

APPLICATION FORM

Sales order No :	Customer ID:	Date:
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To,	
Godrej Properties Limited (" Developer "), Besa, Ghogli Road, Nr. Podar International School, Village Ghogli (gra), Taluka Nagpur Gramin, District Nagpur - 440027	

1	2	3

I/We, the Applicant/s mentioned below, request that I/we be allotted a plot in the residential Project "Godrej Orchard Estate", situated at Village Ghogli, Taluka Nagpur Gramin, District Nagpur ("**Project**") details whereof are as under and in terms of this Application Form, which are more particularly mentioned in **Annexure A** (Terms and Conditions).

1. **APPLICANT/S DETAILS**

IN CASE OF INDIVIDUAL			
	1st Applicant/s	2nd Applicant/s	3rd Applicant/s
Full Name (in capital)			
Date of Birth			
PAN			
Nationality & Residential Status			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			

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

In case of Company/ Partnership Firm/ LLP /Trust / HUF	
Name	
Date of Incorporation/ Formation	
PAN/CIN/LLPIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta/Trustee	

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

Company/Partnership Firm/LLP/Trust/HUF as may be applicable.

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

5. DETAILS OF PLOT ("PLOT") SALE CONSIDERATION AND ESTIMATED OTHER CHARGES

I.	Plot Details		
	A	Details of Plot	Plot No.: _____. The copy of the layout plan demarcating the Plot is attached as Annexure ____ .
	B	Total Area of Plot (in square meters)*	
	C	Common Recreational Amenities / Facilities of the Project	As per Annexure "B"
II.	Sale Consideration		
	A	Towards the Plot	Rs. _____/-
	B	Basic infrastructure development charges	Rs. _____/-
		Common Recreational Amenities/ Facilities	

	development charges	
	Total (Rounded off)	Rs. _____/- (Rupees _____ Only)
C	Payment Schedule	As per Annexure ____.
III.	Estimated Other Charges	As per Annexure ____.

* **“Total Area of the Plot”** means the net dimension of the Plot for exclusive use of the Applicant/s.

6.	In addition to the Sale Consideration, Estimated Other Charges, I/we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:	
a)	All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax, lease rent, lease premium, if any applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies (" Statutory Charges/ Other Charges ") in respect of the Plot and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me/us.	
b)	The Applicant/s hereby confirms and acknowledges that under Section 194-IA of the Income Tax Act, 1961, it is the Applicant/s responsibility for timely deduction of TDS and payment of the same to the authorities. Any default, penalty, claim or demand arising on account of the Applicant/s failing to deposit the deducted TDS amount or to submit the original TDS certificate shall be exclusively on the Applicant/s' account as per applicable Relevant Laws, to which the Applicant/s hereby agree and confirm to indemnify and keep indemnified the Developer at all times.	
c)	All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Plot including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale (as defined below) as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Developer. I/We understand that, under the GST Law, a notified class of registered persons have to upload specified details on Invoice Registration Portal (“IRP”) of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of Invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on Invoice to be issued by such registered person to the registered buyer. In relation thereto the I/we am/are providing declaration as annexed hereto as Annexure ____. For the purpose of this Application Form, "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. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.
7.	I/We further confirm that I/we am/are submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Common Areas and common amenities/facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party. I/We am/are aware and I/we confirm that the advisements / publicity material released does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“ RERA ”) read with the applicable Rules framed thereunder and I/we am/are not relying on the same for my/our decision to purchase the Plot. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel, by the Developer or any third party. I/We acknowledge that I/we have not relied upon the interiors depicted/illustrated in marketing collaterals/ the sample plot and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout/ furnishing options without any obligation on the part of the Developer to provide the same. I/We acknowledge that areas, specifications, plans, images and other details are indicative and are subject to change.
8.	I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer or any of its affiliates with respect thereto.
9.	Save and except the information / disclosure contained herein and on RERA website, I/we confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement for Sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement for Sale or the RERA website.
10.	I/We have fully read and understood the Terms and Conditions attached hereto as Annexure A which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.
11.	I/We have taken the decision to purchase the Plot in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the

	amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.																		
12	I/We hereby confirm that, I/we have made the payment of the Application Money (i.e. the money tendered with this Application Form) towards the Plot, details whereof are as under: <table border="1"> <thead> <tr> <th>Payment Type</th> <th>Bank Name</th> <th>Amount</th> <th>Branch</th> <th>Transaction ID</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> I/We hereby understand that any payment shall be subject to realization and/or actual credit in Developer's bank account.				Payment Type	Bank Name	Amount	Branch	Transaction ID										
Payment Type	Bank Name	Amount	Branch	Transaction ID															
13	In the event, the Developer is required to refund any amounts in terms of this Application Form, the Developer may refund such amounts in the below Bank account. I/We agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of my/our failure in this regard. <table border="1"> <thead> <tr> <th>Name of Account Holder</th> <th>Bank Account No.</th> <th>Name of the Bank and Branch</th> <th>IFSC</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC											
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Annexure B1
Layout of Plot

Annexure B2
Common Recreational Amenities / Facilities of the Project

Annexure C
Payment Schedule & Estimated Other Charges

ANNEXURE E
TERMS & CONDITIONS

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

1. The Applicant/s is/are aware that :
 - (i) The Developer vide Deed of Conveyance dated 27th April, 2022 registered in the office of the Sub-Registrar of Assurances, Nagpur, under Document Serial No. 3457 of 2022 and executed by and between the Developer herein (*therein referred to as the purchaser*) and Mr. Vimalkumar Prahladrai Agrawal, Sarojdevi Vimalkumar Agrawal, Mr. Sandeep Vimalkumar Agrawal (HUF), Mr. Vishal Vimalkumar Agrawal (HUF), Mr. Alok Vimalkumar Agrawal (HUF), Ms. Vinita Atulkumar Gupta, Ms. Shyamadevi Omprakash Agrawal, Mr. Raju Omprakash Agrawal, Mr. Harsh Omprakash Agrawal and Mr. Anand Omprakash Agrawal (*therein collectively referred to as the Vendors*), is the lawful owner of all those contiguous block of lands, bearing Survey Nos. 19/1/A, 19/1/B, 19/8, 19/9, 19/10 and 19/11 admeasuring in the aggregate 23 Hectares 74 Ares and situate, lying and being at Village Ghogli, Taluka Nagpur Gramin, District Nagpur (hereinafter referred to as “**said Land**”) on terms mentioned in the said Conveyance Deed
 - (ii) The Developer currently proposes to develop a portion of the said Land admeasuring about _____ sq. meters (“**Project Land**”) known as “**Godrej Orchard Estate**” which is a plotted development scheme (hereinafter referred to as “**Project**”) and this Application Form is for the allotment of said Plot situated in the Project.
 - (iii) The Developer has obtained a sanctioned layout in respect of the Project Land from the Hon’ble Metropolitan Commissioner, NMRDA vide letter bearing reference no _____ dated _____, (“**Layout Approval**”) subject to compliance of terms and conditions more particularly set out therein. Copy of the Layout Approval letter dated _____ is hereto annexed and marked as **Annexure “__”**.
 - (iv) Basis the Layout Approval, the Project comprises of 740 (Seven Hundred Forty) plots along with (i) Recreation Open Space totally admeasuring _____sq. mts. (“**Recreational Open Space/s**”); and (ii) Amenity space/s totally admeasuring _____ sq. mts. (“**Amenity Space**”). The Recreation Open Space/s, shall be accessible to all residents/ plot-owners of the Project. A portion of the Recreation Open Space/s shall be used for providing the Common Recreational Amenities/ Facilities as more particularly mentioned in Annexure “__” (“**Common Recreational Amenities/ Facilities**”). Further, the Developer shall be developing a shared network of utilities, inter alia, electricity, water supply, sewerage / drainage, road/s, access and street lighting “**Basic Infrastructure Facilities**” for the Project.
 - (v) The Developer shall enter into a development agreement with NMRDA (“**Development Agreement**”) with respect to carrying out development work of certain infrastructure in terms of the Layout Plan on terms and conditions in the manner set-out in the said Development Agreement.

- (vi) The Developer shall be entitled to deal with all Amenity Space/s or any part thereof including but not limited to development, sale, disposition thereof in the open market in the manner the Developer deems fit and proper in accordance with Relevant Laws.
- (vii) As per the Layout Approval, a portion of land admeasuring _____ sq. meters is reserved for DP/24 meter road-widening area/ 18 meter road-widening area (“**Total DP Road Area**”) and a portion of land admeasuring ____ sq. meters comprising of the internal road area i.e. 15 meter, 12 meter and 9 meter roads respectively (“**Total Internal Road Area**”). The said Total DP Road Area and Total Internal Road Area along with certain infrastructure developed thereon and on the said Project Land forming part of the Basic Infrastructure Facilities shall be handed over by the Developer to NMRDA and Gram Panchayat / relevant authority respectively, to be developed as per the Development Agreement and/or in accordance with Relevant Laws.
- (viii) The plans, specifications, images and other details herein may undergo change in accordance with Applicable Laws, directions/orders of the statutory authorities.
- (ix) The Developer further informs and the Applicant/s agrees and acknowledges that the buildable area for the Plot shall be basis the sanctioned Floor Space Index available on the Plot as determined under the applicable rules and/or regulations (“**Sanctioned FSI**”). As set out above, the Applicant/s is aware and acknowledges that the development of the Project including the said Plot shall be implemented in accordance with the Final Layout Plan and hereby agrees and undertakes to adhere and comply with the same and abide by the rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory / planning authorities / Developer/ association/ co-operative society / limited company for all the plot- owners in the Project in this regard. In terms of the aforesaid, the Applicant has accordingly accorded his/her/its consent / no objection as per the letter annexed at **Annexure “__” (“Consent Letter”)**.
- (x) The Applicant/s agrees and confirms that he/she/they shall carry out the construction on the Plot in adherence of the Final Layout Plan, by obtaining all necessary approvals and sanctions from the planning/sanctioning authorities at his/her/their own cost within the stipulated time and in accordance with rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory / planning authorities/Developer/ association/ co-operative society / limited company for all the plot-owners in the Project in this regard. Provided however, the Applicant/s shall submit such plans to the sanctioning/planning authorities for approval only after obtaining prior written No-Objection Certificate (“**NOC**”) from the Developer/ association/ co-operative society / limited company for all the plot-owners in the Project (*as the case maybe*).
- (xi) Post development of the Common Recreational Amenities/ Facilities and Basic Infrastructure Facilities, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development form an association/ co-operative society / limited company for all the plot-owners in the Project.
- (xii) The Applicant has fully understood the development scheme as envisaged by the Developer. The Applicant is aware that the title of the Project Land is clear and marketable save and except to the extent as also mentioned on RERA website.

2. The Applicant hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule on or before the respective due dates. Further, in the event the Applicant offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Plot, at the express request of the Applicant, the Developer may offer a rebate to the Applicant as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant understands that in the event the Applicant wishes to make any advance payments, the Applicant can make the same only after the Applicant has registered the Agreement for Sale within the timelines stipulated by the Developer. The Applicant further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
3. For the purpose of this Application Form, the term earnest money shall mean 20% (twenty percent) of the total sale consideration including but not limited to Application Money (*as defined below*) (“**Earnest Money**”). The Applicant hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Plot on or before the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant; and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined herein below.
4. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form (“**Application Money**”), the Applicant has clearly understood that this Application Form is only a request of the Applicant for the allotment of the Plot and does not constitute a final/provisional allotment or an agreement.
5. The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Plot in favor of the Applicant, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Plot and registration of the Agreement for Sale.
6. The Applicant/s further agree and understand that the allotment of the Plot is further subject to the Applicant/s paying the requisite stamp duty and registration charges and registering the Agreement for Sale and Deed of Conveyance within the timelines stipulated by the Developer, failing which, the Developer is entitled to charge Interest as mutually agreed under the terms of this Application Form. The Applicant/s agrees and confirms that he/she/they shall present the Agreement for Sale/Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof. The Applicant/s further agrees and understands that in the event the

Applicant/s fail to register the Agreement for Sale within the stipulated timelines, the same shall not be treated as a deemed cancellation of allotment and the Applicant/s agrees to be bound by the terms of this Application Form and waive off any right to the contrary that the Applicant/s may have under any applicable law.

7. Without prejudice to the Developer's right to charge Interest, in the event the Applicant/s fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and / or (ii) come forward for registration of the Agreement for Sale within the stipulated timelines, the Developer may, at its sole discretion reserves its right to cancel this Application Form/revoke the allotment of the Plot and in event the Developer exercises its right to cancel/ revoke, then the Non-Refundable Amounts as defined herein below shall stand forfeited and the Applicant/s shall not raise any claims/dispute and waive off any rights/claims to the contrary that the Applicant/s may have under any applicable law.
8. The Applicant shall be exclusively entitled to the right, title or interest in or over the Plot, upon execution of the formal conveyance ("**Deed of Conveyance**") and registered between the Developer and the Applicant under the Applicable Laws and within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form together with the Agreement for Sale shall always mean "provisional allotment" until the Deed of Conveyance is executed and registered by the Developer and the Applicant.
9. The Applicant understands that the Applicant's eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
10. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
11. In the event if the Applicant fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, to cancel/terminate this transaction and forfeit (a) Earnest Money including but not limited to Application Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of the

Agreement for Sale, if Agreement for Sale is registered and (g) any other applicable taxes and (h) subvention cost (if the Applicant has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant shall not have any right, title and/or interest in the Plot and/or the Project and/or the Project Land and the Applicant waives his right to claim and/or dispute against the Developer in any manner whatsoever.

12. The Applicant acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Plot to any third party of the Developer's choice without any recourse to the Applicant.
13. The Applicant further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant for reasons not attributable to Developer's default, then the Developer shall be entitled to forfeit the Non-Refundable Amounts.
14. The Applicant/s hereby agrees and undertakes to complete the construction in prescribed manner no later than 3 (three) years from the date of possession of the said Plot. The construction shall be deemed to be completed on the date the occupation certificate/ completion certificate in respect of the said Plot is received.
15. The Applicant further agrees and acknowledges that if in the event of any variation in the Total Area of the Plot, the sale consideration payable for the Total Area of the Plot shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorata adjustment in the last installment payable by the Applicant towards the Sale Consideration.
16. The Applicant agrees and understands that the Other Charges as mentioned in **Annexure “C”** are only estimated amounts and are payable by the Applicants/s over and above the total sale consideration. The Applicant agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services/utilities and the Common Recreational Amenities/ Facilities and limited common area (if any), as may be called upon by the Developer (from time to time).
17. The Developer shall offer possession of the said Plot on or before _____, by such date the Basic Infrastructure Facilities (as set out in Annexure “_____”) shall also be complete (“**Delivery Date for the Plot**”). The Developer shall deliver the Recreation Open Spaces along with Common Recreational Amenities/ Facilities as referred in Annexure __ on or before _____ subject to receipt of approvals from the competent authorities, if applicable (“**Delivery Date of the Common Recreational Amenities/ Facilities**”), subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payment of amounts. It is further clarified that at all times the rights of the Applicant to the

Common Recreational Amenities/ Facilities and Basic Infrastructure Facilities shall be akin to and be co-existent with the rights of the other plot purchasers/occupants of the Project. The Delivery Dates shall stand reasonably extended on account of (i) any force majeure events; and/or (ii) reasons beyond the control of the Developer and/or its agents; and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (“**Extension Event**”). For the purpose of this Application Form, “**Force Majeure**” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court and (c) epidemic/pandemic. In case the Developer is unable to offer possession on or before the Delivery Date for the Plot for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant, the Developer shall refund the amounts received from the Applicant along with prescribed Interest in accordance to the Applicable Laws.

18. The Applicant/s further acknowledges that the possession of the said Plot will be handed over to the Applicant/s upon execution and registration of Deed of Conveyance of the Plot in favour of the Applicant/s.
19. In the event the Applicant fails to take possession of the Plot within the stipulated timelines, then the Applicant shall be liable to pay to the Developer holding charges of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter on the Total Area of the Plot and applicable maintenance charges for the upkeep and maintenance of the Common Areas, Utilities, Common Amenities and Facilities of the Project.
20. Due to any operation of law / statutory order/ otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
21. The Applicant/s agree/s and consent/s to the appointment of Godrej Living Private Limited or any other agency, firm, corporate body, organization or any other person nominated by the Developer as a facility management company to manage, upkeep and maintain the Project and the Project Land. The Applicant acknowledges that the Developer may also retain some portion / plots in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant shall not raise any objections with respect to the same.
22. The Applicant shall not be entitled to transfer/assign his interest in the Plot in favor of any third party unless (i) 50% (Fifty percent) of the sale consideration has already been paid; and (ii) a term of 12 (twelve) months has elapsed from the date of issuance of the Allotment Letter, whichever is earlier; and (iii) the Applicant has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion. On such transfer recorded / endorsed by the Developer, the Applicant along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form/ Allotment Letter /Agreement for Sale. The

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

23. The name of the Project may be amended at the sole discretion of the Developer and the Applicant shall not be entitled to raise any objection/hindrance on the same.
24. In the case of joint application for the Plot, unless a duly executed instruction by all such joint Applicant is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
25. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
26. In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the Applicable Laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Nagpur only.
27. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

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

Signatures

(First / Sole Applicant)

(Second Applicant)

(Third Applicant)

Annexure_____
Layout Plan

Annexure_____
Consent Letter

DRAFT