

AGREEMENT TO SUB-LEASE

(Without possession)

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This Agreement to Sub- Lease together with all schedules (“**Agreement**”) is executed at Noida on this ____ day of _____, 20____

AMONGST

ACE INFRACITY DEVELOPERS PRIVATE LIMITED (Pan AAKCA8693E) (CIN: U70102 UP 2012 PTC 052254, a company incorporated under the Companies Act 1956, having its registered office at Plot No. 01/B, Sector-126, Gautam Budh Nagar, Noida-201303, UP (hereinafter referred to as hereinafter referred to as “Developer”) through its authorized representative _____, (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) of the **FIRST PART;**

AND

Mr. _____ son of **Mr.** _____, aged about _____ years, resident of _____, (PAN _____), **AND** _____, aged about _____ year, resident of _____, (PAN _____) **AND** _____, aged about _____ year, resident of _____, (PAN _____) (hereinafter collectively referred to as the “**Buyer**” 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 assigns), being party of the **SECOND PART;**

OR

M/s _____ (CIN: _____) (PAN: _____) a company incorporated under the Companies Act 1956/ Companies Act 2013, having its registered office at _____ (hereinafter referred to as the “**Buyer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory _____ authorized vide resolution passed in the meeting of Board of Directors held on _____, being party of the **SECOND PART;**

OR

M/s _____ (PAN: _____) a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at _____ (hereinafter referred to as the “**Buyer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs and legal representatives of the last surviving partner) acting through its duly authorized partner Mr. _____, being party of the **SECOND PART;**

OR

M/s _____, (PAN _____) an HUF firm having its office at _____

_____, _____ through its duly authorized Karta Mr. _____, having Permanent Account Number _____, hereinafter referred to as “**Buyer**”, which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners / members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the **SECOND PART**;

AND

GODREJ PROJECTS DEVELOPMENT LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Godrej One, 5th Floor, Pirojshanagar Eastern Express Highway, Vikhroli (East) Mumbai – 400079 and corporate office at 3rd Floor, Tower-A, UM House, Plot No. 35, Sector 44, Gurugram (Haryana) 122002, CIN L74120MH1985PLC035308, PAN AAACG3995M and hereinafter referred to as the “**Development Manager**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized representative _____ being party of the **THIRD PART**;

The parties to this Agreement i.e. the Developer, the Buyer and the Development Manager are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

DEFINITIONS

In this Agreement, unless repugnant or contrary to the context, the following terms shall have the following meanings ascribed herein –

Defined Term	Reference Clause/ Recital	Definition
Act		means Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
Allotment Letter	Recital I	meaning ascribed to it under Recital I herein.
Apartment Ownership Act		shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed thereunder as amended from time to time.
Application	Recital H	meaning ascribed to it under Recital H herein.
Applicable Laws/ Prevalent Laws	-	shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
Approvals	-	shall mean and include any permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.
Association	-	the condominium / association of the allottees / sub-lessees at the Project/ phase, which shall be formed by the Developer under the Applicable Laws.
Authority		means Uttar Pradesh Real Estate Regulatory Authority.
Booking Amount	Clause 1.10	meaning ascribed to it under Clause 1.10 herein.

Defined Term	Reference Clause/ Recital	Definition
Buyer's Event of Default	Clause 10.3	meaning ascribed to it under Clause 10.3 herein
CPPL	Recital A	meaning ascribed to it under Clause 10.3 herein.
Car Park Space		means (00) covered / (00) open car parking space, forming integral and indivisible part of the Unit exclusively assigned for parking light motorized vehicles in Godrej Palm Retreat 1.
Carpet Area		means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Buyer or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Buyer, but includes the area covered by the internal partition walls of the Unit.
Claims	Clause 35	meaning ascribed to it under Clause 35 herein.
Common Areas and Facilities	-	such areas and facilities in the Project which are meant for common use, enjoyment and access of the sub-lessees at the Project, as described in Schedule-V hereto (but excludes areas therein which are to be reserved / restricted for any other allottee / sub-lessee / right-holder at the Project or a group thereof or otherwise transferable by the Developer to third parties as per Applicable Laws, such as shops, commercial areas etc.). The components of Common Areas and Facilities to be completed with each of the Godrej Palm Retreat 1, Godrej Palm Retreat 2 and Future Development are set forth in Schedule V hereto.
Competent Authority	-	any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project or phase.
Completion Time Period	Clause 7.1	meaning ascribed to it under Clause 7.1 herein.
Cost of Property	-	shall mean the said amount mentioned in Schedule VII .
Declaration		Means the 'Declaration' as defined in Section 3(m) of the Apartment Ownership Act.
Exclusive Areas		means the exclusive balcony appurtenant to said Unit for exclusive use of the Buyer.
Fit-outs	-	the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Buyer in the Unit, whether fixed or otherwise, to make it suitable for use.
Force Majeure	-	shall mean (a) .war, civil commotion, pandemic, epidemic or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority/ court.
Claims	Clause 35	meaning ascribed to it under Clause 35 herein.

Defined Term	Reference Clause/ Recital	Definition
Government	-	means the Government of Uttar Pradesh.
Goods and Service Tax (GST)	-	means any tax imposed on the supply of goods or services or both under GST Law.
GST Law	-	means 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, orders.
Hazard	-	an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
Holding Charges	Clause 7.4	meaning ascribed to it under Clause 7.4 herein.
Interest		shall mean interest at the rate of (i) 1% (one percent) above the then existing State Bank of India – Marginal Cost of Lending Rate per annum or (ii) such other rate of interest higher / lower than 1% (one percent) as may be prescribed under the Act / Rules from the date they fall due till date of receipt / realization of payment.
Limited Common Areas & Facilities		means the reserved open / covered car parking spaces in the Project and such areas and facilities in the Project which are required under the Apartment Ownership Act, other relevant Applicable Laws or approvals to be meant for use, enjoyment and access of certain apartment owners in the Project to the exclusion of other apartment owners, as may be specifically provided for in the Declaration to be filed by the Developer;
Maintenance Agency	Clause 12.3	meaning ascribed to it under Clause 12.3 herein.
Maintenance Charges	Clause 12.4	meaning ascribed to it under Clause 12.4 herein.
NOC	-	No Objection Certificate
Non-Refundable Amount	-	shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Developer to the broker in case the booking is made by the Buyer through a broker and (iii) all Taxes paid by Developer to the statutory authorities and (iv) subvention cost (if the Buyer 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 (v) administrative charges as per Developer policy; (vi) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement to sub-lease is registered (vii) any other Taxes, charges and fees payable by the Developer to the government authorities included but not restricted to the Pass Through Charges.
Pass Through Charges		shall refer to all charges, fees, Taxes/duties, impositions as may be levied by the Competent Authority, such as, lease rent, interest free maintenance security, meter charges, GST, property tax, land under construction tax, or

Defined Term	Reference Clause/ Recital	Definition
		any future increase thereof or imposition by Competent Authority.
Possession Notice	Clause 7.3.1	meaning ascribed to it under Clause 7.3.1 herein.
Possession Notice Expiry Date	Clause 7.3.2	meaning ascribed to it under Clause 7.3.2 herein.
Project	Recital E	meaning ascribed to it under Recital E herein.
Project Land	Recital A	meaning ascribed to it under Recital A herein.
Regulations		means the Regulations made under the Real Estate (Regulation and Development Act, 2016.
Rules		means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
Section		Means a section of the Act.
Sub-Lease Deed	Clause 1.1	meaning ascribed to it under Clause 1.1 herein.
Termination Date	Clause 10.5	meaning ascribed to it under Clause 10.5 herein.
Unit	-	Unit bearing No. , Tower bearing No. , on . Carpet Area of square meter , Exclusive Areas being balcony of square meters appurtenant to the Unit aggregating to total area of (“Total Area”) of square meters; along with Car Park Space for (00) car(s) (00) open/ (00) covered; the floor plans whereof are provided in Schedule-III hereto and specifications whereof have been set out in Schedule-IV .
Taxes		includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit.

WHEREAS:-

- A. By and under a lease deed dated April 7, 2015, registered with the office of the Sub- Registrar in Book No. 1, Volume No. 6659 at Page No. 1 to 96 as Document No. 2411 (“**Lease Deed**”), NOIDA granted the leasehold rights over the Sports City plot admeasuring approx. 58,064.71 square meters (approximately 14.347927 acres) bearing no. SC-02/F Sector 150, Noida shown in the **Schedule-I** (hereinafter referred to as the “**Project Land**”), for a term of 90 years commencing from April 7, 2015 in favour of Crest Promoters Private Limited (“**CPPL**”). Pursuant to a scheme of amalgamation filed before the National Company Law Tribunal, Allahabad Bench and duly approved vide it’s Order dated 21 March 2018, CPPL amalgamated into the Developer along with all of its property, rights, liabilities and duties including Project Land and by the virtue of said order, the Developer has substituted CPPL under the Lease Deed.
- B. The Developer has vide Development Management Agreement dated 31 January 2018, Supplementary Development Management Agreement dated 26 April 2019 and Addendum cum Amendment to Supplementary Development Management Agreement dated 12 June 2019 (hereinafter collectively referred to as “**DMA**”),

appointed Development Manager as the development manager for providing development management services as set forth in the DMA in relation to the group housing project conceived by the Developer over the Project Land. In terms of the DMA, the Godrej Brand shall be associated with the name of the residential project conceived by the Developer over the Project Land.

- C. The Developer is in process of developing a group housing complex by the name of “**Godrej Palm Retreat**” comprising of 856 residential units and 21 shops along with amenities, facilities, services etc. and such other developments as may be permitted (“**Project**”) on the Project Land. The Project is being developed in 3 (three) Phases and accordingly will be registered with the UP RERA Authority in 3 (three) Phases.

Phase one of the Project i.e. “**Godrej Palm Retreat 1**” comprises of Towers A1, Iconic A2, A3, A4, A5, B1, B2, B3, Iconic B4, B5 and E contains 430 Units along with 21 commercial units, comprised in approx. 33,500 sq. meters out of the Project Land. Phase two of the Project “**Godrej Palm Retreat 2**”, comprises of Towers C1, Iconic C2, C3, C4 and C5 contains 211 Units comprised in 12,750 sq. meters out of the Project Land. The balance 11,814.71 sq. meters out of the Project Land (“**Future Development**”) shall be developed at a future stage and shall be registered with UPRERA prior to selling and marketing. The common areas of Godrej Palm Retreat 1, Godrej Palm Retreat 2 and Future Development will be the same irrespective of the phase in which such common areas are developed and the respective phases shall have their respective RERA Registration Numbers. The components of Common Areas and Facilities to be completed with each of the Godrej Palm Retreat 1, Godrej Palm Retreat 2 and Future Development are set forth in **Schedule V** hereto. The Developer is developing Godrej Palm Retreat 1 and Godrej Palm Retreat 2 over a portion of the Project Land as shown/ shaded in the plan in **Schedule-I** to this Agreement.

- D. The Developer has registered Godrej Palm Retreat 1 with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration vide registration bearing no. UPRERAPRJ745601 along with extension certificate bearing No. 4958/UPRERA/F.M.Ext.A./2020-21 dated 03.07.2020.
- E. The Developer has, as on date, obtained the Approvals as listed in **Schedule-VIII** hereto which permit the commencement of construction on Project/Project Land as per Applicable Laws. Any future approval that may be required for during the course of development shall be obtained by the Developer as and when necessitated by the Applicable Laws. The Developer agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and as Applicable Laws. The said Approvals are available on up-rera.in.
- F. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Project Land on which Project is to be constructed have been completed.
- G. The State Level Environment Impact Assessment Authority, Uttar Pradesh has granted the Environmental Clearance dated 13.06.2019.
- H. The Buyer has vide his application dated _____ (“**Application**”) applied for the allotment of a Unit (defined hereinafter) in the Godrej Palm Retreat 1.
- I. The Developer has, vide an allotment letter dated _____ (“**Allotment Letter**”), allotted and agreed to transfer the sub-lease rights over the Unit along with right to use the Common Area and Facilities, Limited Common Areas and Facilities and exclusive right to use (00) Car Park Space, in favour of the Buyer.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project especially Section 14 of the Act;

- L. 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 all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. 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 Buyer hereby agrees to purchase Unit as specified in definition clause.

NOW THEREFORE in furtherance to acceptance of the Application of the Buyer and issuance of the Allotment Letter by the Developer, and in furtherance to compliance by the Buyer of the terms and conditions of the Allotment Letter, the Parties are executing this Agreement for recording the understanding for sub-lease of lease hold rights of the Unit along with exclusive right to use the Car Park Space (defined hereinabove) along with right to use the Common Areas and Facilities and Limited Common Areas and Facilities, on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

1. TERMS

- 1.1 In consideration of the payment made and/or to be made by the Buyer to the Developer in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated hereinafter, the Developer hereby agrees to transfer sub-lease rights and entitlements over the Unit free from all encumbrances along with all easements, privileges, rights and benefit attached thereto; along with exclusive right to use and occupy the Car Park Space; along with right to use the Common Areas and Facilities (which shall be co-used / shared along with other sub-lessees / occupants in the Project, and shall be dealt with Developer in accordance with Applicable Laws) in favour of the Buyer at the price / consideration mentioned in Clause 1.4 hereinafter and the Buyer hereby agrees to acquire the same. The Unit shall be transferred in favor of the Buyer through due execution of a tripartite sub-lease deed duly stamped and registered with the jurisdictional Sub Registrar of Assurances ("**Sub-Lease Deed**") along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by NOIDA or by the Developer.
- 1.2 Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.
- 1.3 All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Act and the Rules and Regulations made thereunder 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 to sub- lease and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.
- 1.4 The cost of property for the Unit is **Rs. 0.00 (Rupees Nil Only)** ("**Cost of Property**") details whereof and other charges, payable by the Buyer for transfer of the Unit in its favour, are mentioned in **Schedule VII** hereto. The Buyer has paid a sum of **Rs. 0 (Rupees Nil Only)** as token amount/ application fee ("**Token Amount/Application Money**") at the time of signing the Application Form, which is included in the Cost of Property. That out of Cost of Property mentioned in **Schedule VII** hereto, the Buyer has, at the time of execution of the present Agreement, has made a payment of **Rs. 0 (Rupees Nil Only)**, the receipt thereof is hereby acknowledged and confirmed by the Developer.

The total price as mentioned in **Schedule VII** ("**Total Price**") include the Goods and Services Tax (GST) and lease rent paid/ payable by the Developer to the Competent Authority, up to the date of handing over the possession of the Unit in terms of this Agreement.

Provided that, in case there is any change / modification in the Taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Buyer to the Developer shall be increased/ decreased based on such change / modification.

Provided further, if there is any increase in the Taxes/ charges/ fees/ levies etc. after the expiry of the scheduled Completion Time Period of Godrej Palm Retreat 1 as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be

charged from the Buyer.

- 1.5 The Developer shall periodically intimate in writing to the Buyer, the amount payable as per Payment Plan set out in **Schedule VI** ("**Payment Plan**") of this Agreement and the Buyer shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Buyer(s) the details of the Taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such Taxes/ fees/ charges/ levies etc. have been imposed or become effective.
- 1.6 The Total Price of Unit includes recovery of price of land, development/ construction of (not only of the Unit) but also of the Common Areas and Facilities, Limited Common Areas and Facilities (if applicable), internal development charges, infrastructure augmentation charges, GST/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles(if applicable), tiles, doors, windows, fire detection and firefighting equipment in the common areas, one year advance Maintenance Charges as per Clause 12.4 and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the present Agreement.
- 1.7 The Developer has made it specifically clear to the Buyer, that the computation of the Total Price as mention in **Schedule VII**, does not include (i); for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, etc. (except for a right to use on such terms and conditions as may be prescribed by the Developer which shall be uniformly applicable for all Buyer/ sub-lessee/ right-holder at the Project); or (iii) for any rights over areas reserved/ restricted for any other Buyer/ sub-lessee/ right-holder at the Project; or (iv) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws; or (v) Taxes which may become leviable under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of Unit. The Buyer has agreed, understood and satisfied himself about the same, and shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Developer, till such time the Common Areas and Facilities are transferred to the Association and thereafter to the Association and uniformly made applicable for all Buyer/ sub-lessee/ right-holder at the Project. The Buyer agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Developer in its absolute discretion.
- 1.8 Further, at the express request of the Buyer/s, the Developer may at its sole discretion offer a rebate to the Buyer/s in case the Buyer desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Buyer/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 Buyer/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Buyer/s under this Clause shall be adjusted against the future milestone payment due and payable by the Buyer/s.
- 1.9 The Buyer shall be liable to make payment of the installment as per the Payment Plan. The Buyer shall be obligated to pay the installments by the due dates as mentioned under the construction linked milestones as provided in **Schedule VI**. The Developer shall periodically intimate in writing to the Buyer, the amount payable and the Buyer shall make payment demanded by the Developer within the time and in the manner specified therein. It being further clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Schedule VI and/or for the invoice raised by the Developer. The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones given under the Buyer/s Payment Plan. If the Buyer fails to pay any installment within the stipulated time the same shall constitute Buyer's Event of Default under this Agreement. The Buyer shall be liable to pay Interest on any delayed payments from the due date till the date of such payment is actually received by the Developer as mentioned in clause 10.3(i).
- 1.10 It has been specifically agreed between the Parties that 20% of the Cost of Property, shall be construed, considered and treated as earnest money under this Agreement ("**Booking Amount**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Buyer under this Agreement. However, in case of bank loan/ subvention scheme the Booking Amount shall be the sum paid by the borrower which is other than the amounts

contributed by the lending bank, subject to the maximum of 20% of the Cost of Property. Booking amount shall be payable as per the payment Plan.

- 1.11 The Cost of Property is escalation-free, save and except increases which the Buyer hereby agrees to pay due to increase on account of development fee payable to the Competent Authority, additional charges including any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings (“**Additional Charges**”) and/or any other increase in taxes/charges which may be levied or imposed by the Competent Authority from time to time. The Developer undertakes and agrees that while raising a demand on the Buyer for increase in development fee, Additional Charges, cost/charges imposed by the Competent Authority, the Developer upon the written request of the Buyer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Buyer, which shall only be applicable on subsequent payments. If the Buyer fails to pay any such development fee, Additional Charges and cost/charges imposed by the Competent Authority within the stipulated time under the demand notice/invoice/applicable law raised by the Developer for the same shall constitute Buyer’s Event of Default under this Agreement as specified in Clause 10.3, and the Developer may, at its sole discretion, terminate this Agreement in the manner specified in the present Agreement and the consequences entailed therein shall follow. However, the Buyer shall be liable to pay Interest on such delayed payments plus applicable indirect taxes(if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Developer.

It is being clarified that the benefit/credit that may be eligible for the Developer on account of enactment of Section 171 of GST Act has already been factored in the Total Price.

Provided that if there is any new imposition or increase of any development fee, Additional Charges, cost/charges imposed by the Competent Authority after the expiry of the scheduled date of completion of Godrej Palm Retreat 1 as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Buyer.

- 1.12 The floor plans of the Unit have been provided in **Schedule III** hereto.
- 1.13 It is agreed that the Developer shall not make any additions and major alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit, as the case may be, without the previous written consent of the Buyer as per the provisions of the Act except any alteration or addition required by any Government authorities or due to change in law.

Provided that the Developer may make such minor additions or alterations as may be required by the Buyer, or such changes and alterations as required by the Competent Authority or such minor changes or alterations as per the provisions of the Act. The decision of the architect of the Developer shall stand final and binding upon the Buyer(s) in the said scenario.

- 1.14 The Developer shall confirm the final Total Area that has been allotted to the Buyer after the construction of the Unit is complete and the occupation certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Total Area. The Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Total Area then the Developer shall adjust the excess money paid by Buyer along with Interest from the date when such an excess amount was paid by the Buyer from the next installment as provided in the Payment Plan. If there is any increase in the Total Area (and in case of Carpet Area such increase is not more as prescribed under the Prevalent Laws), allotted to Buyer, the Developer shall demand that from the Buyer as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter/square foot as mentioned in **Schedule VII**.
- 1.15 Upon payment of Cost of Property and registration of Sub-Lease Deed, the Buyer shall have exclusive ownership of the Unit. The sub-lease rights, use and occupation of the Unit, and the rights of the Buyer to use the Common Areas and Facilities (which shall be co used/ shared along with other sub-lessees/ occupants at the Project Lands, as the case may be) and Limited Common Areas and Facilities shall always be subject to the Applicable Laws and the terms of this Agreement for transfer and maintenance thereof, and the Buyer agrees and confirms to adhere and

comply with the same at all times to come. It is an essential and basic term of this Agreement and the proposed transfer of the Unit to the Buyer, that the said Unit and the right to use the Common Areas and Facilities and Limited Common Areas and Facilities shall at all times be held by the Buyer and his successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run with the Unit and be binding on all persons to whom the title/ ownership of the same shall pass in future.

- 1.16 The Buyer has the right to visit the Project site to assess the extent of development of Godrej Palm Retreat 1 and his Unit, as the case may be. However, the Buyer shall take prior appointment and abide by all the terms and conditions as decided by the Developer at the time of visit to the project site.
- 1.17 The Buyer(s) is aware that the Total Price does not include any charge towards right to use the **01** covered/ **00** open Car Park Space and the same is being provided free of cost along with the Unit. The Buyer(s) understands that the Car Park Space shall form part of Limited Common Area and Facilities and shall be allocated by the Developer. The Buyer(s) further agrees and undertake that Buyer(s) shall have no concerns towards the identification and allotment/allocation of Car Park Space done by the Developer, at any time and shall not challenge the same anytime in future. The open Car Park Space as allocated by the Developer shall be ratified by the Association. It is clearly understood by the Buyer(s) that the Buyer(s) shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use the same for himself. It is clearly understood by the Buyer that the Car Park Space cannot be transferred / leased / sold or dealt otherwise by the Buyer independently of the Unit. The Unit along with the Car Park Space will be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Park Space is an integral and indivisible part of the Unit, the Buyer undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Unit. All clauses of this Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to Car Park Space.
- 1.18 Upon completion of the present phase, the Common Areas and Facilities and Limited Common Areas and Facilities at the phase shall be provided in the Declaration for Godrej Palm Retreat 1 which would be filed by the Developer in compliance with the Apartment Ownership Act. Such Declaration shall be conclusive and binding upon the owners of all Units in the phase/ Project as per Applicable Laws.
- The Developer shall, as part of the Common Areas and Facilities, provide amenities as mentioned in Schedule V in accordance with the permission/ sanctions of Competent Authority, for the enjoyment of all the unit buyers at the Project. The Buyer understands and agrees that the Developer may engage a third party to operate and manage the Amenities.
- 1.19 It is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that Project's facilities and amenities other than declared as independent areas in Declaration shall be available only for use and enjoyment by the Buyers of the Project.
- 1.20 The Developer agrees to pay all outgoing before transferring the physical possession of the units to the allottees, which it has collected from the allottees for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to Godrej Palm Retreat 1). If the Developer fails to pay all or any of the outgoing collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.21 The Developer shall, as part of the Common Areas and Facilities, develop a club which shall house community/ recreational services and facilities ("**Club**") in accordance with the permission/ sanctions of Competent Authority, for the enjoyment of all the unit allottees at the Project. The Buyer understands and agrees that the Developer may

engage a third party to operate and manage the Club. The Buyer's right to use the Club shall at all times be contingent on due and faithful observance by the Buyer of all the rules, regulations, bye laws and conditions as may be notified by the Developer and/or Association and/or the third party operator as the case may be. The Buyer shall be liable to pay periodic subscription and usage charges, as may be intimated by the Developer/Association from time to time. The Buyer understands that the above referred periodic subscription and usage charges are subject to revision and the Buyer undertakes to abide by the same.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Buyer shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ pay order / wire transfer, payable at par drawn in favour of **“Godrej ACE 150 Phase 1, A/c No. 777705800081, ICICI Bank, IFSC ICIC0006615, Branch Udyog Vihar, Sector 18, Udyog Vihar, Gurgaon situated at ICICI Bank Ltd, SCO 31, Sector 18, Udyog Vihar, Gurgaon”** and/ or any other account as stipulated by the Developer from time to time. The Buyer shall mention his/her/its customer ID, name, Unit no. and tower no. applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Buyer to provide the wire details to Developer. It is clarified that the payment date for a particular demand shall be construed as the date (or next working day if date of communication is not on a working day or after banking hours) on which the Buyer communicates the details of the said wire transfer in writing. The Buyer shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Developer. It is agreed by the Allottee that the Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
- 2.2 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Buyer is not honored for any reason whatsoever, then the same shall be treated as default under Clause 10.3(ii) 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 Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 2.3 The Developer shall not accept payment by cash and/ or deposit of cash in the designated account of the Developer and such payment shall not be accepted and continue to appear as outstanding against the Unit. The Developer shall accept payments towards Total Price from the account(s) of the Buyer and/ or joint Buyer only. If any payments of installments are made by any third party by or on behalf of the Buyer, the Developer shall not be responsible towards any such third party and such third party shall not have any right in Unit. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Buyer account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Buyer.
- 2.4 The Buyer has 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 of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Buyer shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Buyer fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Buyer shall be liable to pay penalty as per provisions of Income Tax Act, 1961.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Buyer, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws

including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Buyer understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Buyer shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment remittances on behalf of any Buyer and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Buyer only when the necessary payment is received from the Buyer's account.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Buyer authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Buyer against the Unit, if any, in his/her name and the Buyer undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5 TIME IS ESSENCE

- 5.1 Time is essence for the Developer as well as the Buyer. The Developer shall abide by the time schedule for completing Godrej Palm Retreat 1 and handing over the Unit/Flat to the Buyer and the Common Areas to the Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Buyer shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in this Agreement.

6. CONSTRUCTION OF GODREJ PALM RETREAT 1 AND UNIT

- 6.1 The Buyer has seen all documents/ papers as available with the Developer in relation to the project, including but not limited to the title documents, building plans sanction and other approvals obtained from the Competent Authority and the present Agreement is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Developer over the same and quality of construction at the project and after having full knowledge of the Applicable Laws, to which the Developer and/or the project are or be subject to in future.
- 6.2 The Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the NOIDA or any other Competent Authority. The Developer shall, before offer of possession of the Unit to the Buyer, obtain from the Competent Authority, the necessary occupation certificate in respect of Godrej Palm Retreat 1, as may be required under the Applicable Laws.
- 6.3 The Developer shall develop Godrej Palm Retreat 1 in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.
- 6.4 The Developer may complete the Project in part and obtain part occupation certificates for the same as the Developer

may deem fit. The Buyer confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Buyer is offered possession of the Unit in such completed part or portion of the Project/phase, the Developer and/or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of Units or areas near/ adjacent to the Unit, including further and additional construction work in the Project including the part or portion where the Unit is situated, and if any inconvenience is caused to the Buyer due to such construction activity or incidental/ related activities during the said works or construction, the Buyer shall not object or make any claim (including for any damages) from the Developer in this regard.

- 6.5 Until the Sub-Lease Deed or other appropriate deeds and documents in respect of all the Units in the Project Lands have been executed by the Developer in favour of the prospective buyers and/or treating the common areas in the Project Lands in accordance with Applicable Law, the Developer shall have control and authority in respect of all matters concerning the construction at the Project Lands, including with respect to the unsold units and the disposal thereof and the management and administration of the Project Lands. The Developer shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold units and to receive consideration, however, subject to payment of all rates, Taxes, cesses, assessments and outgoings in respect of such unsold units. However it is clarified that the Developer shall not be liable to pay any maintenance, subscriptions charges for any unsold or unoccupied Units.
- 6.6 The Developer may, either by itself and/or its nominees/ associates/ affiliates also retain some units in the Project which may be subject to different terms of use, including as a guest house, as may be permissible under law and the Buyer gives his unequivocal consent for the aforesaid.
- 6.7 The Developer reserves the right to sub-divide the Project Land into sub plots as may be permitted under Applicable Laws and Lease Deed and develop the same (itself or through nominees / other collaborators / co-collaborators) in any manner as the Developer deem fit and proper. The Developer as its sole discretion shall be entitled to sell, let, sublet, lease the sub plots to third parties. Provided, no such act or deed of the Developer shall affect rights of the Buyer as envisaged herein. The Buyer hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer.

7 POSSESSION OF THE UNIT

- 7.1 **Schedule for possession of the said Unit** - The Developer agrees and understands that timely delivery of possession of the Unit to the Buyer and the Common Areas to the Association of Buyers or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer shall offer the possession of the Unit to the Buyer, after obtaining the occupation certificate for Godrej Palm Retreat 1 **on or before June 03, 2025 or as may be extended by UPRERA from time to time; ("Completion Time Period")**, subject to the Buyer being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided, however, the Completion Time Period 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 Buyer including on account of any default on the part of the Buyer.
- 7.2 Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Buyer agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project/phase due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Buyer the entire amount received by the Developer from the allotment within the time period prescribed in the Prevalent Laws. The Developer shall intimate the Buyer about such termination at least thirty days prior to such termination. After refund of the money paid by the Buyer, the Buyer agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.3 **Procedure for taking possession**
- 7.3.1 The Developer, upon obtaining the occupation certificate from the Competent Authority shall and the Buyer performing and fulfilling its obligations as mentioned in this Agreement, the Developer shall issue a written notice

(“**Possession Notice**”), to the Buyer to take the possession of the Unit within (2) two months from the date of issuance of the occupation certificate or within such further period as permissible under the Prevalent Laws. The Parties shall execute the Sub-Lease deed within the timelines as prescribed under the Prevalent Laws.

7.3.2 The Buyer shall complete the following tasks within such period as mentioned in the Possession Notice issued by the Developer:

- (i) Pay to the Developer the balance of the Total Price, stamp duty and registration charges for the Sub-Lease Deed together with all dues, outstanding and arrears thereto (if any) and Additional Charges (if any);
- (ii) On demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with formation of the Association/ apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sub-Lease Deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association.
- (iii) Execute necessary documents, declarations, indemnities, undertakings etc. as the Developer may require;

The date on which the period specified in the Possession Notice shall expire shall be the “**Possession Notice Expiry Date**”. The Buyer further agrees and acknowledges that the Developer’s obligation of delivering possession of the Unit shall come to an end on the **Possession Notice Expiry Date**. Once the Buyer does not take possession till the Possession Notice Expiry Date, the Buyer shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Developer agrees and undertakes to indemnify the Buyer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide copy (on demand) of occupation certificate in respect of Godrej Palm Retreat I at the time of execution of Sub- Lease Deed of the same.

7.3.3 The Buyer shall execute the Sub-Lease Deed with the Developer in the format prescribed and get it duly stamped and registered with the Sub Registrar of Assurances, Noida within such time period as permissible under the Act. All costs, charges, expenses etc. towards the said execution and registration of the Sub-Lease Deed including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same shall be borne and paid by the Buyer. In the event the Buyer fails to pay the said costs, charges, expenses etc. then the Developer shall be entitled to postpone the execution and registration of Sub-Lease Deed and handover of possession of the Unit till the time Buyer pays all such costs, charges, expenses etc. In case Buyer fails to pay the said costs, charges, expenses etc. within the Possession Notice Expiry Date then the same shall be a Buyer’s Event of Default under this Agreement and the Developer shall be entitled to terminate this Agreement in terms of Clause 10.3(ii) hereof.

7.3.4 The Developer shall, simultaneously with the payment of the balance Cost of Property, stamp duty and registration charges for the Sub-Lease Deed together with all dues, outstanding and arrears thereto (if any), Additional Charges (if any) and execution of Sub-Lease Deed; under this agreement by the Buyer, handover the possession of the Unit as per specifications stated in **Schedule IV**.

7.4 **Failure of Buyer to take Possession of Unit** - Upon receiving the Possession Notice from the Developer, the Buyer shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit to the Buyer. Notwithstanding anything contained in the Agreement, in case the Buyer defaults to comply with its obligations as stated in the present agreement and/or fails to take over the possession of the Unit as stipulated in the Possession Notice, then the Buyer shall also be liable to pay to the Developer holding charges of Rs. 21.53 (Rupees Twenty One Rupees Fifty Three Paise only) per month per square meter (“**Holding Charges**”) of the Total Area for the period beyond three months till the actual date of possession and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities and Limited Common Areas and Facilities for the period of such delay, which shall be payable by the Buyer within the time period stipulated by the Developer. During the period of said delay, the Unit shall remain locked and shall continue to be in possession of the Developer

but at the sole risk, responsibility and cost of the Buyer in relation to its deterioration in physical condition.

- 7.5 **Possession by the Buyer** – It is expressly agreed between the Parties that at the time of issuance of the Possession Notice, the Buyer shall fully satisfy himself that the plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Unit are as per specifications stated in **Schedule IV** hereto or its equivalent and after doing so, shall acknowledge the same in writing to the Developer. From the Possession Notice Expiry Date or the date of execution of Sub-Lease Deed, whichever is earlier, the said Unit shall be at the risk of the Buyer, irrespective of whether possession of the Unit has been taken over by the Buyer or not. The Buyer shall be responsible for any loss or damage to the Unit arising from the deterioration, or decrease in value of the said Unit. Further, the Buyer shall be liable to bear and pay, from the Possession Notice Expiry Date, the proportionate charges of all outgoings/ charges in respect of the said Unit as may be levied by the Developer or Association or Maintenance Agency, Competent Authorities, as the case may be, together with all rates, Taxes, cesses, assessments, betterment charges, property tax, land under construction tax, levies etc. under the Applicable Laws.
- 7.6 **Cancellation by Buyer** – In the event, the Buyer intends to cancel/ withdraw his allotment in the Project, prior to receipt of Occupation certificate, without any fault of the Developer then the Buyer shall give a prior written notice (“**Notice**”) of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement, the Developer shall be entitled to forfeit the Booking Amount along with the Non-Refundable Amount paid with respect to the Unit. The Developer shall return 50% (fifty percent) of the balance amount of money paid by the Buyer after the execution of the deed of cancellation and within such time period prescribed in the Prevalent Laws and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/ withdrawal by the Buyer, whichever is earlier. The Developer shall inform the previous Buyer the date of re-allotment (if-any) of the said Unit and also display this information on the official website of Authority on the date of re-allotment. For getting refund of aforesaid amount, the Buyer shall have to execute and register the deed of cancellation or such other document (“**Deed**”) within 15 (fifteen) days of the date of cancellation, failing which the Developer shall have the right to proceed for execution/ registration of the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Buyer and the Buyer hereby acknowledges and confirms the same. The Buyer further confirms that any delay or default in execution/ registration of such Deed shall not prejudice the cancellation, the Developer’s right to forfeit the Booking Amount along with the Non-Refundable Amount and refund the balance to the Buyer and the Developer’s right to sell/transfer the Unit to any third party.
- 7.7 However, notwithstanding anything mentioned in the present Agreement, it is hereby agreed by the Parties that upon receipt of occupation certificate for the said Unit, the Buyer shall not be entitled to terminate this Agreement. Further, in case the Buyer fails to respond and/or neglect/s to take possession of the Unit by the Possession Notice Expiry Date; then the Developer shall also be entitled along with other rights under this Agreement to forfeit/claim the entire Cost of Property towards the Unit along with the Non-Refundable Amount. The Buyer further agrees and acknowledges that the Developer’s obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Buyer for the possession of the Unit.
- 7.8 **Compensation** - The Developer shall compensate the Buyer in case of any loss caused to him due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a (i) Force Majeure event, if the Developer fails to complete or is unable to offer possession of the Unit on or before the Completion Time Period; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand from the Buyer, in case the Buyer wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with Interest within timelines prescribed under the applicable laws of it becoming due.

Provided if the Buyer does not intend to withdraw from the Project, the Developer shall pay the Buyer, Interest for every month of delay, till the offering the possession of the Unit to the Buyer, which shall be paid by the Developer

to the Buyer within timelines prescribed under the Applicable Laws of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Buyer as follows:

- (i) The Developer has clear and marketable title with respect to the Project Land except as stated in Clause 18 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;
- (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) 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 Buyer created herein, may prejudicially be affected;
- (iv) 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 which will, in any manner, affect the rights of Buyer under this Agreement;
- (v) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Buyer in the manner contemplated in this Agreement;
- (vi) The Developer shall duly pay 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 Authority till the Possession Notice Expiry Date. However if any such charges are due and payable by the Developer, the same shall be duly paid along with interest (if any) before issuing the Possession Notice;
- (vii) The Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Unit.
- (viii) That the Buyer acknowledges that the 7 (Seven) payments with respect to the Project Land are yet to be paid. The same shall be paid by the Developer over a period of time.
- (ix) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Land, and Unit and Common Areas and Facilities.
- (x) The Developer confirms that the Developer is not restricted in any manner whatsoever from transferring the said Unit to the Buyer in the manner contemplated in this Agreement
- (xi) At the time of execution of the Sub-Lease deed and subject to the fulfilment of the Buyer/s obligations under the Agreement, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Buyer and the Common Areas to the association of Buyers or the competent authority, as the case may be.
- (xii) To the best of the Developer's knowledge 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 by or served upon the Developer in respect of the Project Land and/or the Project.

9 FORMATION OF ASSOCIATION

- 9.1 The Buyer understands and agrees that the Developer may, as may be required under Applicable Laws, form (i) separate company/ condominium/ society/ association of apartment owners (“**Association**”) for Project and /or each phase in the Project; (ii) or form a single Association for all the phases in the Project. Further, in case the Developer forms separate Association for each of the phase in the Project, the Developer may form an apex body over and above all Association. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective projects/land parcel and the rights, entitlements and obligations of the buyers with respect to the Common Area and Facilities. The Common Area and Facilities within the Project shall be transferred to the Association by the Developer in accordance with Applicable laws upon obtaining occupation certificate. The Buyer shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within fifteen days from the same being forwarded to the Buyer. The Buyer shall on demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with formation of the Association / apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering sub-lease deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Buyer to the Common Areas and Facilities and Limited Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Developer may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project.

10 EVENTS OF DEFAULTS AND CONSEQUENCES

- 10.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide the offer of possession of ready to move in Unit to the Buyer within the time period specified in the Prevalent Laws or fails to complete the construction of Godrej Palm Retreat 1 within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Clause, 'ready to move in unit' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Developer’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

- 10.2 In case of Default by Developer under the conditions listed above a non-defaulting buyer is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Buyer stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Buyer be required to make the next payment without any interest; or
- (ii) The Buyer shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Buyer under any head whatsoever towards the purchase of the Unit, along with Interest within the time period prescribed in the law.

Provided that where the Buyer does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, by the Developer, Interest, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Buyer within the time period prescribed under the Prevalent Laws.

- 10.3 The Buyer shall be considered under a condition of Default, on the occurrence of the following events (“**Buyer’s Event of Default**”):

- (i) In the event if the Buyer fails or neglects to make the payment of (2) two consecutive demands for an installment as per the Payment Plan, in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Buyer as mentioned in this Agreement on due dates, despite having being issued notice in this regard, the Buyer shall be liable to pay Interest (as defined in the definition clause) to the Developer on the unpaid amount from the time the first demand fell due.
- (ii) In case the default of the Buyer mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Buyer in that regard, the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the Booking Amount along with the Non-Refundable Amount.
- (iii) In the event if the Buyer fails to comply with its obligations, terms, conditions as set out in this Agreement and fails to rectify the default within the aforesaid period of 15 days except for Clause 10.3(i), then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit Booking Amount along with the Non-Refundable Amount.

The Developer shall intimate the Buyer about such termination at least 30 (thirty) days prior to such termination.

10.4 After the said forfeiture, the Developer shall refund the balance amounts, if any, to the Buyer or to his banker / financial institution, as the case may be, without any liabilities towards interest/ cost/ damages whatsoever upon the Buyer executing and registering the 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 Buyer and the Buyer hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit various amounts paid/due from the Buyer subject to the provisions/limits as prescribed under Applicable Laws and refund the balance to the Buyer and the Developer's right to sell/transfer the Unit to any third party;

10.5 On and from the date of such termination on account of Buyer's Event of Default as mentioned herein above ("**Termination Date**"), the Parties mutually agree that:

- (i) The Buyer shall be left with no right, title, interest, claim, lien, authority whatsoever, either in respect of the Unit or under this Agreement and the Developer shall be released and discharged of all its liabilities and obligations under this Agreement. The Buyer acknowledges that the present clause shall survive the termination of the present Agreement.
- (ii) The Developer shall be entitled, without any claim or interference of the Buyer, to convey, sell, transfer and/or assign the Unit in favour of third party(ies) or otherwise deal with it as the Developer may deem fit and appropriate, in such a manner that this Agreement was never executed and without any claim of the Buyer to any sale proceeds of such conveyance, sale, transfer and/or assignment of the Unit in favour of third party(ies).
- (iii) The said refund by the Developer to the Buyer as stated in Clause 10.3 above, sent through cheque / demand draft by registered post acknowledgement due or by courier at the address of the Buyer mentioned herein, shall be full and final satisfaction and settlement of all claims of the Buyer under this Agreement, irrespective of whether the Buyer accepts / encashes the said cheque / demand draft or not.
- (iv) In the case of allotment of Unit in favour of multiple holders then, unless a duly executed instruction by all such holder(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Buyer under the terms of this Agreement upon termination, shall be made to the first mentioned Buyer, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint holders/allottee(s)

- 10.6 The Buyer acknowledges that on account of termination/cancellation of allotment of the Unit for any reason whatsoever, the Developer shall suffer a loss to the tune of the Booking Amount along with the Non-Refundable Amount. The Buyer agrees that the Developer shall be entitled to deduct the Booking Amount along with the Non-Refundable Amount, which the Buyer agrees to be a genuine pre-estimate of damages which the Developer shall suffer on account such termination/cancellation and is not punitive in nature.
- 10.7 The Buyer further undertakes to present himself for surrender of the Agreement, upon termination/cancellation of the allotment as may be required under the Applicable Law, at the office concerned sub-registrar of assurances. Further, the Buyer undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for the surrender of the definitive documents on termination/cancellation of the allotment by the Parties.

11. TRANSFER

- 11.1 After payment of minimum 20% of the Cost of Property by the Buyer and subject to prior written consent of the Developer, the Buyer may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity provided the Buyer is in compliance of all terms and conditions of this Agreement. Any such transfer/ assignment/ nomination by the Buyer shall be subject to Applicable Laws, notifications/ Governmental directions; the Buyer submitting documentary proof as may be required by the Developer; payment of the monies due and payable by the Buyer under this Agreement; and payment of applicable administrative fee of Rs.750/- (Rupees Seven Hundred and Fifty) per square meter of the Total Area. The first transfer charge shall be free of such transfer/administrative charges. The Buyer understands that the Developer may grant or refuse permission, and if so granted the same shall be subject to the conditions/ compliances as may be required to be fulfilled by the Buyer. However, there shall be no administrative charges payable if the transfer/ assignment is proposed to be made in favour of a blood relative of the Buyer including spouse, provided in such case, the Buyer submits documentary proof as may be required by Developer. In case of name addition/deletion in allotment documents administrative fee of Rs. 750/- (Rupees Seven Hundred Fifty) per square meter of the Total Area shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name(s) of blood relatives of Buyer including spouse upon submission of documentary proof. However, any charges with respect to the registration/amendment/transfer payable to the Authority shall be borne by the Buyer alone.
- 11.2 For such transfer to be recorded / endorsed by the Developer, Buyer 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 Agreement. The Buyer shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
- 11.3 The Buyer has understood and agrees to comply with the terms and conditions of the transfer of the Unit as set forth in this Clause 11 of this Agreement and has understood his rights, obligations and liabilities in respect thereto. The Buyer agrees to abide by all the Applicable Laws which are applicable or will be applicable to the jurisdiction in general and to said Project including the Unit in particular.

12. MAINTENANCE OF THE SAID UNIT/ PROJECT

- 12.1 The Buyer shall be solely liable and responsible for maintenance of inside of the Unit and be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition and is expected to have suitable valid insurance policies at all times to cover all possible hazards.
- 12.2 The Developer on its own or through a third party engaged by it shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers as per Applicable Laws.
- 12.3 The Buyer is aware that the Project requires proper and periodic maintenance and upkeep and unless the Project including its Common Areas and Facilities are maintained in proper form with neat and clean environs, the full utility of the Project cannot be availed by the users/ occupants. It is for these, amongst other reasons, that the Buyer has agreed to purchase the Unit on the specific understanding that the right to use Common Areas and Facilities

shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Developer or the Association. The Developer, for the purposes of carrying out such maintenance services at the Project, may employ/ hire a maintenance agency (“**Maintenance Agency**”) appointed for the said purposes. The Buyer agrees to comply with all rules, regulations, directions etc. framed by Developer/ Association/ Maintenance Agency and/or under the Applicable Laws with regard to provision of maintenance services in the Project. It is hereby clarified and the Buyer agrees and authorizes the Developer to appoint the first Maintenance Agency in the Project and post formation of the Association, as the case may be, the Developer will novate the facility management agreement (“**FM Agreement**”) in favor of the Association as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Maintenance Agency appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Buyer and/or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Common Areas and Facilities thereto

- 12.4 The Buyer hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. (“**Maintenance Charges**”) to the Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Buyer under this Agreement. The rates of maintenance and service charges shall be fixed by the Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), Taxes, water and electricity charges, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned In case the Buyer fails to pay the Maintenance Charges, to the Developer /Maintenance Agency/ Association as the case may be, the Developer /Maintenance Agency/ Association as the case may be, shall be entitled to adjust the arrears of Maintenance Charges from the interest free maintenance security as mentioned in **Schedule VII**.
- 12.5 The Buyer acknowledges that Advance Maintenance Charge (calculated at an estimated rate) for a period of 1 (one) year from the Completion Time Period has already been included in the Total Price of the Unit. Further, if the Maintenance Agency is not formed within 1(one) year from the Completion Time Period, the Developer shall be entitled to collect from the Buyers amount equal to the amount of maintenance mentioned in the payment plan annexed hereto plus 10 (ten) % in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. On and from the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, the Buyer shall pay Advance Maintenance Charges as mentioned in Schedule VII, which amount shall be adjusted against the actual Maintenance Charges applicable and chargeable to all the unit owners at the Project from the time of handover. Upon formation of the Association the account of the Maintenance Charges paid by the Buyer shall be handed over to the Association.
- 12.6 That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers/ occupants of the Units at the Project on pro-rata basis (i.e. in proportion to the Total Area of the Unit to the total area of all the units in the Project).
- 12.7 The Buyer agrees and understands that in the Project there are certain Units which have exclusive areas, balconies, lawn, terrace etc. attached to the said Units and which are intended to be sold / conveyed along with the said Units only. The Buyer having agreed to purchase the Unit as per the floor plans provided in **Schedule III** and specifications of the Unit as detailed in **Schedule IV** shall not raise a demand or claim upon the Developer to provide any other areas, balconies, terrace etc. which do not form part of the description and specifications of the Unit being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective Unit owners.

13. DEFECT LIABILITY

- 13.1 If the Buyer brings to the notice of the Developer any structural defect or any other defect in workmanship, quality

or provision of services in the Unit within the time period as specified under the Prevalent Laws by the Buyer from the date of handing over possession or the date of obligation of the Developer to offer possession to the Buyer, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within such time period prescribed under Prevalent Laws, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Buyers shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Unit or defective material being used or regarding workmanship, quality or provision of service. Additionally, the Developer shall not be liable including but not limited to of the following :

- (i) structural defects caused or attributable to the Buyer including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
- (ii) structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
- (iii) structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
- (iv) structural defects occurring in the Unit or unit that has undergone unauthorised civil renovations by the Buyer.

13.2 After the Completion Time Period, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 13.1 above) the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Buyer/s and the Buyer/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

14. RIGHT TO ENTER THE UNIT/ PROJECT FOR REPAIRS

14.1 The Developer/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers and/or Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14.2 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Buyer and/or other allottees at the Project (present and future) at all times and the right of access to the Project 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, etc. situated at the Project Lands 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 and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Buyer/ other occupants of the Units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Buyer authorize/s the Developer and / or Maintenance Agency to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other apartments in the Project. In such a case, the Developer and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Buyer on account of entry to the Unit as aforesaid and he Buyer hereby expressly consents to the same.

15. USAGE

Use of basement and service areas: The basement(s) and service areas, if any, as located within the Project, shall be

earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

The Buyer represents, undertakes, confirms, and warrants to the Developer as under –

- 16.1 Upon taking over possession of the Unit, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the Fit-outs/ interior works in the Unit, as per its requirement and use. All such works in respect of Fit-outs/ interior works in the Unit will be done as permitted by the Developer/ Association/ Maintenance Agency and upon payment of such charges as may be levied by the Developer/ Association/ Maintenance Agency. The Buyer ensures and undertakes that all such Fit-outs done internally within the Unit shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project. Without prejudice to the aforesaid, if the Buyer makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit, the Developer shall be entitled to call upon the Buyer to rectify the same and to restore the Unit to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Buyer does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Unit (on behalf of the Buyer) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Buyer. If the Buyer fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Unit and the Developer shall have the right to recover such cost/charges from the interest free maintenance security charges paid by the Buyer as per the details of pricing mentioned in Schedule VII. The Buyer 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 Unit and/or damage to the Common Areas and Facilities as a result of any unauthorized repairs in the Unit 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 Unit or the Common Area and Facilities.
- 16.2 The Buyer shall use the Unit as per the provisions of this Agreement, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Units in the Project nor for any illegal or immoral purposes.
- 16.3 The Buyer shall from the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition. The Buyer shall carry out, at his own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Buyer is guilty of any act or omission in contravention of this provision, the Buyer shall be responsible and liable for the breach and also for the consequential loss or damage, to the Developer or Association or the Competent Authority, as the case may be.
- 16.4 The Buyer shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Buyer shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Buyer shall, with the prior written consent of the Developer, be at liberty to fix safety grills on the windows of the Unit, of such design as the Developer may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Buyer or there is a deviation from the specifications prescribed by the Developer; the Developer shall be entitled to remove, at the cost and risk of the Buyer, all such grills which may have been fixed at the Unit together with any decorations,

alterations, additions or improvements in the Unit made by the Buyer in contravention to the provisions of this Agreement. The Buyer shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Buyer agrees and confirms that in the event the Buyer takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Buyer and the Buyer shall indemnify the Developer towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Developer.

- 16.5 The Buyer shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance. After possession of the Unit is handed over the Buyer, the Buyer may insure the Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- 16.6 The Buyer hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Buyer under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Money Laundering Regulations**”). The Buyer further declare/s and authorize/s the Developer to give personal information of the Buyer to any statutory authority as may be required from time to time. The Buyer 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 Buyer 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 Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Buyer shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer, which the Buyer hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Buyer shall be refunded by the Developer to the Buyer in accordance with the terms of this Agreement only after the Buyer furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Buyer.
- 16.7 The Buyer shall neither encroach upon the Common Areas and Facilities and Limited Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 16.8 The Buyer shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Developer or the Association. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Buyer.
- 16.9 The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities or any portion of the Project.
- 16.10 The Buyer shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit. The Cost of Property includes partial power backup of 3KVA (for 1BHK), 5KVA (for 2BHK and 3BHK) and 7KVA (for 4BHK) depending on the Unit booked by the Buyer.
- 16.11 The Buyer shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities and the Limited Common Areas and Facilities.

- 16.12 The project shall always be known as “Godrej Palm Retreat” and this name shall not be changed by anyone including the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Developer and the Buyer shall not be entitled to raise any objection/hindrance on the same.
- 16.13 It is further agreed by the Buyer that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) with the Project shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Buyer that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including Project Land, the Building, as well as the Association / apex body / apex bodies (which would be formed gradually), unless a different understanding is captured between GPL and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Buyer 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.
- 16.14 The Buyer agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the Unit in favour of the Buyer against the Developer other than rights and interests as contemplated under this Agreement. Further, the Buyer agrees that he shall not, without the written approval of the Developer, create any encumbrance, mortgage, charge, lien, on the Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sub-Lease Deed in his favour by the Developer,. However, the Buyer may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Developer. The Buyer may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/ title in the same is conveyed/ transferred in his favour by virtue of execution and registration of the Sub-Lease Deed. Any such arrangement/ agreement shall be entered into by the Buyer at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Developer may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Developer shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Buyer may obtain from such bank/ financial institution. The Buyer shall, at the time of grant of permission or NOC by the Developer, furnish an undertaking / declaration to the Developer to indemnify the Developer for all costs, expenses, injuries, damages etc. which the Developer may suffer for any breach / default that may be committed by the Buyer to the third party(ies) / banks/ financial institution. In this regard, the Developer may at the request of Buyer, enter into a tripartite agreement with the Buyer’s banker / financial institution to facilitate the Buyer to obtain the loan from such bank / financial institution for purchase of the said Unit. The Buyer hereby agrees that the Developer shall be entitled to terminate this Agreement at the request of the Buyer’s banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Buyer.
- 16.15 The Buyer shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities, the Limited and Common Areas and Facilities within the Project or on the external façade of the Project. However, the Buyer may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Developer or the Association, as the case may be. The Buyer agrees to obtain a prior written approval from the Developer or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- 16.16 From the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, and till the time each such Unit in the Project is not separately assessed, the Buyer agrees to pay on demand all Taxes,

charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Total Area of the Unit. Such apportionment of the Taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developer or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Buyer.

16.17 The Buyer hereby agrees and undertakes to be a member of the Association to be formed of all the unit owners in the Project and to sign and execute the application for registration, other papers and documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. The Buyer shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, including but not limited to the following:

- (i) The entrances in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
- (ii) The Buyer shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other buyers/ occupants. The Buyer shall not use any loud speaker in the Unit which shall disturb or annoy other buyer / occupants in the Project;
- (iii) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Buyer if found to be in default;
- (iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities and the Limited Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project unless they are accompanied by someone;
- (v) No television aerial shall be attached to or hung from the exterior of the said Unit;
- (vi) Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Developer / Association / Maintenance Agency may direct;
- (vii) The Buyer undertakes not to park his vehicles outside the Unit or any other area not specifically designated for his use as car parking. No vehicle belonging to a Buyer or to a family member, guest, tenant, employee of the Buyer shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

The Buyer shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Developer from time to time. The Buyer shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or Maintenance Agency, as the case may be.

16.18 In case of termination of this Agreement, all documents executed/ received by the Buyer(s) in furtherance thereto shall stand terminated for all intents and purposes and the Buyer(s) shall return all documents (in original) to the Developer.

16.19 The Cost of Property is exclusive of the statutory deposits to be made by Developer to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Buyer on a pro-rata basis as and when demanded by Developer/ Competent Authority. The lease rent shall be paid by the Buyer on pro-rata basis once the possession of the Unit is offered to it by the Developer. In case the same gets enhanced under the Applicable Laws including revision of lease rental, whether prospectively or retrospectively, the same shall be payable by the Buyer. Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Developer from the Competent Authorities, the same shall be adjusted in future installment or refunded to the Buyer on pro-rata basis as the case may be.

- 16.20 The Buyer further confirms having sought detailed explanations and clarifications from the Developer and that the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Developer, the Buyer herein has signed this Agreement and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.
- 16.21 The Buyer hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications 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 Buyer has/have not relied on the same for his/her/their/its decision to acquire the Unit in the Project.
- 16.22 The Buyer acknowledge(s), agree(s) and undertake(s) that the Buyer 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 Buyer nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
- 16.23 The Buyer undertakes that the Buyer has/have taken the decision to purchase the Unit in the phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Buyer 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.
- 16.24 The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Buyers and/or Maintenance Agency appointed by Association of Buyers. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.25 The Buyer 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 Unit by concerned authorities due to non-payment by the Buyer or any other apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- 16.26 Save and except the information / disclosure contained herein the Buyer confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Unit or refund of the monies paid by the Buyer 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.
- 16.27 The Buyer hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association and the Buyer agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the Association 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).
- 16.28 The Buyer undertakes not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit 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 Unit without the prior written permission of the Developer and/or the Association.
- 16.29 The Buyer agrees and understands that the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately on the Project Land by the residents/occupants of the Project in the jurisdiction of the concerned Municipal Authority.

- 16.30 The Buyer undertakes not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Unit, without the prior written permission of the Developer/association/concerned authorities;
- 16.31 The Buyer/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 Unit until all the dues payable by the Buyer/s to the Developer under this Agreement are fully paid up.

17. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up 'additional structure(s)' anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

The Buyer understands that the Developer is developing the Project Lands in phased manner. As such the total FAR on the Project Land may be allocated by the Developer to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Buyer has understood the same and undertakes not to raise any dispute in this regard. The Buyer agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Project Land as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Buyer further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses. The Buyer shall give its consent as required under the Applicable Law.

All FAR at any time available in respect of the Project Land or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Project as contemplated by the Developer is completed by the Developer and building(s) / Land is conveyed to the Association / apex body / apex bodies in the manner set out herein below.

18. MORTGAGE OR CHARGE

The Buyer acknowledges that the Developer shall be availing construction finance from a scheduled bank/financial institution for the development of the Project and may mortgage the receivables along with the Project Land from the Project to the said bank/financial institution. The said mortgage or charge shall not affect the right and interest of the Buyer who has taken or agreed to take on sub-lease the present Unit and NOC shall be provided as and when required.

19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010)

The Developer has assured the Buyers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act or any other Prevalent Laws.

20. BINDING EFFECT

Forwarding this Agreement to the Buyer by the Developer does not create a binding obligation on the part of the Developer or the Buyer until, firstly, the Buyer signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Buyer and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Buyer(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Buyer and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Buyer for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Buyer, the present allotment shall be treated as cancelled/

withdrawn by the Buyer and refund of amount shall be dealt in terms of the Application form signed by the Buyer.

The applicable stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and Sub-Lease Deed in respect of the said Unit and sub-lease of undivided proportionate title in common area in favour of the Association shall be borne and paid by the Buyer as and when demanded by the Developer. The proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Buyer as and when demanded by the Developer.

21. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. This Agreement supersedes the Application and the Allotment Letter issued by the Developer. The Buyer 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 Buyer 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 Buyer in any manner to enter into this Agreement. This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON BUYER/ SUBSEQUENT BUYERS:

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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Buyer in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Buyer that exercise of discretion by the Developer in the case of one Buyer shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Buyers.
- 23.2 The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

24. SEVERABILITY:

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

as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Buyer has to make any payment, in common with other Buyer(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project or the phase as the case may be.

26. 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.

27. REPRESENTATIONS BY THIRD PARTIES

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

28. SATISFIED WITH THE DEVELOPER'S TITLE

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's/ Development Managers's Office, or at some other place, which may be mutually agreed between the Developer and the Buyer, and after the Agreement is duly executed by the Buyer and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Noida.

30. NOTICES:

That all notices to be served on the Buyer and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer or the Developer by Registered Post at their respective addresses mentioned herein above.

It shall be the duty of the Buyer and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters

posted at the above address shall be deemed to have been received by the Developer or the Buyer, as the case may be.

31. JOINT BUYERS

That in case there are Joint Buyers all communications shall be sent by the Developer to the Buyer 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 Buyers and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Buyer/s and the same shall fully and effectively discharge the Developer of its obligation in this regard. .

32. ORIGINAL TITLE DOCUMENTS

The Developer, on the completion of construction of the Project and upon registration of sale / sub-lease deeds of all the Units in the Project, shall hand over/deal with all the originals title deeds, license, approvals and other documents as may be required under Applicable Laws.

33. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Buyer, in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale /Lease for such Unit, as the case may be, shall not be construed to limit the rights and interests of the Buyer under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made thereunder.

34. 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 Uttar Pradesh 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 the Act and the Rules 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.

35. INDEMNITY

The Buyer undertakes to indemnify and keep the Developer, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (“**Claims**”) which may be faced, suffered, inflicted or incurred by the Developer as consequence of breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Buyer or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Buyer shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Unit due to the Buyer’s willful misconduct and/or negligence. In such an event, the Buyer shall keep and hold the Developer fully indemnified for the quantum of loss, penalty caused or borne by the Developer, claims or demands raised on the Developer due to such willful misconduct and/or negligence on the part of the Buyer.

36. RIGHT TO TRANSFER BY THE DEVELOPER

The Developer may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Project Land or Project or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

In addition to the above, the Developer reserves the right to assign / transfer all or any of its rights and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the Project in accordance

with Applicable Laws. With effect from such date of assignment, all the letters and correspondence exchanged with the Buyer including the monies paid there under shall automatically stand transferred in the name of such new company/entity without any alterations in the original terms and conditions. The Buyer has no objection to the same and shall continue to perform all his obligations towards such new company/entity in accordance with the terms hereof.

37. DISPUTE RESOLUTION:

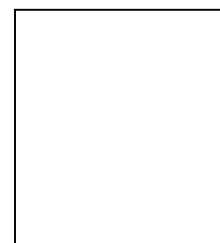
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which (i) the Parties shall in the first instance, if permitted under Applicable Laws, have the option to settle 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 conducted in English only and be held at an appropriate location in Mumbai.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sub-lease in the presence of attesting witness, signing as such on the place and date first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Buyer

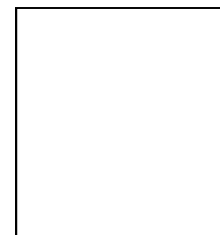
1. _____



2. _____



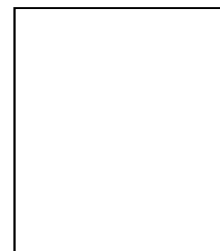
3. _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

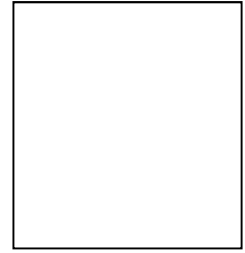
Signature (Authorized Signatory)
Name



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Confirming Party:

Signature (Authorized Signatory)
Name



At on in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

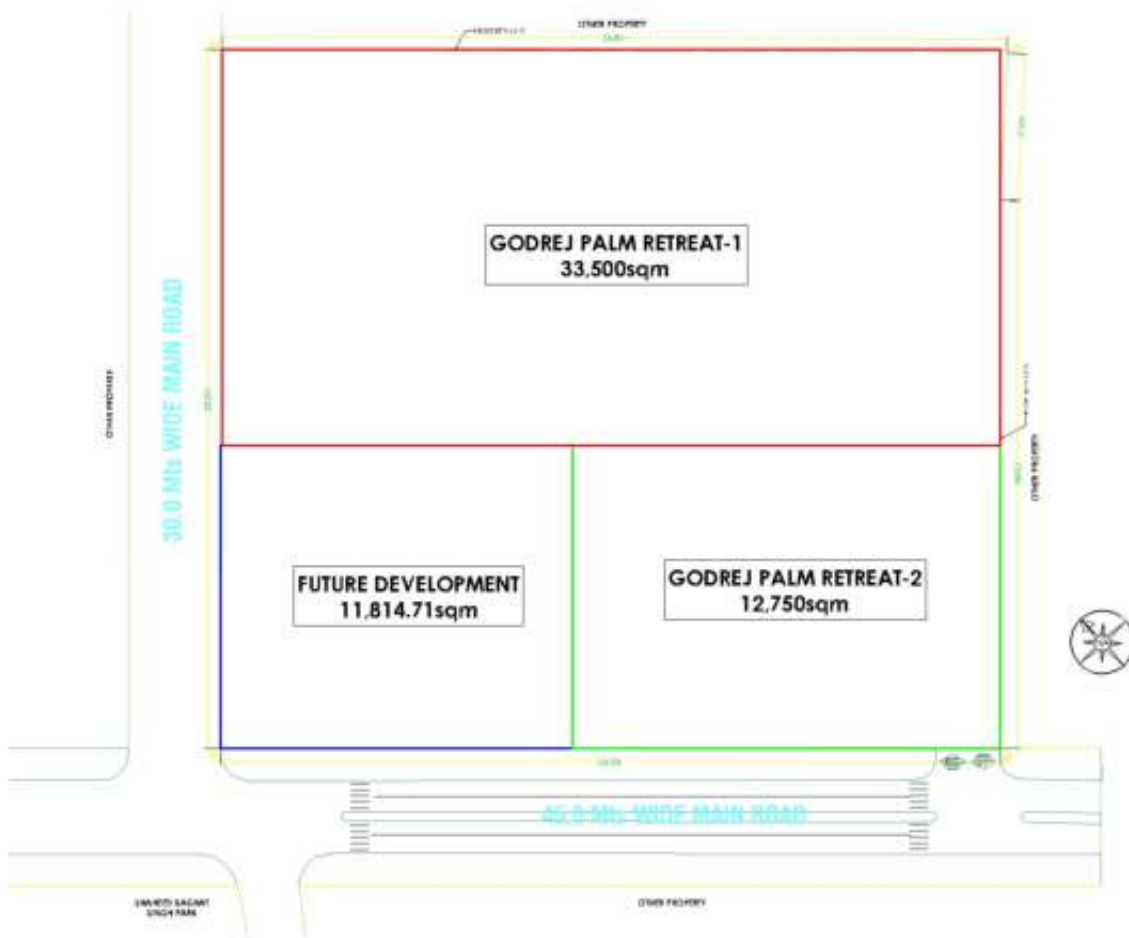
2. Signature _____

Name _____

Address _____

SCHEDULE 'T'

PROJECT LAND



SCHEDULE II

LAY OUT PLAN OF THE PHASE AND MLP



SCHEDULE III

FLOOR PLANS

SCHEDULE IV
SPECIFICATIONS OF THE UNIT

SPECIFICATIONS					
SPACE DESCRIPTION	FLOOR FINISH	SKIRTING	WALL FINISH	CEILING FINISH	REMARKS
LIVING/ DINING/LOBBY	ENGINEERED MARBLE	ENGINEERED MARBLE SKIRTING	ACRYLIC EMULSION PAINT AS SPECIFIED	OIL BOUND DISTEMPER	
MASTER BEDROOM	LAMINATED WOODEN FLOOR	LAMINATED WOODEN SKIRTING	ACRYLIC EMULSION PAINT AS SPECIFIED	OIL BOUND DISTEMPER	
MASTER TOILET	ANTI SKID TILE	----	CERAMIC TILES UPTO 2100MM ON WET AREAS FROM FINISHED FLOOR, ABOVE 200MM TO BOTTOM OF FALSE CEILING IN OIL BOUND DISTEMPER	WATER RESISTANT GYPSUM BOARD FALSE CEILING/GRID CEILING	GRANITE COUNTER, BATHROOM FITTINGS
OTHER BEDROOM	LAMINATED WOODEN FLOOR	LAMINATED WOODEN SKIRTING	ACRYLIC EMULSION PAINT AS SPECIFIED	OIL BOUND DISTEMPER	
OTHER TOILET	ANTI SKID TILE	----	CERAMIC TILES UPTO 2100MM ON WET AREAS FROM FINISHED FLOOR, ABOVE 200MM TO BOTTOM OF FALSE CEILING IN OIL BOUND DISTEMPER	WATER RESISTANT GYPSUM BOARD FALSE CEILING/GRID CEILING	GRANITE COUNTER, BATHROOM FITTINGS
KITCHEN	ENGINEERED MARBLE	ENGINEERED MARBLE SKIRTING	600MM HIGH CERAMIC DADO ABOVE COUNTER, AND REST IN ACRYLIC EMULSION	OIL BOUND DISTEMPER	GRANITE COUNTER WITH SINK AND CP FITTINGS
BALCONY	ANTI SKID CERAMIC TILE	CERAMIC TILES SKIRTING	GLASS RAILING	EXTERIOR GRADE PAINT	GWALIOR CUT STONE IN COPING
UTILITY ROOM	ANTI SKID CERAMIC TILE	SKIRTING MATCHED TO FLOORING	OIL BOUND DISTEMPER	OIL BOUND DISTEMPER	
UTILITY TOILET	ANTI SKID TILE	----	CERAMIC TILES UPTO 1200MM FROM FINISHED FLOOR, ABOVE 1200MM TO BOTTOM OF FALSE CEILING IN OIL BOUND DISTEMPER	WATER RESISTANT GYPSUM BOARD FALSE CEILING/GRID CEILING	
MAIN ENTRANCE LOBBY	MARBLE FLOORING	MARBLE SKIRTING	TEXTURE/PREMIUM PAINT	GYPSUM BOARD FALSE CEILING/ OIL BOUND DISPENSER	
DOOR & WINDOW FRAMES	Teak Wood Frame in Main door, Hard Wood/Engineered Wood Frame in internal doors and Aluminium/UPVC frame with glass for windows & sliding door windows				
ELECTRICAL FITTINGS	Only switches & socket				
CP Fitting	Yes				
EXTERNAL GLAZING /WINDOWS GLAZING	Aluminium/UPVC frame with glass for windows & sliding door windows				
MAIN DOORS	Teak wood frame veneer shutter				
INTERNAL DOORS	Hard Wood/ Engineered Wood Frame with laminate/painted shutter				

SCHEDULE V
COMMON AREA AND FACILITIES OF THE PROJECT

List of Common Areas and Facilities- Godrej Palm Retreat

Sr. No	Particulars
1.	Reception/Entrance lobby at Ground Floor.
2.	Underground water tank and pump room
3.	Water Supply from Overhead water tanks
4.	Water supply connection provision from main line
5.	Rain water harvesting pits
6.	Approach road to buildings situated within the Project.
7.	Firefighting & Domestic water supply equipment.
8.	Electric sub- station/ transformers/ electrical panels.
9.	Lawns & play areas, including lighting and services.
10.	Guard room
11.	Garbage room
12.	Green landscape areas, water bodies, fountain and lighting / service thereof.
13.	Driveways/roads/walkways/lighting and services.
14.	Boom barrier at entry and exit.
15.	Storm water drainage line
16.	Sewerage drainage line
17.	Sewerage treatment plant
18.	Staircases, lobbies, mummies, passages and landings of individual buildings
19.	Lifts/Lift's shaft and lift Machine room with the equipment.
20.	Lightening protection / arrestor and aviation caution lights.
21.	Common passages / corridors including lighting and firefighting equipment thereof.
22.	Power Distribution System, Sub – Station including DG sets.
23.	Security and Fire control room with Fire detection system / PA system.
24.	Ramp driveways/ staircases/ passage/ shafts / basement ventilation, lighting and services thereof in basement
25.	Sump pumps
26.	Sprinkler system and ventilation system in basement
27.	Common passages / road/ corridors including lighting.
28.	Sunken Club with Pool, Celebration Walkway, SPA, Gym, Indoor Badminton & Squash, Tree Court Godrej Palm Retreat 1 (Cluster A & B, club and commercial) -Tennis Court, Tot Lots, Pavilion, Amphitheatre, Kids Water Play Area, Skating Rink, Sky Terrace. Godrej Palm Retreat 2 (Cluster C) - Maze Hedge, Sculpture Court, Sky Terrace with Club. Future Development - Kids Play Area, Sky Terrace with Club, Skating Rink

List of Common Areas and Facilities - Godrej Palm Retreat- 1

Sr. No	Particulars
1.	Reception/Entrance lobby at Ground Floor
2.	Water Supply from Overhead water tanks.
3.	Water supply connection provision from main line
4.	Rain water harvesting pits.
5.	Approach road to buildings situated within the Project.
6.	Firefighting & Domestic water supply equipment.

7.	Lawns & play areas, including lighting and services. Yes, as per MLP attached.
8.	Guard room.
9.	Green landscape areas, water bodies, fountain and lighting / service thereof.
10.	Driveways/roads/walkways/lighting and services.
11.	Strom water drainage line
12.	Sewerage drainage line
13.	Sewerage treatment plant
14.	Staircases, lobbies, munties, passages and landings of individual buildings
15.	Lifts/Lift's shaft and lift Machine room with the equipment.
16.	Lightening protection / arrestor and aviation caution lights.
17.	Common passages / corridors including lighting and firefighting equipment thereof.
18.	Power Distribution System, Sub – Station including DG sets.
19.	Security and Fire control room with Fire detection system / PA system.
20.	Ramp driveways/ staircases/ passage/ shafts / basement ventilation, lighting and services thereof in basement :
21.	Sump pumps
22.	Sprinkler system and ventilation system in basement
23.	Common passages / road/ corridors including lighting.
24.	Tennis Court, Tot Lots, Pavilion, Amphitheatre, Kids Water Play Area, Skating Rink, Sky Terraces.

List of Common Areas and Facilities- Godrej Palm Retreat- 2

Sr. No	Particulars
1.	Reception/Entrance lobby at Ground Floor
2.	Water Supply from Overhead water tanks.
3.	Water supply connection provision from main line
4.	Rain water harvesting pits.
5.	Approach road to buildings situated within the Project
6.	Firefighting & Domestic water supply equipment.
7.	Lawns & play areas, including lighting and services
8.	Guard room
9.	Green landscape areas, water bodies, fountain and lighting / service thereof;
10.	Driveways/roads/walkways/lighting and services.
11.	Strom water drainage line
12.	Sewerage drainage line
13.	Staircases, lobbies, munties, passages and landings of individual buildings
14.	Lifts/Lift's shaft and lift Machine room with the equipment.
15.	Lightening protection / arrestor and aviation caution lights.
16.	Common passages / corridors including lighting and firefighting equipment thereof.
17.	Security and Fire control room with Fire detection system / PA system
18.	Ramp driveways/ staircases/ passage/ shafts / basement ventilation, lighting and services thereof in basement
19.	Sump pumps
20.	Sprinkler system and ventilation system in basement
21.	Common passages / road/ corridors including lighting.
22.	Maze Hedge, Sculpture Court, Sky Terraces with Club.

SCHEDULE VI
PAYMENT PLAN

MILESTONE	Description
COP - Cost of Property, AMC - Advance Maintenance Charges	

SCHEDULE VII

TOTAL PRICE

Details of Pricing :-		
Sr.No.	Particulars of Consideration	Amount (INR)
(i)	Towards the Carpet Area of Unit	
(ii)	Towards the Exclusive Area of Unit	
(iii)	Interest Free Maintenance Security	
(iv)	Other Charges (OC)*	
(v)	Lease Rent	
A	Cost of Property (i+ii+iii+iv+v)	
B	Taxes#	
C	Advance Maintenance Charges***	
D	Total Price of Property (A+B+C)	

*Other Charges towards Infrastructure Charges, Power Back Up Charges & Club Charges.

***Advance Maintenance Charges for 1 year from Completion Time Period are mentioned at an estimated rate. The actual maintenance charges will be calculated at the prevalent rates at the time of offer of possession.

All Taxes, duties, Cess, (whether applicable/payable now or become applicable/payable in future) including but not limited to TDS and/or goods and services tax (GST), land under construction tax, and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies as applicable in respect of the Apartment, will be charged at actual, in addition to above and are subject to revision as may be levied by the government authorities. In case of any levy such as development charges etc., taxes and duties in future by the government authorities, the same shall be borne by the Applicant(s).

The Buyer acknowledges that all the discounts as provided to the customer at the time of the Application Form have been proportionately apportioned in the price towards Carpet Area and Exclusive area of the Unit in the present pricing sheet.

SCHEDULE VIII

LIST OF APPROVALS

Sr. No.	Name of Approval	Memo No.	Date of Approval
1.	NOC for Height Clearance from Airport Authority of India	AAI/RHQ/NR/ATM/NOC/2016/243/1226-29	14.10.2016
2.	Consent to Establish by Uttar Pradesh Pollution Control Board	H10674/C-1/NOC-1157/2017	14.10.2017
3.	Fire No Objection Certificate	UPFS/2019/6094/GBN/GAUTAMBUDDHANAGAR/2438/DD	26.04.2019
4.	Sanction Plan	NOIDA/M.U.V/2019/IV-1485/1121	15.05.2019
5.	Environmental Clearance from State Level Environmental Impact Assessment Authority, Uttar Pradesh	116/Parya/SEAC/3658/2019	13.06.2019