

## AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

### By and Between

**Godrej Projects North LLP** (LLP No: AAI-7141) (PAN: AAQFG9192F), a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Godrej One, 5<sup>th</sup> Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 (hereinafter referred to as the "**Developer**"), acting through its authorized signatory \_\_\_\_\_, duly authorized *vide* a board resolution dated \_\_\_\_ and presented for registration by \_\_\_\_\_ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **FIRST PART**;

### AND

\_\_\_\_\_, (Aadhaar No.\_\_\_\_\_) (PAN\_\_\_\_\_), aged about \_\_\_\_\_ year, residing at\_\_\_\_\_, hereinafter called the “Allottee(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

### AND

\_\_\_\_\_, (Aadhaar No.\_\_\_\_\_) (PAN\_\_\_\_\_), aged about \_\_\_\_\_ year, residing at\_\_\_\_\_, hereinafter called the “Allottee(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

All parties to this Agreement i.e. the Developer and the Allottee(s) are hereinafter collectively referred to as the “**Parties**” and individually referred to as “**Party**”.

### DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,-

Defined Term	Definition
<b>Act</b>	means Real Estate (Regulation and Development) Act, 2016 as amended from time to time.
<b>Apartment Ownership Act</b>	shall mean the Delhi Apartment Ownership Act, 1986 and rules framed there under as amended from time to time.
<b>Applicable Laws</b>	means and includes act, rules, regulations any applicable central, state or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
<b>Association</b>	the condominium / association of the Allottee(s) / at the Project and/or as the case may be, which shall be formed by the Developer under the Applicable Laws.
<b>Authority</b>	means Delhi Real Estate Regulatory Authority.
<b>Specifications</b>	as defined in Recital G and Schedule VI
<b>Booking Amount</b>	shall mean 10% of the Cost of Property of the Unit.

<b>Car Park Space</b>	shall mean the designated car park space(s) exclusively allotted for parking light motorized vehicles / four wheeler only at the designated parking places for cars forming part of Limited Common Area and Facilities in the Project;
<b>Carpet Area</b>	means the net usable floor area of an 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 Allottee(s) or exclusive verandha area and exclusive open terrace area, appurtenant to the said Unit for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Unit;
<b>Cess</b>	shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law
<b>Common Areas and Facilities</b>	means such areas and facilities in the Project which are required under the Apartment Ownership Act and other relevant Applicable Laws or sanctions to be meant for common use, enjoyment and access of the owners of the Units in the Project as described in Schedule VII hereto and others as may be specifically provided for in the deed of declaration to be registered by the Developer under the provisions of the Apartment Ownership Act;
<b>Competent Authority</b>	shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency, planning authority or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project;
<b>Exclusive Areas</b>	means exclusive balcony, exclusive verandha area and exclusive open terrace (if any) appurtenant to net usable floor area of the said Unit for exclusive use of the Allottee(s) and other areas appurtenant to the net usable floor area of the said Unit for exclusive use of the Allottee(s), if any
<b>Force Majeure Event</b>	shall mean and include (a) war, flood, fire, draught, cyclone, earthquake or any other calamity caused by nature affecting regular development of project, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court affecting the regular development of said Project;
<b>GST</b>	means and includes any tax imposed on the supply of goods or services or both under GST Law;
<b>GST Law</b>	shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
<b>Interest</b>	(i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act and Rules made thereunder.
<b>Limited Common Areas and Facilities</b>	means the reserved open / covered Car Park Spaces in the Project Land 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 Unit owners in the Project to the exclusion of other Unit owners, as may be specifically provided for in the deed of declaration to be filed by the Developer;
<b>Non-Refundable Amount</b>	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 Allottee(s) through a broker and (iii) any Taxes paid by Developer to the statutory authorities and (iv) subvention cost (if the Allottee(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (v) administrative charges as per company policy; (vi) any other Taxes, charges and fees payable by the Developer to the government authorities included but not restricted to the Pass Through Charges.
<b>Pass Through Charges</b>	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 any future increase thereof or imposition by Competent Authority.

<b>Regulations</b>	means the regulations made under Act and Rules
<b>Rules</b>	means the Real Estate (Regulation and Development) Rules, 2017 for the Union Territory of Delhi as amended from time to time.
<b>Total Area</b>	shall mean the Carpet Area and Exclusive Areas collectively
<b>Taxes</b>	includes 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.

## INTERPRETATION

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply:

- (a) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (b) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for allotment or the Allotment Letter, the provision of this Agreement will prevail.
- (c) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- (d) The currency amounts are stated in Indian National Rupees (INR) unless otherwise specified.

## WHEREAS:-

- A. The Developer has acquired right, title and interest in 50% (fifty percent) undivided share ("**SD Land**") of freehold plot bearing no. 88/1-A admeasuring 4235 square yards (0.875 acres), Lady Hardinge Road (now known as 14, Lady Hardinge Road), New Delhi by virtue of Sale Deed dated 03.12.2021 duly registered with Sub Registrar VII, New Delhi as Document No. 11814 on 03.12.2021. The Developer has entered into Development Rights Transfer Agreement ("**DR Transfer Agreement**") dated 03.12.2021, duly registered with the Sub Registrar VII, New Delhi on 03.12.2021 with the registration no 537 in Book 4, Volume No. 1717 at pages 163 to 182, whereby the Developer has acquired development rights of 50% (fifty percent) undivided share ("**DR Land**") of freehold plot bearing no. 88/1-A admeasuring 4235 square yards (0.875 acres), Lady Hardinge Road (now known as 14, Lady Hardinge Road), New Delhi from SK Promoters, (Reg. No 2204 of 2008), a partnership firm existing under the laws of India and having its office at 3/5948, Hardhyan Singh Road, Karol Bagh, New Delhi 110 085. Further, SK Promoters has also granted an irrevocable General Power of Attorney dated 03.12.2021 ("**GPA**"), for valuable consideration as provided under the DR Transfer Agreement, duly registered with the Sub Registrar VII, New Delhi on 06.12.2021 with the registration no. 538 in Book 4, Volume No. 1717 at Pages 183-188 in favour of the Developer with respect to the DR Land. The SD Land and DR Land are hereinafter collectively referred to as "**Project Land**". The Project Land is more particularly described in the **Schedule-I** hereto. Project Land is demarcated/ delineated on the plan attached as **Schedule-II** hereto;
- B. The title of the Developer in the Project Land is free from any Encumbrance (*as defined herein*) and has absolute and unfettered possessory rights and entitlements. Except as stated in Recital A above, no other person has any right, title or entitlement on the Project Land of any nature.
- C. The Developer is in process of developing a group housing complex by the name of "**Godrej Connaught One-Phase I**" comprising of 46 (Forty Six) residential units and 14 (Fourteen) EWS units along with amenities, facilities, services etc. and such other developments as may be permitted on the Project Land. The said Project is duly registered with Delhi Real Estate Regulatory Authority vide Registration No. DLRERA2022P0001 dated 16.03.2022.
- D. The following permissions, sanctions, approvals for development of the Project Land have been obtained:

S. No	Approvals	Memo No.	Date
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1	Building Plan (Plans are valid till 31.07.2025)	Letter number CA/BP/14, Lady Harding Road, New Delhi/ D- 01-05	01.08.2020
2	Fire safety approval by Delhi Fire Service	Letter bearing no. F6/DFS/MS/BP/2020/74	18.02.2020
3	Approval issued by Delhi Urban Art Commission	Letter bearing ULB Code no. NDMC_BP_0039_19-20_Sub_2_F	20.04.2020
4	Land and Development office NOC	Letter number L&DO/L1/9/148(20)/243	10.12.2020
5	Electricity approval	Letter number C-2345/EEP/DES/48	27.01.2020
6	Approval for set up of Electric Sub-Station	Letter bearing no. C-2345/EEP/DES/528	31.12.2019

The Developer shall obtain the balance approvals from various authorities from time to time with regard to said Project.

- E. While sanctioning the said Project, Competent Authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
- F. The Allottee(s) has vide his application dated \_\_\_\_\_ (“**Application Form**”) applied for the allotment of residential Unit having the specification and amenities more particularly described in Schedule VI (“**Specifications**”) in the Project.
- G. The Developer has, vide an allotment letter dated \_\_\_\_\_ (“**Allotment Letter**”), allotted the residential Unit bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor, having Carpet Area of \_\_\_\_\_ square meter, Exclusive Area of \_\_\_\_\_ square meters, Total Area of \_\_\_\_\_ square meter, in Tower \_\_\_\_\_ along with all easements, privileges, rights and benefits attached thereto (“**Unit**”) along with the right to use the Common Areas and Facilities, Limited Common Areas and Facilities (if any) along with exclusive right to use ( ) covered and ( ) open Car Park Spaces as part of Limited Common Area and Facilities in the Project in favour of Allottee(s).
- H. The Allottee(s) acknowledge/s and agree/s and satisfied with all the measurements and Specifications being given in the Unit by the Developer and undertakes that the Allottee(s) shall not raise any objection in respect thereof hereafter.
- I. The layout plan of the Unit agreed to be purchased by the Allottee(s), has been annexed and marked as **Schedule III**. The Specification to be provided in the Unit is annexed hereto and marked as **Schedule VI**. The Common Areas and Facilities and the Limited Common Areas and Facilities for the Project are described in **Schedule VII**;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of Applicable Laws related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do 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;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) (s) hereby agrees to purchase the Unit along with the exclusive right to use the designated Car Park Space as specified in this Agreement; and
- M. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Unit along with the exclusive right to use the Car Park Space (if applicable).
- 1.2 The Allottee(s) agree to pay the cost of property for the Unit which is **INR \_\_\_\_\_ (\_\_\_)** ("**Cost of Property**") details whereof and other charges payable by the Applicant(s) for transfer of the Unit in its favour, are mentioned in **Schedule V ("Payment Plan")**. I/we understand that the total price as mentioned in **Schedule IV ("Total Price")** includes the Goods and Services Tax (GST) and one year advance Maintenance Charges as per clause no 11.4.

Tower No. Unit No. Type Floor Parking: Open () /Covered ()	Rate of Unit per square meter <b>INR</b> /-
Total Price (in rupees) /-	

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee(s) to the Developer towards the Unit. The bifurcation of the Total Price is mentioned in the pricing sheet as annexed and marked as **Schedule IV**.
- (ii) The Total Price as mentioned above includes the Taxes, External Development Charges (EDC), Infrastructure Development Charges (IDC), in connection with the development/ construction of the Project paid/ payable by the Developer to the Competent Authority, up to the date of handing over the possession of the Unit along with exclusive right to use the designated Car Park Space to the Allottee(s) after obtaining the necessary approvals from the Competent Authority for the purposes of such possession.

Provided that, in case there is any change / modification in the Taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee(s) 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 date of completion of the Project 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 Allottee(s).

- (iii) The Developer shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause (i) above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(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;
- (iv) 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), cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit. The Developer has made it specifically clear to the Allottee(s), that the computation of the Total Price as mention in Schedule IV, does not include (i) for any rights over the convenience stores, shops, if any

etc. by the Allottee(s); or (ii) for any rights over areas reserved/ restricted for any other Allottee(s)/ right-holder at the Project; or (iii) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws; 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.

The Allottee(s) 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 and Limited Common Areas and Facilities as determined by the Developer, till such time the Common Areas and Facilities and Limited Common Areas and Facilities are transferred to the Association and thereafter pay such common expenses to the Association and uniformly made applicable for all Allottee(s) / right-holder at the Project. The Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Allottee(s) as determined by the Developer in its absolute discretion.

(v) The Allottee(s) is aware that the Total Price does not include any charge towards right to use the ( ) covered/ ( ) open Car Park Space and the same is being provided free of cost along with the Unit. The Allottee(s) understands that the Car Park Space shall form part of Limited Common Area and Facilities and shall be allocated by the Developer. The Allottee(s) further agrees and undertake that Allottee(s) shall have no concerns towards the identification and allotment/allocation of Car Park Space done by Developer, at any time and shall not challenge the same anytime in future. It is clearly understood by the Allottee(s) that the Allottee(s) shall only have the limited right to use the Car Park Space as per the applicable terms and for the purposes specified under this Agreement. It is clearly understood by the Allottee(s) that the Car Park Space cannot be transferred / leased / sold or dealt otherwise by the Allottee(s) 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 Allottee(s) 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.

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/ or any other increase in 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 Allottee(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the Competent Authorities, the Developer shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project 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 Allottee(s).

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule V (“Payment Plan”)**.

1.5 The Developer may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee(s) for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Developer unless agreed upon by the Allottee(s). The foregoing rebate shall be subject to the Allottee(s) complying its obligations under this Agreement including timely payment of installments. The Allottee(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 Allottee(s) under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee(s).

1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned building plans and Specifications and amenities described herein at Schedule VI and Schedule VII respectively in respect of the Unit or the Project, without the previous written consent of the Allottee(s) if and to the extent required under the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authorities. Provided that, the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made

thereunder or as per approvals/ instructions/ guidelines of the Competent Authorities. The decision of the architect of the Developer shall stand final and binding upon the Allottee(s) in the said scenario.

- 1.7 The Developer shall confirm the final Total Area that has been allotted to the Allottee(s) 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 refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Total Area (and in case of Carpet Area such increase is not more than as prescribed under the Applicable Law), allotted to Allottee(s), the Developer shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as mentioned in Schedule IV.
- 1.8 Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee(s) shall have the right to the Unit alongwith exclusive right to use the designated Car Park Space (if applicable) as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit alongwith exclusive right to use the designated Car Park Space;
  - (ii) The Allottee(s) shall also have a right in the Common Areas and Facilities and the Limited Common Areas and Facilities. The Allottee(s) shall use the Common Areas and Facilities and the Limited Common Areas and Facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas and Facilities and the Limited Common Areas and Facilities to the Association of Allottee(s)/ Competent Authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/completion certificate from the Competent Authority, as the case may be as provided under Applicable Laws;
  - (iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Unit. However, the Allottee(s) shall take prior appointment and abide by all the terms and conditions as decided by the Developer at the time of visitation to the Project site.
- 1.9 It is agreed that the Project is an independent, self-contained Project covering the 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 Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Developer agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., 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 the project). If the Developer fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Developer agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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.
- 1.11 The Allottee(s) has paid a sum of **INR** \_\_\_\_\_/- (\_\_\_\_\_) by way of part payment towards the Booking Amount (part of Total Price) of the Unit at the time of execution of the present Agreement; the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as and when demanded by the Developer within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Interest.

- 1.12 The Developer shall, as part of the Common Areas and Facilities, develop a club which shall have house community/ recreational services and facilities (“**Club/Community Centre**”) in accordance with the permission/ sanctions of Competent Authority, for the enjoyment of all the unit Allottee(s) at the Project. The Allottee(s) understands and agrees that the Developer may engage a third party to operate and manage the Club. The Allottee(s) right to use the Club shall at all times be contingent on due and faithful observance by the Allottee(s) 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 Allottee(s) shall be liable to pay periodic subscription and usage charges, as may be intimated by the Developer/Association from time to time. The Allottee(s) understands that the above referred periodic subscription and usage charges are subject to revision and the Allottee(s) 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/ development milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan. The Developer can raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
- 2.2. The Allottee(s) undertakes to make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement. If the Allottee(s) defaults in making payment on or before the due date, Allottee(s) 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.
- 2.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee(s) under this Agreement, have a first charge / lien on the Unit and the Allottee(s) shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Developer.
- 2.4 All payments required to be made by the Allottee(s) shall be made by cheque / demand draft / pay order, payable at par drawn in favour of “Godrej Connaught One – 50200064892694”. The Allottee(s) 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 Allottee(s) to provide the wire details to Developer. It is clarified that the date of payment 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 Allottee(s) communicates the details of the said wire transfer to the Developer in writing. It is further hereby clarified that any payment(s) made by any person other than the Allottee(s) shall be considered as the payment made by the third party. The Allottee(s) 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.
- 2.5 For the purpose of remitting funds through online transfer by the Allottee(s), the following are the particulars of the beneficiary:

Beneficiary's Name	: GODREJ PROJECTS NORTH LLP RERA COLLECTION
Beneficiary's Account No.	: 50200064892694
Bank Name	: HDFC BANK
Branch Name	: SPLENDOUR TRADE TOWER GURGAON
Bank Address	: SPLENDOUR TRADE TOWER, SECTOR-65, GURGAON, HARYANA 122101
Swift Code	: HDFCINBBXXX
IFSC Code	: HDFC0003676



- 2.6 In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the purchase of the Unit, the Allottee(s) undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Price due and payable to Developer as per details mentioned in the invoice.
- 2.7 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee(s) is/are not honored for any reason whatsoever, then the same shall be treated as Allottee(s)'s Event of Default as defined under clause 9.3 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) plus applicable taxes for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment, plus applicable taxes. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 2.8 The Allottee(s) 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 Allottee(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee(s) fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Allottee(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.

### **3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if residing 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 other 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 any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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. The Allottee(s) 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 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 para 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with all necessary formalities as specified and under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/ allotment of the said Unit for residential/ commercial/ industrial/ IT/ any other usage (as the case may be) applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

### **4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

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

## **5. TIME IS ESSENCE:**

- 5.1 The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities and the Limited Common Areas and Facilities to the Association of Allottee(s) or the Competent Authority, as the case may be, as provided under Applicable Laws.
- 5.2 Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her as per opted payment plan and meeting the other obligations under the Agreement.

## **6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:**

- 6.1 The Allottee(s) has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Unit along with Car Park Space (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the Competent Authority, as represented by the Developer.
- 6.2 The Developer shall develop the Project in accordance with the bye-laws such as Floor Area Ratio ("FAR"), density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of Real Estate Regulatory Authority, etc. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the Competent Authorities 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 Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authorities, and any breach of this term by the Developer shall constitute a material breach of the Agreement.

## **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 Allottee(s) and the common areas to the Association of Allottee(s) or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Unit along with ready and complete Common Areas with all Specifications, amenities and facilities of the Project in place on \_\_\_\_\_ or such extended period as may be granted the Authority, unless there is delay or failure due Force Majeure Events. If, however, the completion of the Project is delayed due to the Force Majeure Events then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure Events are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure Events, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) 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.

- 7.2 Procedure for taking possession

The Developer, upon obtaining the occupation certificate from the Competent Authority and the Allottee(s) performing and fulfilling its obligations as mentioned in this Agreement, shall issue a written notice ("Possession Notice"), to the Allottee(s) to take the possession of the Unit within two months from the date of issuance of the occupation certificate or within such further period as permissible under the Applicable Laws.

The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee(s), after taking possession, agree(s) to pay the Maintenance Charges as determined by the Developer/Association of Allottee(s), as the case may be after the issuance of the occupation certificate for the project. The Developer shall provide copy of

occupation certificate or part thereof in respect of Project at the time of conveyance of the same.

7.3 Failure of Allottee(s) to take Possession of Unit-

Upon receiving a written intimation from the Developer as per Clause 7.2, the Allottee(s) 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 Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Clause 7.2, such Allottee(s) shall continue to be liable to pay applicable maintenance charges and holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter of the Total Area of the Unit along with applicable Taxes (“**Holding Charges**”) for securely holding and keeping the possession of the Unit reserved towards the Allottee.

7.4 Possession by the Allottee(s) - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Allottee(s) or the Competent Authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including Common Areas, to the Association of Allottee(s) or the Competent Authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation/surrender/withdrawal by Allottee(s) – The Allottee(s) shall have the right to cancel/ surrender/ withdraw his allotment in the Project as provided in the Act by giving a prior written notice (“**Notice**”) of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the various amounts paid/due from the Allottee(s) subject to the provisions/limits as prescribed under the Applicable Laws and the present Agreement. The balance amount of money, if any, paid by the Allottee(s) shall be returned by the Developer to the Allottee(s) within the timelines as prescribed under Applicable Laws and the present Agreement for such cancellation.

Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate /Occupation Certificate / Part Completion Certificate / Part Occupation Certificate or any such certificate issued by the concerned authority approving completion of development, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by Allottee(s) after the intimation of receipt of Occupation Certificate. Further, if the Allottee(s) fail/s to respond and/or neglect/s to take possession of the Unit on or before the Possession Notice expiry date, then the Developer shall also be entitled along with other rights under this Agreement to forfeit the Booking Amount and Non Refundable Amount along with Interest on default in payment of instalments (if any), applicable Taxes and any other charges/amounts. The Allottee(s) further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Unit shall come to an end on the Possession Notice expiry date and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Unit.

7.6 Compensation – The Developer shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been 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 Force Majeure Event, Court orders, Government policy/ guidelines, decisions, if the Developer fails to complete or is unable to give possession of the Unit alongwith exclusive right to use Car Park Space (if applicable):

(i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or

(ii) due to discontinuance of his business as the 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 to the Allottee(s), in case the Allottee(s) 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 the Interest including compensation in the manner as provided under the Act within 45 days or such further period as laid down under the Applicable Laws.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Developer shall pay the Allottee(s) the Interest for every month of delay, till the offer of the possession of the Unit, which shall be paid

by the Developer to the Allottee(s) upon becoming due within 45 days or such further period as prescribed under Applicable Laws.

**8. REPRESENTATIONS, WARRANTIES AND RIGHTS OF THE DEVELOPER:**

The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) Except as stated in Recital A, the Developer has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) All approvals, licenses, sanctions and permission issued by the Competent Authorities with respect to the Project(s), as the case may be, as well as for the Unit being sold to the Allottee(s) 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(s) or phase(s), as the case may be, as well as for the Unit and for the Common Areas and Facilities and the Limited Common Areas and Facilities;
- (iv) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (v) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vi) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed/sale deed the, and subject to the fulfilment of the Purchaser's obligations under the Agreement, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit alongwith exclusive right to use Car Park Space (if applicable) to the Allottee(s), Common Areas and Facilities and the Limited Common Areas and Facilities to the association of Allottee(s) or the Competent Authority, as the case may be, as provided under Applicable Law;
- (viii) The Project Land 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 Project Land;
- (ix) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the offer of possession of Unit has been issued under Applicable Law, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas;
- (x) 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.
- (xi) Hoarding rights:

The Allottee(s) hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association / apex body / apex bodies and the Allottee(s) agree/s not to dispute or object to the same. The Developer shall not be liable to pay

any fees / charges to the Association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

(xii) Retention:

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

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

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

(xv) Assignment:

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

(xvi) The Developer has informed the Allottee(s) and the Allottee(s) is aware and agree that in order to provide a common and better quality service the Developer shall decide on the vendors for providing T.V./internet – cable and dish antennae network in the building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Allottee(s) and /or other occupants of unit(s)/ premises in the Project shall not have a right to obtain T.V. / internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Allottee(s) and/or occupants of unit(s)/ premises in the Project and/or the Association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

(xvii) It is hereby expressly agreed by the Allottee(s) that the Developer shall be at liberty to 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.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure Event, Court orders, Government policy/ guidelines, decisions, the Developer

shall be considered under a condition of default, in the following events:

(i) Developer fails to provide ready to move in possession of the developed Unit alongwith Car Park Space (if applicable) to the Allottee(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Component Authority. For the purpose of this para, 'ready to move in possession' 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 or part thereof has been issued by Competent Authority.

(ii) Discontinuance of the Developer's business as the Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Developer under the conditions listed above, Allottee(s) is entitled to the following:

(i) Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any Interest for the period of such delay; or

(ii) The Allottee(s) shall have the option of terminating this Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with the Interest within the time period as laid down under the Applicable Laws:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, Interest for every month of delay till the handing over of the possession of the Unit alongwith Car Park Space (if applicable), which shall be paid on becoming due by the Developer to the Allottee(s) within the timelines as prescribed under Applicable Laws.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events ("**Allottee(s)'s Event of Default**"):

(i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Developer of the installment(s) as per the Payment Plan annexed hereto in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee(s) as mentioned in this Agreement on due dates, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay Interest (as defined in the definition clause) to the Developer on the unpaid amount from the date on which the first demand fell due.

(ii) In case of default by Allottee(s) under the condition listed above continues for a period of 3 (three) consecutive months, in spite of notice from the Developer in this regard, the Developer may terminate this Agreement and cancel the allotment of the Unit alongwith Car Park Space (if applicable) in favour of the Allottee(s) and forfeit the Booking Amount along with the Non- Refundable Amount. The balance amount of money paid by the Allottee(s), if any, shall be returned with respect to such cancellation, by the Developer to the Allottee(s) within the time period as laid down under the Applicable Laws. On such default, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated. Provided that, the Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination or such other time period as laid down under the Applicable Laws.

(iii) Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement, Allotment Letter, and Application Form. In such case if the Allottee(s) fails to rectify the default within a period of 15 (fifteen) days from the date of notice of default except for Clause 9.3 (i), then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the Booking Amount along with Non- Refundable Amount. The Allottee(s) would also be required to discharge any charges/taxes applicable on forfeiture including but not limited to GST.

- 9.4 The Allottee(s) shall not occupy or start residing within the Unit before the grant of occupation certificate. In case the Allottee(s) starts occupying the Unit before the grant of occupation certificate, and without getting the formal offer of possession from the Developer in terms of this Agreement, the same shall be treated as illegal occupation and shall attract a penalty of Rs. 4/- (Rupees Four Only) per day per square meter of the Total Area of the Unit for the wrongful use of the Unit from the date of illegal possession by the Allottee(s) till remedying the same along with any other penalty imposed by the Competent Authority/Government, without prejudice to all other rights and remedies available to the Developer and the Developer shall not be responsible for the unauthorized occupation by the Allottee(s).
- 9.5 After the said forfeiture, the Developer shall refund the balance amounts, if any, to the Allottee(s) or to his banker / financial institution, as the case may be, without any liabilities towards interest/ cost/ damages whatsoever upon the Allottee(s) executing and registering the deed of cancellation or such other document (“**Deed**”) within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute/ register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee(s) and the Allottee(s) 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 the various amounts paid/due from the Allottee(s) subject to the provisions/limits as prescribed under Applicable Laws and refund the balance to the Allottee(s) and the Developer’s right to sell/transfer the Unit to any third party; For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
- 9.6 On and from the date of such termination on account of Allottee(s) Event of Default as mentioned herein above (“**Termination Date**”), the Parties mutually agree that:
- (i) The Allottee(s) 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 Allottee(s) acknowledges that the present clause shall survive the termination of the Agreement.
  - (ii) The Developer shall be entitled, without any claim or interference of the Allottee(s), 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 Allottee(s) 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 Allottee(s) as stated in clause 9.5 above, sent through cheque / demand draft by registered post acknowledgement due or by courier at the address of the Allottee(s) mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee(s) under this Agreement, irrespective of whether the Allottee(s) 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 Allottee(s) under the terms of this Agreement upon termination, shall be made to the first mentioned Allottee(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint holders/Allottee(s).

## 10. **CONVEYANCE OF THE SAID UNIT:**

The Developer, on receipt of Total Price of Unit alongwith exclusive right to use Car Park Space (if applicable), along with any increase in the taxes/ charges/ fees/ levies etc. (if any), shall execute a conveyance deed/sale deed in favour of Allottee(s) preferably within such timelines as may be prescribed under Applicable Laws

from the date of issuance of the occupation certificate or within such further period as permissible under the Applicable Laws.

However, in case, the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold registration of the conveyance deed/sale deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Developer.

## **11. MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT AND FORMATION OF ASSOCIATION**

- 11.1 The Allottee(s) understands and agrees that the Developer shall, as may be required under Applicable Laws, form company/ condominium/ society/ association of Unit owners ("**Association**") in the Project for the purposes of maintenance, repair, management and administration of the Project and handover the maintenance of the Project to the said Association under the Applicable Laws. The Allottee(s), along with other Unit owners in the Project, shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Common Areas and Facilities and the Limited Common Areas and Facilities within the Project shall be dealt with by the Developer in accordance with Applicable Laws. The Allottee(s) shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within fifteen days from the same being forwarded to the Allottee(s). On the formation of Association, rights of the Allottee(s) to the Common Areas and Facilities and the Limited Common Areas and Facilities in the Project shall be regulated by the bye laws and other rules and regulations.
- 11.2 The Allottee(s) specifically recognizes that the Project comprises of multi storied residential buildings and he is agreeing to purchase the Unit situated therein. The Allottee(s) is also aware that the Project requires proper and periodic maintenance and upkeep and unless the Project including its Common Areas and Facilities and the Limited 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 Allottee(s) has agreed to purchase the Unit on the specific understanding that the right to use Common Areas and Facilities and the Limited 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.
- 11.3 The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities, Limited Common Areas and Facilities (if any) 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 Allottee(s) under this Agreement. The rates of maintenance and service charges shall be fixed by the Developer or 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.
- 11.4 The Allottee(s) acknowledges that the advance Maintenance Charge (calculated at an estimated rate) included in the Total Price is being charged for a period of 1 year from offer of possession, thereafter same shall be transferred pro-rata to the Association. The Developer 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 Allottee(s)



upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

- 11.5 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 owners/ occupants of residential units at the Project on pro-rata basis.
- 11.6 The Allottee(s) agrees and understands that certain residential units at the Project have attached to the same exclusive areas, balconies, terrace etc. which are intended to be sold / conveyed along with the said units only. The Allottee(s) having agreed to purchase the Unit of the description and Specifications detailed herein, 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 owner.
- 11.7 The Developer 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. In case, Association fails to take possession of the said essential services as envisaged in the Agreement or Applicable Laws governing the same, then in such a case, the Developer has right to recover such amount as spent on maintaining such essential services beyond his scope. By executing this Agreement, the Allottee(s) agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person as Maintenance Agency. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/or 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 Project, and/or Common Areas and Facilities and the Limited Common Areas and Facilities, amenities and facilities thereto.
- 11.8 The Allottee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Maintenance Agency, for the purposes of framing rules for management of the Project and use of the Unit by the Allottee(s) for ensuring safety and safeguarding the interest of the Developer/ Maintenance Agency and other Allottee(s) and the Allottee(s) also agree(s) and confirm(s) not to raise any dispute/ claims against the Developer/ Maintenance Agency and other agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Maintenance Agency and other Allottee(s) in this regard.
- 11.9 It has been specifically agreed by the Allottee(s) that the Association may as permitted under the Applicable Laws grant on lease, license or franchise any space at the Common Areas and Facilities in the Project for advertisements, display hoardings, poster and signage spaces Project including at corridors, passages, front elevation, atrium, lobbies, balconies and other common areas, terrace, in and around the outer facade of the entire Project and receive rents, profits and other revenue generated there from; without any objection or claim by the Allottee(s) or any other owner(s)/ occupant(s) of the Project. Further, the Association may, as per Applicable Law, carry out promotional / re-creational activities in the Common Areas and Facilities within the Project or outside and around the Project, however such activities do not cause any disturbance to any occupant of the Project.
- 11.10 Upon the possession of the Unit being delivered to the Allottee(s), the Allottee(s) shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Unit provided the Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee(s) or his agents and the Allottee(s) shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee(s) or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid. If the Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Allottee(s) therein, the Allottee(s) consent(s) to the Developer to break open the lock on the main door/entrance of the Unit and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee(s) on account

of such entry into the Unit.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect, in workmanship, quality or provision of services or any other obligations of the promoter as per this Agreement relating to such development is brought to the notice of the promoter by the Allottee(s) within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE WORKS:**

The Developer/ Maintenance Agency/ Association Competent Authority shall have rights of access to the Unit, Common Areas and Facilities and the Limited Common Areas and Facilities, for providing necessary maintenance services and the Allottee(s) agrees to permit the Association and/ or Maintenance Agency/ Competent Authority to enter into the Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

**14. 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 car park spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Developer/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as car park spaces, and the same shall be reserved for use by the Association formed by the Allottee(s), Maintenance Agencies/ Competent Authority for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT AND REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE(S):**

The Allottee(s) agrees, confirms, and warrants to the Developer as under –

- 15.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Competent Authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association and/or Maintenance Agency appointed by Association. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee further undertakes, agrees, confirms, and warrants to observe other compliances mentioned in **Schedule VIII** hereto.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Unit alongwith Car Park Space (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the Union Territory of Delhi and related to the Project.

**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 guidelines/ permissions/ directions or sanctions by Competent Authority.

The Allottee(s) understands that the Developer is developing the Project Land in phase wise manner. As such the total FAR on the Project Land may be allocated by the Developer at its sole discretion, which may or may not correspond to land area comprised in the Project Land, the Allottee(s) has understood the same and undertakes not to raise any dispute in this regard. The Allottee(s) 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. Notwithstanding anything contrary contained herein, the Allottee(s) hereby agree and undertake that the Developer shall have right to revise the approved building plan and get it approved from the Competent Authorities, at its sole discretion, whereby the Developer may revise the location of the water body, change the layout of the 9<sup>th</sup> floor of the Project and making any corresponding changes as may be required in the Project by consuming the unutilized available FAR and/ or additional FAR and the Allottee(s) hereby grants unequivocal and unconditional consent in this regard to the Developer. The Allottee(s) 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 Allottee(s) 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) / Project Land is conveyed to the Association / apex body / apex bodies in the manner set out herein below.

**18. MORTGAGE OR CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit.

**19. APARTMENT OWNERSHIP ACT:**

The Developer has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of Competent Authority prevalent in the Union Territory of Delhi. The Developer hereby is showing the detail of various compliance of above as applicable.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) 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 Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) 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 Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited

by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any Interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and Car Park Space (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit and Car Park Space (if applicable) in case of a transfer, as the said obligations go along with the Unit and Car Park Space (if applicable) for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

- 24.1 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 Allottee(s) 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 Allottee(s) that exercise of discretion by the Developer in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee(s).
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

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

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Total Area/ Carpet Area of the Unit and Car Park Space (if applicable) bears to the total area/ carpet area of all the units in the Project.

**27. 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.

## **28. SATISFIED WITH THE DEVELOPER'S TITLE**

The Allottee(s) hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee(s) relying solely on the Allottee(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and 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 Allottee(s).

## **29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s) and after the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the Applicable Laws at Delhi. Hence this Agreement shall be deemed to have been executed at New Delhi.

## **30. NOTICES**

- 30.1 That all notices to be served on the Allottee(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer by registered post with acknowledgment due or through speed post or through courier service at the address mentioned below, or through email or at such other address as it may from time to time be notified in writing to the other Party.

**To the Allottee(s):**

Notified E-mail ID:

**To the Developer:**

**Godrej Projects North LLP**

3<sup>rd</sup> Floor, U.M. House,

Plot No 35, Sector 44, Gurgaon, Haryana-122002.

Notified E-mail ID: \_\_\_\_\_

In case of change of address of the Allottee(s), the same shall be informed to the Developer well in advance by the Allottee(s).

## **31. JOINT ALLOTTEE(S):**

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

## **32. SAVINGS:**

Any Application Form, Allotment Letter, agreement, or any other document signed by the Allottee(s), in respect of the Unit, prior to the execution and registration of this Agreement for Sale for such Unit, shall not be construed

to limit the rights and interests of the Allottee(s) under this Agreement or under the Act or the rules or the regulations made thereunder.

**33. 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 courts in New Delhi 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 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.

**34. 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 the same shall be settled through the adjudicating officer appointed under the Act.

**35. INDEMNITY:**

The Allottee(s) 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 Allottee(s) or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Allottee(s) 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 Allottee(s)’s willful misconduct and/or negligence. In such an event, the Allottee(s) 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 Allottee(s).

**36. STAMP DUTY:**

The applicable stamp duty, registration charges (including any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Law), legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and conveyance deed/ sale deed shall be borne and paid by the Allottee(s). The proportionate share of stamp duty and registration fee, as may be applicable, for conveyance of undivided proportionate title in Common Areas and Facilities of the Project in favour of the Association shall be borne and payable by the Allottee(s) along with other Allottee(s) at the Project.

*(Signature Page Follows)*

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at New Delhi (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee(s): (including joint Allottee(s))

(1) Signature \_\_\_\_\_

Name:-

**Address:-**

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For **GODREJ PROJECTS NORTH LLP**

\_\_\_\_\_  
(Authorized Signatory)

WITNESSES:

1.

Signature \_\_\_\_\_

Name\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SCHEDULE I**

### **DESCRIPTION OF PROJECT LAND**

Project Land is bounded as under:

On the North by: Doctors Lane

On the South by: Shaheed Bhagat Singh Marg formerly known as Lady Harding Road

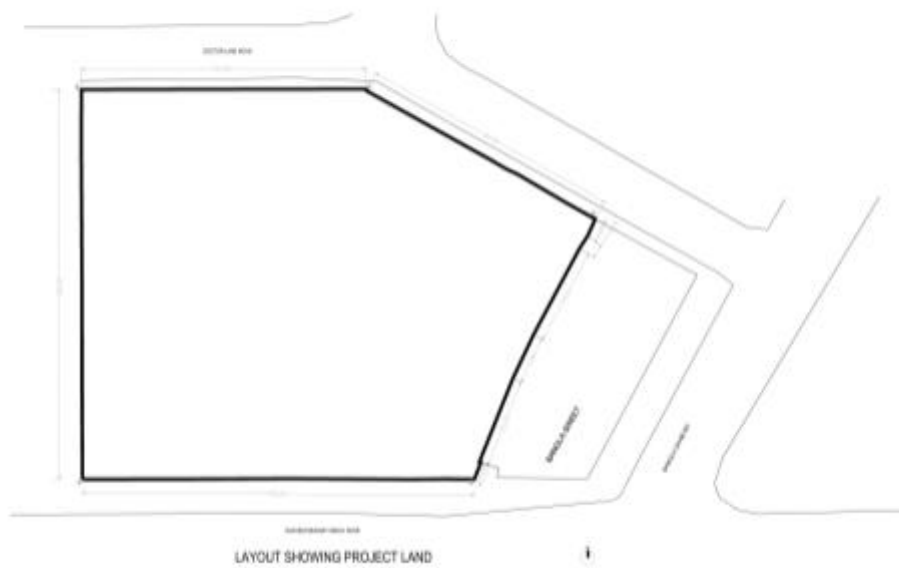
On the East by: Shops

On the West by: All India S. S Jain Conference Bhawan built up on Plot No. 12



**SCHEDULE II**  
**LAYOUT PLAN SHOWING PROJECT LAND**

LAYOUT SHOWING PROJECT LAND



**SCHEDULE III**  
**LAYOUT OF THE UNIT**

**SCHEDULE IV**  
**PRICING SHEET**

<b>Sr. No.</b>	<b>Particulars of Consideration</b>	<b>Amount (INR)</b>
<b>(i)</b>	Towards the Carpet Area of Unit	
<b>(ii)</b>	Towards the Exclusive Area of Unit	
<b>(iii)</b>	Interest Free Maintenance Security	
<b>(iv)</b>	Other Charges (OC)*	
<b>A</b>	<b>Cost of Property (i+ii+iii+iv)</b>	
<b>B</b>	<b>Advance Maintenance Charges**</b>	
<b>C</b>	Taxes#	
<b>D</b>	<b>Total Price of Property (A+B+C)</b>	

*\*Other Charges towards Power Backup, Firefighting, Club Membership, Site Infra, Customer Processing(Administration Charges), Development Charges, Amenities 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.*

*#Taxes shall be as per applicable laws.*

*The Allottee(s) hereby acknowledge that any discount which has been offered/given to him by the developer had been appropriated in the total sales consideration mentioned above. The Allottee(s) shall not be applicable for any further discount unless specifically mentioned in the present application/agreement.*

*\$Stamp duty and registration charges shall be at actuals.*

**SCHEDULE V**  
**PAYMENT PLAN**

<b>MILESTONE</b>	<b>Description</b>
ON BOOKING	5%
WITHIN 30 DAYS	5%
WITHIN 60 DAYS	10%
ON COMPLETION OF RAFT	10%
ON GF SLAB	10%
4TH FLOOR SLAB	10%
SUPERSTRUCTURE	10%
INTERNAL PLASTER	10%
EXTERNAL PLASTER	10%
APPLICATION OF OC	10%
OFFER OF POSSESSION	10%
COP-: Cost of Property   AMC -: Advance Maintenance Charges	

*Note: This payment plan is only for illustrative purpose. Final payment plan shall be as per the contractual understanding between the Developer and the Applicant(s).*

## SCHEDULE VI

### SPECIFICATIONS

#### **Foyer**

Walls	Acrylic emulsion
Floors	Marble / Natural Stone / Tiles
Doors	Yes
Ceiling	Acrylic emulsion / false ceiling

#### **Living/Dining/Family**

Walls	Acrylic emulsion
Floors	Marble / Natural Stone / Tiles
Doors	Yes
Ceiling	Acrylic emulsion / false ceiling

#### **Bedrooms**

Walls	Acrylic emulsion
Floors	Wooden Flooring
Doors	Yes
Ceiling	Acrylic emulsion / false ceiling
Others	

#### **Kitchen**

Walls	Marble / Natural Stone / Tiles / acrylic emulsion
Floors	Marble / Natural Stone / Tiles
Doors	Yes
Ceiling	Acrylic emulsion / false ceiling
Others	Fixtures and Counter Provided

**Toilets**

Walls	Marble / Natural Stone / Tiles / acrylic emulsion
Floors	Marble / Natural Stone / Tiles
Doors	Yes
Ceiling	Acrylic emulsion / false ceiling
Others	Fixtures and Counter Provided

**Utility Room / Kitchenette**

Walls	Acrylic emulsion
Floors	Tiles
Doors	Yes
Ceiling	Acrylic emulsion
Others	Fixtures Provided

**Balconies**

Walls	External Paint
Floors	Tiles / Wooden Deck
Doors	
Ceiling	Acrylic emulsion paint / External Paint
Others	SS glass railing

**Others**

HVAC	HVAC Provided
Electrical	100% power back up

*Note: This Schedule of this Agreement for Sale shall be as agreed between the parties*

## SCHEDULE VII

### COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES AND SPECIFICATION

S. No.	Amenities	Floor	Area (in sqm)
1	Atrium Lobby	Ground Floor	130
2	Library	Ground Floor	25
3	Children Crèche	Ground Floor	30
4	Senior Citizen Club	2nd Floor	90
5	Recreation Room	2nd Floor	210
6	Landscape Features	Ground & 9th Floor	-
7	Water Body	9th Floor	40
8	Landscape Greens	Ground & 9th Floor	-

### Specifications

<b>Lift Lobbies</b>	
Floor	Tile/Stone
Wall	Paint
Ceiling	Paint
<b>Common Corridors</b>	
Floor	Tile/Stone
Wall	Paint
Ceiling	Paint
<b>Staircase</b>	
Floor	Stone
Wall	Paint
Ceiling	Paint
<b>Power Backup</b>	Power back up for all apartments and common areas
<b>Fire Fighting System</b>	Fire Fighting System with Sprinklers,smoke detection systems,NBC norms

<b>Security System</b>	Secured gated community with access control at entrances and CCTV for parking area and entrance lobby
<b>Others</b>	<ul style="list-style-type: none"> <li>• Passenger elevator in towers and service lift as well</li> <li>• Rain Water Harvesting system</li> </ul>

*Note: This Schedule of this Agreement for Sale shall be as agreed between the parties*



## **SCHEDULE VIII**

### **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT AND REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE(S):**

The Allottee(s) agrees, confirms, and warrants to the Developer as under –

1. The Allottee(s) hereby undertakes to register this Agreement as per Applicable Laws. The Allottee(s) further undertakes to bear the entire cost for the registration along with the stamp duty and other charges, for the purposes of registration of the present Agreement before concerned Sub-Registrar of Assurances.
2. The Allottee(s) has satisfied himself completely by inspecting 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 Authorities 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. The Allottee(s) is completely aware of and has understood all limitations / obligations / restrictions (if any) of the Developer in respect thereof.
3. The Allottee(s) agrees and acknowledges that the Project at present, is at the development stage and that there could be variations / changes, at any stage, during the construction period in the internal lay out and/or building plans of the Project in future, thereby altering the location and size of the Common Areas and Facilities and the Limited Common Areas and Facilities in accordance with Applicable Laws. The Developer undertakes that it will make only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority / the government and approved by such authority, and keep the Allottee(s) informed about the same. The Developer shall obtain prior consent in writing of the Allottee(s) in respect of such variations and modifications which may adversely affect the Unit of the Allottee(s) and the Allottee(s) shall not unreasonably withhold the same. Upon completion of construction, the identification of the Common Areas and Facilities, Limited Common Areas and Facilities (if any) in the Project shall be final and conclusive as prescribed under the deed of declaration under the Apartment Ownership Act.
4. The Allottee(s) agrees to abide by all the Applicable Laws of the Competent Authority which are applicable or will be applicable to the jurisdiction in general and to said Project including the Unit in particular.
5. The Allottee(s) shall from the expiry of stipulated date in Possession Notice expiry date be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition. The Allottee(s) 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 Allottee(s) is guilty of any act or omission in contravention of this provision, the Allottee(s) 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.
6. The Allottee(s) undertakes not to sub-divide the Unit. The Allottee(s) shall neither cause or allow to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, walls etc. of the Unit nor remove any walls or change the position of the doors and windows, increase the area of the Unit by enclosing balcony or any part thereof or to the exterior of the Unit, whether temporary or of a permanent nature. The Allottee(s) shall also not change the colour scheme of the outer and inner walls or paintings of the exterior side of the doors and windows etc. of the Unit. The Allottee(s) 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 Allottee(s) 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 Allottee(s), 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 Allottee(s) in contravention to the provisions of this Agreement. The Allottee(s) 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 Allottee(s) agrees and confirms that in the event the Allottee(s) takes any such steps as stated in this sub clause, the same shall be at the sole responsibility, risk and consequence of the Allottee(s) and the Allottee(s) 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.

7. The Developer shall obtain insurance of the structure of the buildings against fire, earthquake, riots and civil commotion, militant action etc. on behalf of all Allottee(s) and the cost thereof shall be payable by the Allottee(s) to the Developer and thereafter to the Association of the Allottee(s)/ Maintenance Agency. Contents inside each Unit shall be insured by the Allottee(s) at his/her own cost. The cost of insuring the building structure shall be recovered from the Allottee(s) as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) 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.
8. The Allottee(s) shall neither encroach upon the Common Areas and Facilities, 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. Allottee(s) shall not be permitted to cover such terrace(s), balcony (if any) and shall use the same as open terrace only and in no other manner whatsoever.
9. The Allottee(s) 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. Further, the Allottee(s) shall not carry or cause to be carried heavy packages to upper floors of the Project, which may damage or is likely to damage the staircases, lift, common passages or any other Common Areas and Facilities, Limited Common Areas and Facilities (if any) in the Project. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities (if any) or to the Project on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) 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 Allottee(s).
10. The Allottee(s) shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, it may install UPS systems within the Unit.
11. The Maintenance Agency / Association shall have rights of unrestricted access to all Common Areas and Facilities, Limited Common Areas and Facilities (if any), and Car Park Space for providing necessary maintenance services. The Allottee(s) shall permit the Developer, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Unit or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Developer, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Unit at any time during day or night.
12. The Project shall always be known as “Godrej Connaught One – Phase I” and this name shall not be changed by anyone including the Allottee(s) 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 Allottee(s) shall not be entitled to raise any objection/hindrance on the same. It is further agreed by the Allottee(s) that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“Brand Name”) with the Project shall at all times be subject to the sole control of Godrej Properties Limited (“GPL”) and/or as per terms of agreement between the Association and Godrej Properties Limited. It is agreed and accepted by the Allottee(s) that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including Project Land, the Building. However, it shall be the sole discretion of GPL to associate its name / Brand name with the Association / apex body / apex bodies (which would be formed gradually), on such terms and conditions as may deem fit by GPL. It is further

agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Allottee(s) further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL.

13. The name of the individual tower(s), as the case maybe, in the Project may be amended at the sole discretion of the Developer in accordance with the Applicable Laws and the Allottee(s) shall not be entitled to raise any objection/hindrance on the same.
14. The Allottee(s) agrees and confirms that the present Agreement and the payment made hereunder does not create or bring into existence any lien / encumbrance over the Unit in favour of the Allottee(s) against the Developer other than rights and interests as contemplated under this Agreement. Further, the Allottee(s) agrees that he shall not create any encumbrance, mortgage, charge, lien, on the Unit along with the right to use the Common Areas and Facilities, Limited Common Areas and Facilities (if any) and Car Park Space by way of sale, agreement of sale, lease, license, transfer, assignment, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the conveyance deed/sale deed in his favour by the Developer. However, the Allottee(s) may, for the purpose of facilitating the payment of Total Price 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 Allottee(s) 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 Conveyance Deed/sale deed. Any such arrangement / agreement shall be entered into by the Allottee(s) 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 Allottee(s) may obtain from such bank/ financial institution. The Allottee(s) 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 Allottee(s) to the third party(ies) / banks/ financial institution. In this regard, the Developer may at the request of Allottee(s), enter into a tripartite agreement with the Allottee(s)'s banker / financial institution to facilitate the Allottee(s) to obtain the loan from such bank / financial institution for purchase of the said Unit. The Allottee(s) hereby agrees that the Developer shall be entitled to terminate this Agreement at the request of the Allottee(s)'s banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee(s).
15. The Allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material outside the Unit, in the Common Areas and Facilities, Limited Common Areas and Facilities (if any) within the Project or on the external façade of the Project. However, the Allottee(s) 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.
16. The Allottee(s) agrees and undertakes that he shall not, after taking over the possession of the Unit or at any time thereafter, object to the Developer constructing and /or continuing with construction at the Project and/or of other building(s) / structure(s) inside the existing Project on the Project Land, as may be permitted under the Applicable Laws.
17. From the Possession Notice Expiry Date or the date of execution of the conveyance deed, whichever is earlier, and till the time each such Unit in the Project is not separately assessed, the Allottee(s) 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 Land or 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 Allottee(s).

18. The Allottee(s) 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 necessary for the formation of and registration of such Association. The Allottee(s) 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 lobbies, entrances and stairways of the buildings in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
  - (ii) The Allottee(s) 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 Allottee(s)/ occupants. The Allottee(s) shall not use any loud speaker in the Unit which shall disturb or annoy other Allottee(s) / occupants in the Project;
  - (iii) The Allottee(s) shall keep the Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances;
  - (iv) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the buildings in the Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer / Association;
  - (v) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the building in the Project except such as may be approved by the Developer / Association;
  - (vi) 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 Allottee(s) if found to be in default;
  - (vii) No bird or animal shall be kept or harboured in the Common Areas and Facilities, Limited Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted on elevators or in any other part of the Project unless they are accompanied by someone;
  - (viii) No television aerial shall be attached to or hung from the exterior of the said Unit;
  - (ix) 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;
  - (x) No vehicle belonging to a Allottee(s) or to a family member, guest, tenant, employee of the Allottee(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project; and
  - (xi) The Allottee(s) shall adhere to the rules and regulations mentioned at (i) to (x) herein above and such further rules and regulations as may be made out by the Developer / Association/ Maintenance Agency from time to time. The Allottee(s) 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.
19. The Allottee(s) hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project, including but not limited to the execution and registration of the conveyance deed/sale deed, as required under the provisions of the Apartment Ownership Act.
20. The Allottee(s) hereby undertakes to comply with the same and he/she/they shall be solely responsible and liable for violations, if any, of the provisions of law of the land and applicable rule, regulation or direction by the Competent Authority; and the Allottee(s) agrees to indemnify the Developer for any liability or penalty on that behalf. The Developer endeavours to make the project green compliant and if so required by the Developer, a

guideline for green building compliance may be recommended to the Allottee(s) at the time of handing over of possession of the Unit.

21. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association or Maintenance Agency. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
22. The Allottee(s) acknowledge(s), agree(s) and undertake(s) that the Allottee(s) shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee(s) nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
23. **Anti-Money Laundering**
  - i. The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Agreement towards the said 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 “**Anti Money Laundering**”).
  - ii. The Allottee(s) further declare(s) and authorize(s) the Developer to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
  - iii. The Allottee(s) further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Developer, which the Allottee(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee(s) after deduction of various amounts paid/due from the Allottee(s) subject to the provisions/limits as prescribed under Applicable Laws, shall be refunded by the Developer to the Allottee(s) in accordance with the terms of this Agreement only after the Allottee(s) furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s). Allottee(s) shall also be liable to pay cost, charges and stamp duty towards execution and registration of Deed of Cancellation.
24. **Transfer and name addition/ deletion:**
  - i. The Allottee(s) shall not be entitled to transfer/assign his interest in the Unit in favor of any third party unless (i) 20% of the Total Price has already been paid and the Applicant has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. 750/- (Rupees Seven Hundred and Fifty Only) per square meter of the Total Area plus Taxes as applicable per transfer along with all other dues payable by the Allottee(s) to the Developer till that date. On such transfer recorded / endorsed by the Developer, the Allottee(s) along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. However, no transfer charges are payable for the first transfer or for any transfer to be made in the name of blood relatives of Allottee(s) including spouse, provided the Allottee(s) submits documentary proof as may be required by Developer. The Allottee(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/assignment. Any such assignment/transfer/nomination by the Allottee(s) shall always be subject to Applicable Laws, notifications/government directions;
  - ii. In case of name addition/deletion in allotment documents administrative fee of Rs.750/- (Rupees Seven Hundred and Fifty only) per square meter of the Total Area plus Taxes 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

Allottee(s) including spouse upon submission of documentary proof. However, any charges with respect to the registration including stamp duty for new agreement/ addendum to this agreement pursuant to such transfer or name addition/deletion shall be borne by the Allottee(s) alone.

## 25. Fit out Manual

- 25.1 The Allottee(s) agree(s) and undertake(s) that on receipt of possession, the Allottee(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Association / apex body / apex bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other allottee(s) of units in the building. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit or the building, the Developer shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee(s) does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Unit or the building (on behalf of the Allottee(s)) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the building(s)/wing(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit or the building(s)/wing(s).
- 25.2 Upon the possession of the Unit being delivered to the Allottee(s), the Allottee(s) shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the building or if necessary any part of the Unit provided the Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee(s) or his agents and the Allottee(s) shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee(s) or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid. If the Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the building and/or purchasers therein, the Allottee(s) consent(s) to the Developer to break open the lock on the main door/entrance of the Unit and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee(s) on account of such entry into the Unit.