** through its constituted attorney Mr./Mrs./Ms._____

in the presence of :
1. _____
2. _____

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

in the presence of :
1. _____
2. _____

SIGNED AND DELIVERED by the withinnamed **Allottee(s)** _____, through its Authorized Signatory/representative vide Board/Partner's Resolution dated _____

In the presence of :
1. _____
2. _____

**RECEIPT**

Received from within named Allottee(s), a sum of **Rs._____/- (_____)** being part payment of the Total Consideration payable in terms of this Agreement plus taxes vide RTGS/Telegraphic Transfer directly into the bank account of the Developer being Account No. 924020007192206 with Axis Bank, Fort Branch.

We say received.
For **GODREJ PROPERTIES LIMITED**

**Authorized Signatory**