			for Sale, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement for Sale, to the Developer. It is hereby clarified that for the purposes of this Agreement for Sale payment shall mean the date of credit of the amount in the account of the Developer.
		15.1	The Purchaser/s has/have been informed and is/are aware that the buildable area for the said Plot shall be basis the sanctioned Floor Space Index available on the Plot as determined under the applicable rules and/or regulations of the appropriate authority ("**Sanctioned FSI**")
		15.2	Save and except the Sanctioned FSI, the Developer in its sole discretion, may allocate and deal in any manner with buildable FSI for each of the structure/building/tower/premises or any other spaces being constructed/to be constructed, if any, by the Developer on the Project Land as it may deem fit and the Purchaser/s is/are agreeable to this and shall not dispute the same or claim any additional FSI in respect of any such building/structure/tower/premise or any other space or the Project Land.
		15.3	All FSI and/or Transfer of Development Rights ("**TDR**") at any time available in respect of the Project Land shall always belong absolutely to the Developer for utilization or disposal in such manner as the Developer my deem fit, till the time the development of the entire Project as contemplated by the Developer is completed by the Developer. It is further clarified that benefactor of FSI/TDR, if any, in lieu or surrender of any areas forming part of the Project Land including but not limited to the Total DP Road and Internal Road, and any portion forming part of the Basic Infrastructure Facilities and/or Amenity Space shall exclusively belong to the Developer
		16	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 final sanctioning of the said plans and/ or any allied documents issued in respect thereof.

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		17.1	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 Recreational 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. Provided however that the Delivery Date for the Plot and Delivery Date of the Common Recreational Amenities/ Facilities as referred shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s ("**Extension Event**"). For the purpose of this Agreement for Sale, "**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.
		17.2	Further, in the event the Developer is unable to offer possession of the Plot on or before the Delivery Date for the Plot for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Developer to the Purchaser/s, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title interest in the said Plot, and the Developer shall be entitled to deal with the same at its sole discretion.

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		17.3	The Purchaser/s further acknowledges that the possession of the said Plot will be handed over to the Purchaser/s upon execution and registration of Deed of Conveyance of the Plot in favour of the Purchaser/s.
		17.4	It is further agreed between the Parties hereto that, after receiving the possession of the said Plot by the Purchaser/s in pursuance of this clause, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under any ground whatsoever from the Developer herein under this Agreement for Sale.
		18.1	The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Developer on or before the Delivery Date for the Plot and the handover of the Common Recreational Amenities/ Facilities before the Delivery Date of the Common Recreational Amenities/ Facilities, on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed.
		18.2	The Purchaser/s shall take possession of the said Plot within 15 (fifteen) days from the date of Developer offering possession of the said Plot ("**Intimation of Possession**"), by executing a deed of conveyance ("**Deed of Conveyance**") inc luding other necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement for Sale, and the Developer shall give possession of the Plot to the Purchaser/s. Upon receiving possession of the Plot or expiry of the said 15 (fifteen) days from offering of the possession ("**Possession Date**"), the Purchaser shall be deemed to have accepted the Plot, in consonance with this Agreement for Sale, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Plot shall pass and be deemed to have passed to the Purchaser/s.

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		18.3	The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Plot within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and ten only) per month per square meter of the Area of the Plot ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the Project in terms hereof, inclusive of applicable taxes if any, for the period of such delay. During the period of said delay the Plot shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.
		18.4	It is hereby agreed between the Parties that upon completion of the development of the Basic Infrastructure Facilities along with handover of the Total DP Road Area and Total Internal Road Area along with certain infrastructure developed on the said Project Land thereon to the competent authority / Gram Panchayat /NMRDA and/or compliance of the development agreement executed between the Developer and NMRDA , the Purchaser/s shall not be entitled to terminate this Agreement for Sale. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Plot within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement for Sale to forfeit/claim the entire Total Consideration along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Plot shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Plot.
		19.1	From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Plot and/or Project Land/namely local taxes, betterment charges or such

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			other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and/or Project Land
		19.2	Until the conveyance of the Recreational Open Spaces along with structures standing thereon (if any) to the association/ co-operative society / apex body / limited company, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the association/ co-operative society / apex body / limited company / Developer/Facility Management Company. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
		19.3	The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association of plot-owners or apex body or limited company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
		19.4	In case the transaction being executed by this Agreement for Sale between the Developer and the Purchaser is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

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		20	If the Purchaser brings to the notice of the Developer any structural defect or any other defect with respect to the Common Recreational Amenities/ Facilities within the period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect or Developer's engineer shall be final in deciding whether there is any actual structural defect in Common Recreational Amenities / Facilities or any defective material being used or regarding workmanship, quality or provision of service. However, any damage due to wear and tear of whatsoever nature is caused thereto the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the any plot purchaser/s association/ co-operative society / apex body / limited company for all the plot-owners in the Project.
		21	The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for Sale for the Plot are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement for Sale. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement for Sale, it shall be the sole responsibility of the Purchaser/s to intimate in

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

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			but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement for Sale on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement for Sale, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.
		23.2	In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Developer shall be entitled, at its sole option, to terminate this Agreement for Sale and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement for Sale, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (collectively referred to as the "**Non-Refundable Amounts**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the Plot to any

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			third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Plot and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement for Sale.
		23.2	**Termination by Purchaser/s-** Subject to provisions of Clause 18.4, in the event, the Purchaser/s intends to terminate this Agreement for Sale for reasons other than those attributable to the Developer's default, then the Purchaser/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement for Sale. Upon receipt of Notice for termination of this Agreement for Sale by the Developer, this clause shall be dealt with in accordance with Clause 23.2 and the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to 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 for Sale including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Plot and/or the Project and/or the Project Land and the Purchaser/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 Plot at its sole discretion.



		24.1	**The Developer shall at its discretion, as prescribed under the Relevant Laws:** (i) form association of the purchasers of plots in the Project (being either an association/ co-operative society / condominium / limited company or combination of them for all the plot-owners in the Project), as it may deem fit and proper in respect of the Project, which shall be responsible for maintenance and management of the Project/Project Land, within such period as may be prescribed under the Relevant Laws. (ii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in Clause 25 below), the maintenance and management of the Project/Project Land, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association of the plot-owners on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purpose, the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association of the plot-owners. (iii) Make provisions for payment of outgoings/CAM/maintenance charges to the association/ co-operative society / apex body / limited company/ Facility Management Company for the purposes of maintenance of the entire Project.
		24.2	The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / co-operative society / limited company for all the plot-owners drafted/adopted by the Developer for the

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			association / co-operative society / limited company for all the plot-owners, necessary for the formation and registration of the association / co-operative society / limited company for all the plot-owners within 10 (ten) days from intimation by the Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association for the association of plot-owners/ society. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of the plots. The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association of plot-owners/ society and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the association of plot-owners/ society by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize(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.
		24.3	The Developer may become a member of the association of plot-owners/ society / apex body/ association/ limited company to the extent of all unsold and/or unallotted plot(s).
		24.4	All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/ co-operative society / apex body / limited company/ all purchasers of the plots in the same proportion as the area of the Plot bears to the total area of all plots in the said Project.
		25.1	By executing this Agreement, the Purchaser/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

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			400079 and regional office at [●] or any other agency, firm, corporate body, organization or any other person nominated by the Developer ("**Facility Management Company**") to manage, upkeep and maintain the Project together with other building/s (*if applicable*) and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities. The Purchaser/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 Project, building(s) (including the Purchaser's proportionate share of the outgoings as provided under Clause 19 herein). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ society / apex body / apex bodies / limited company/ common organization. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company ("**FM Agreement**"). It is hereby clarified that the Purchaser/s agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the association/ co-operative society / apex body / limited company /common organization, as the case may be, the Developer will novate the FM Agreement in favor of the association/ co-operative society / apex



			body / limited company/common organization, as the case may be. Post expiry of the tenure of the FM Agreement, association/ co-operative society / apex body / limited company/ common organization, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the purchasers of the units in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s association/ co-operative society / apex body / limited company/common organization, for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, upkeep, management and control of the Project in all respects thereof.
		25.2	The Purchaser/s agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Facility Management Company.
		25.3	The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Project for ensuring safety and safeguarding the interest of the purchasers of plots in the Project and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and/or other purchasers of plots of the Project.
		26.1	**Amenity Space, Recreational Open Space/s and Common Recreational Amenities / Facilities** As per the Final Layout Approval, the Project Land comprises of:

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			i. _____ plots totally admeasuring ____ sq. meters (**"Plotted Area"**); ii. Recreation Open space totally admeasuring _____sq. m. (**"Recreational Open Space/s"**) as more particularly is shown in ___ colour hatched lines in the plan hereto annexed and marked as **Annexure "___"** iii. Amenity space/s **totally** admeasuring ____ sq. mts. (**"Amenity Space"**) as more particularly is shown in ___ colour hatched lines in the plan hereto annexed and marked as **Annexure "___"**
		26.2	The Purchaser is aware and agrees that the Recreation Open Space/s shall be accessible to all residents/plot-owners of the Project
		26.3	The Purchaser further understands and agrees that a portion of the Recreation Open Space/s admeasuring ____ sq. mts. shall be used for providing the Common Recreational Amenities/ Facilities as more particularly mentioned in Annexure "___" **("Common Recreational Amenities/ Facilities")**. The Purchaser further agrees and confirms that the Developer, may, on a best effort basis, construct a club house, subject to obtaining approvals/sanctions from competent authorities and in such an event, the Developer may provide Common Recreational Amenities / Facilities or a part thereof within the precincts of the said Club House. In this regard, the Purchaser/s acknowledges that certain modifications/amendments are proposed in the said Layout Approval subject to obtaining requisite consent/approval from Nagpur Metropolitan Region Development (NMRDA)/ appropriate authority in accordance with Relevant Laws. The Purchaser/s further confirms and acknowledges that the proposed modifications/ amendments with detailed particulars have been explained to the Purchaser/s by the Developer. The Purchaser/s has/have accordingly granted consent for the said

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			modification(s)/amendment(s) in the MahaRERA prescribed format as per Circular No. 28 of MahaRERA dated 08th March, 2021.
		26.4	The Purchaser is further aware and acknowledges that in the event the Developer constructs the Club House in the manner setout hereinabove, the Purchaser shall be allowed access to the Club House without being liable to pay any separate consideration towards the membership thereof, subject to applicable conditions as set out by the Developer/association/ co-operative society / apex body / limited company. Further, the said Club House shall be conveyed to the association/ co-operative society / apex body / limited company along with the Open Recreational Open Spaces in the manner setout under this Agreement.
		26.5	The Purchaser is further aware and acknowledges that: i. A portion of the said Recreational Open Space admeasuring ____ sq. mts. shall be developed for the purpose of an electric sub-station (ESS) and on completion thereof shall be leased to the competent authority as per Relevant Laws by the Developer /association/ co-operative society / apex body / limited company; ii. Thee Developer shall be entitled to deal with all Amenity Spaces/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
	Clause 7 **Representations and Warranties of the Owner/Developer/Promoter:** (a) The Promoter has clear and marketable title with respect to the project	27	The Developer hereby represents and warrants to the Purchaser/s as follows: i. The Developer has clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project; The Developer has also obtained the necessary N.A. permission from competent authority.

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	land/Plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project. The promoter has also obtained the necessary N.A. permission from competent authority; (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; (c) There are no encumbrances upon the project land or the Project except those disclosed in the title report; (d) There are no litigations pending before any Court of law with respect to the project land or Project except those		ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project; iii. There are no encumbrances upon the Plot or Project Land or the Project except those disclosed in the title report, if any; iv. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report, if any; there are no prohibitory order for transfer of the Plot. v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and/or Project Land ~~and said building~~ are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authorities with respect to the Project and/or Project Land ~~and said building/wing~~ shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all Relevant Laws in relation to the Project and/or Project Land, ~~Building/s and common areas~~; vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected; vii. Save and except as set out herein, the Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Plot which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;

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	disclosed in the title report; there are no prohibitory order for transfer of the plot (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas; (f) The Promoter 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		iii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement for Sale; ix. At the time of execution of the conveyance deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Purchaser/s x. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report. xii. The Developer shall obtain all such insurances as may be notified by the Government of Maharashtra. ~~iii. Title of land as a part of real estate project~~

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	the Allottee created herein, may prejudicially be affected; (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement; (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allotee in the manner contemplated in this Agreement; (i) The Promoter 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		

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	respect to the said project to the competent Authorities (j) 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report. (k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra: (l) Title of land as a part of real estate project.		
		28.1	The Purchaser/s/ other occupants of the Project Land shall at no point in time) object access to the Developer to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project

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			Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every plot to be constructed on the Project Land (including the said Plot) nor in any way obstruction or causing nuisance to the ingress and egress till such time the Common Recreational Amenities/ Facilities and common areas is handed over to the association/ co-operative society / apex body / limited company for all the owners (as the case maybe).
		28.2	Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Plot to be executed in respect of the sale/transfer of the plot(s) in the Project to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.
		29.1	It is agreed by the Purchaser/s that the name of the Project "_____" may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.
		29.2	It is further agreed by the Purchaser/s that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("**Brand Name**") shall at all times be subject to the sole control of Godrej Properties Limited ("**GPL**"). It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned Authorities and the colour combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project Land, and the plot(s). However, it shall be the sole discretion of GPL to associate its name/ Brand name with the association / apex body / co-operative society / limited company for all the owners (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

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