

ALLOTMENT LETTER

Dated:

To,

[•]

Dear Sir/Madam,

Re: Allotment of apartment/flat/unit no. [•] on the [•] floor. in the building named/No. as [•], Wing [•] ("Unit/Flat"). in the project "[Godrej Garden City]". ("Project").

We refer to your Application Form recorded on _____ ("Application Form") and are pleased to inform you that we have allotted you the Unit/Flat subject to the following terms and conditions:

- (i) The above mentioned land is demarcated by its boundaries (latitude 23.117761 and 72.555263 longitude of the end points) situated on plot bearing Final Plot No. G-2 to all the piece and parcels of land namely 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56, demarcated by its boundaries FP no. 37 to the North, Vrundavan flats to the South, and FP no. 37 to the East, 30Mt TP Road to the West of Division, Tragad village taluka Ahmedabad PIN 382470 admeasuring 4116 sq. mts area being developed by Shree Infrabuildcon LLP.
- (ii) The above-mentioned property is constructed on Final Plot No. G-2 within the limits of the Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad - West) & District Ahmedabad, and bounded as follows:

EAST-

WEST-

NORTH-

SOUTH-

Shree Siddhi Infrabuildcon LLP



- (iii) All definitions, terms & conditions set out in your Application Form, including payment schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you.
- (iv) The Sale Consideration payable for the Unit/Flat is Rs.[●]/- (Rupees [●] only) as set out in the Application Form.
- (v) We acknowledge the receipt of the [10] % being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed to the Application Form, time being the essence of this transaction.
- (vi) Please note that this allotment of the Unit/Flat/ is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within [●] ([●]) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the Apartment/Flat on the terms and conditions as specified in this Allotment Letter.
- (vii) Please note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within [●] ([●]) days from the date hereof, failing which, we are entitled to charge Interest as mutually agreed under the terms of the Application Form. Without prejudice to our right to charge Interest, in the event you fail to come forward for registration of the Agreement for Sale within the timelines stipulated above, we at our sole discretion reserve our right to cancel this Allotment Letter / Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
- (viii) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Unit/Flat in your favor. A draft of Agreement for Sale has been uploaded on RERA website i.e. gujrera.gujarat.gov.in for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,
Yours sincerely,

For [●]
Authorized signatory

APPLICATION FORM

Sales order No :	Customer ID :	Date:
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To,	
("SHREE SIDDHI INFRABUILDCON LLP D-1001, Ganesh Meridian, Opposite Amiraj Farm, Near New Gujarat High Court, Sarkhej-Gandhinagar Highway, Ahmedabad – 380 060 hereinafter referred to as the ("Developer")	GODREJ PROPERTIES LIMITED 2 nd Floor, Rudrapath Complex, Near Rajpath Club, Sarkhej-Gandhinagar Highway, Ahmedabad - 380 059 hereinafter referred to as the ("Godrej")

1	2	3

I/We, the Applicant/s mentioned below, request that we be allotted a residential flat / unit / apartment / commercial unit in Phase-____ of "____", project situated at _____ ("Project") details whereof are as under terms of this Application Form.

1. APPLICANT/S DETAILS

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

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

In case of Company/ Partnership Firm/ LLP /Trust / HUF/

Name	
Date of Incorporation/ Formation	
PAN/CIN/LLPIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta/Trustee	

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

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

5. DETAILS OF FLAT/UNIT ("Flat"/"Unit") SALE CONSIDERATION AND ESTIMATED OTHER CHARGES

I.	Flat/Unit Details		
A	Details of Flat/Unit	Flat/Unit No.: _____, Floor, Tower: _____. The Floor Plan demarcating the Flat/Unit is attached as Annexure B .	
B	Location of Building	As shown shaded in _____ in the Plan attached as Annexure C hereto.	
C	Area (in square meters only)	Carpet Area*	
Exclusive Areas**			
Total Area#			
D	Covered Car Park Space(s)	Independent	Dependent
Please mention the number of covered car park(s). Mention '0' where not applicable.]			

	E	Specification(s) of Flat/Unit	As per Annexure D. [Note: - In case any fitting and fixtures are described of a particular brand then to put a qualification of price range in case such particular brand is not provided/is not available.]
	F	Common Areas and Facilities	As per Annexure E.
II.	Sale Consideration		
	A	Flat/Unit Carpet Area	Rs. _____/-
	B	Exclusive Areas	Rs. _____/-
	C	Covered Car Parking Space(s)	Rs. _____/-
	D	Proportionate Common Areas Charges including Club house development Charges calculated on the Carpet Area	Rs. _____/-
	E	Facilities	Rs. _____/-
	Total (Rounded off)		Rs. _____/- (Rupees _____ Only)
	F	Payment Schedule	As per Annexure F.
III.	Estimated Other Charges		As per Annexure F.

*"Carpet Area" shall mean net usable floor area of the Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Flat/Unit for exclusive use of the Applicant/s and exclusive open terrace area appurtenant to the Flat/Unit for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Flat/Unit.

**"Exclusive Areas" shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Flat/Unit and meant for exclusive use of the Applicant/s and other areas appurtenant to the Flat/Unit for exclusive use of the Applicant/s.

#"Total Area" shall mean the Carpet Area and Exclusive Areas collectively.

6.	In addition to the sale consideration, estimated other charges, we agree and undertake to pay the following amounts as and when demanded by the Developer/Godrej, towards:	
a)	All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), lease rent, lease premium, if any applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Statutory Charges/ Other Charges") in respect of the Flat/Unit and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer/Godrej shall be binding on me/us.	
b)	Further, since timely deduction of TDS and payment of the same to the authorities is Applicant's responsibility under Section 194-IA of the Income Tax Act, 1961, the Applicant/s may hereby authorize the Developer/Godrej to initiate the process of paying TDS amounts to the authorities, by signing TDS Authorization Letter as mentioned in Annexure G, which stipulates the broad terms and conditions of the same.	
c)	All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat/Unit including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale (as defined below) as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Developer/Godrej.	

For the purpose of this Application Form, "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law. "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc. "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.

7. I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Exclusive Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer/Godrej or any third party. I/We am/are aware and I/we confirm that the advisements / publicity material released does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the applicable Rules framed thereunder and I/we am/are not relying on the same for my/our decision to purchase the Flat/ Unit. I/We further confirm and undertake to not make any claim against the Developer/Godrej or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel, by the Developer/Godrej or any third party. I/We acknowledge that I/we have not relied upon the interiors depicted / illustrated in marketing collaterals/ the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout/ furnishing options without any obligation on the part of the Developer/Godrej to provide the same.
8. I/We acknowledge, agree and undertake that I/we shall neither hold the Developer/Godrej or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer/Godrej or any of its affiliates with respect thereto.
9. Save and except the information / disclosure contained herein and on Gujarat RERA website, I/we confirm and undertake not to make any claim against the Developer/Godrej or seek cancellation of this Application Form / allotment letter/ Agreement for Sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement for Sale or the Gujarat RERA website.
10. I/We have fully read and understood the Terms and Conditions attached hereto as **Annexure G** which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on Gujarat RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in **Annexure G** forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.
11. I/We have taken the decision to purchase the Flat/Unit in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on Gujarat RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer/Godrej promptly of any changes to the above information and particulars furnished by me/us.

12. I/We hereby confirm that, I/we have made the payment of the Application Money (*defined hereunder*) towards the Flat, details whereof are as under:

Payment Type	Bank Name	Amount	Branch	Transaction ID

I/We hereby understand that any payment shall be subject to realization and/or actual credit in Developer's bank account.

13. In the event, the Developer/Godrej is required to refund any amounts in terms of this Application Form, the Developer/Godrej may refund such amounts in the below Bank account. I/We agree to update the Developer/Godrej of any change in the Bank account details immediately and shall not hold the Developer/Godrej liable in case of my/our failure in this regard.

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

ANNEXURE A TERMS & CONDITIONS

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

a) The Applicant/s is aware that:

- The Developer and Godrej have executed a Development Agreement dated 11th of October, 2017 for the purpose of development of the freehold land bearing plot G-2 to all the piece and parcels of land namely 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 situated at Tragad Village, Taluka – Ghatlodia, District - Ahmedabad ("**Project Land**"). The entire Project Land is being developed by the Developer in phase wise/segment wise manner at the discretion of the Developer/Godrej in the manner the Developer/Godrej may deem fit.
- The Developer/Godrej currently proposes to develop a portion of the Project Land known as VANAANGAN of the Godrej Garden City Project which is a mixed use development comprising of residential and commercial zones (hereinafter referred to as "**Current Development**") and this Application Form is for allotment of the Unit/Flat situated in the Current Development.
- The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time.
- Post development of the entire Project Land, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development form a co-operative service society / condominium/ limited company or combination of them for the respective phases in the Project and at its discretion and form an apex organization (being either a co-operative society / condominium/ limited company or combination of them for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society / condominium limited company or combination of them) for each of residential building and commercial zones as the Developer may deem fit. As the Project Land is being developed phase-wise/segment-wise, the Developer may in its discretion form a single co-operative society / condominium / limited company for all the phases to be developed on the Project Land including the Current Development.

- b) The Applicant/s/s has fully understood the development scheme as envisaged by the Developer. The Applicant/s/s is aware that the title of the Project Land is clear and marketable.
- c) The Applicant/s/s hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule on or before the respective due dates. Further, in the event the Applicant/s/s offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat/Apartment/Commercial unit, at the express request of the Applicant/s/s, the Developer / Godrej may offer a rebate to the Applicant/s as the Developer / Godrej may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant/s complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant/s understands that in the event the Applicant/s wishes to make any advance payments, the Applicant/s can make the same only after the Applicant/s has registered the agreement for sale within the timelines stipulated by the Developer / Godrej. The Applicant/s further understands and agrees that the Developer / Godrej shall have the right to accept or reject such advance payment on such terms and conditions as the Developer / Godrej may deem fit and proper.
- d) For the purpose of this Application Form, the term earnest money including but not limited to Application Money (*as defined hereinbelow*) shall mean 20% (twenty percent) of the total sale consideration ("**Earnest Money**"). The Applicant/s hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Flat/Apartment/Commercial unit on or before the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant/s and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined herein below.
- e) Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form ("**Application Money**"), the Applicant/s has clearly understood that this Application Form is only a request of the Applicant/s for the allotment of the Flat/Apartment/Commercial unit and does not constitute a final/provisional allotment or an agreement.
- f) The Developer / Godrej, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant/s shall be refunded by the Developer / Godrej without any liability towards interest/damages. Further, in the event the Developer / Godrej decides to allot the Flat/Apartment/Commercial unit in favor of the Applicant/s, the Developer / Godrej will send the intimation thereof to the Applicant/s to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer / Godrej shall proceed with allotment of the Flat/Apartment/Commercial unit and registration of the Agreement for Sale.
- g) The Applicant/s further agree and understand that the allotment of the Flat is further subject to the Applicant/s paying the requisite stamp duty and registration charges and registering the Agreement for Sale within the timelines stipulated by the Developer, failing which, the Developer is entitled to charge Interest as mutually agreed under the terms of this Application Form. The Applicant/s further agrees and understands that in the event the Applicant/s fail to register the Agreement for Sale within the stipulated timelines, the same shall not be treated as a deemed cancellation of allotment and the Applicant/s agrees to be bound by the terms of this Application Form and waive off any right to the contrary that the Applicant/s may have under any applicable law.
- h) Without prejudice to the Developer's right to charge Interest, in the event the Applicant/s fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and / or (ii) come forward for registration of the Agreement for Sale within the stipulated timelines, the Developer may, at its sole discretion reserves its right to cancel this Application Form/revoke the allotment of the Flat and in event the Developer exercises its right to cancel/ revoke,

then the Non-Refundable Amounts as defined herein below shall stand forfeited and the Applicant/s shall not raise any claims/dispute and waive off any rights/claims to the contrary that the Applicant/s may have under any applicable law.

- i) The Applicant/s is not vested with any right, interest or entitlement in or over the Flat/Apartment/Commercial unit, until a formal agreement for sale ("**Agreement for Sale**") is executed and registered between the Developer/Godrej and the Applicant/s under the applicable laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer/Godrej and the Applicant/s.
- j) The Applicant/s understands that the Applicant/s eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
- k) All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- l) In the event if the Applicant/s fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant/s as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, to cancel/terminate this transaction and forfeit (a) Earnest Money including but not limited to Application Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sale, if Agreement for Sale is registered and (g) any other applicable taxes and (h) subvention cost (if the Applicant/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "**Non-Refundable Amount**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant/s shall not have any right, title and/or interest in the Flat/Apartment/Commercial unit and/or car park space and/or the Project and/or the Project Land and the Applicant/s waives his right to claim and/or dispute against the Developer in any manner whatsoever.
- m) The Applicant/s acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant/s shall be deemed to be full and final settlement of the claim and the Developer / Godrej shall be entitled to sell the Flat/Apartment/Commercial unit to any third party of the Developer / Godrej choice without any recourse to the Applicant/s.
- n) The Applicant/s further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant/s for reasons not attributable to Developer's default, then the Developer / Godrej shall be entitled to forfeit the Non-Refundable Amounts.
- o) Except for the Covered Car Parking Space allotted by the Developer in accordance to this Application Form, the Applicant/s agrees and confirms that all parking spaces including open parking spaces will be dealt with in accordance with the applicable laws as well as bye-laws and constitutional documents of the society / association. The Applicant/s

hereby declares and confirms that except for the Covered Car Parking Space allotted by the Developer, the Applicant/s does not require any parking space including open car parking space and accordingly the Applicant/s waives his claim, right, title, interest whatsoever on the areas of parking space in the Project. The Applicant/s further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space done by Developer / association / apex body, at any time and shall not challenge the same anytime in future. The Applicant/s agrees and acknowledges that Developer/the association/apex body shall deal with the parking space in the manner association / apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / apex body / the applicable laws. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Sale Consideration. The Applicant/s agrees and acknowledges that the Covered Car Parking Space in the Project cannot be transferred / leased / sold or dealt otherwise independently of the Flat/Apartment/Commercial unit. All clauses of this Application Form and the Agreement for Sale pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the Covered Car Parking Space.

- p) The Applicant/s further agrees and acknowledges that if in the event of any variation in the Carpet Area of the Flat/Apartment/Commercial unit, the sale consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Applicant/s towards the Sale Consideration. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Applicant/s in writing and the Applicant/s hereby gives its consent for such variation or addition.
- q) The Applicant/s agrees and understands that the Other Charges as mentioned in **Annexure E** are only estimated amounts. The Applicant/s agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services and facilities and limited common area (if any), as may be called upon by the Developer / Godrej.
- r) The Developer shall offer possession of the Flat/Apartment/Commercial unit to the Applicant/s on or before ___ day of ___, 20__ ("**Delivery Date**") and shall deliver the Common Areas and Facilities such as _____ on or before _____. The Delivery Date shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant/s including on account of any default on the part of the Applicant/s. In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant/s, the Developer shall refund the amounts received from the Applicant/s along with prescribed Interest in accordance to the applicable laws.
- s) In the event the Applicant/s fails to take possession of the Flat/Apartment/Commercial unit within the stipulated timelines, then the Applicant/s shall be liable to pay to the Developer Rs.110/- (Rupees One Hundred and Ten Only) per month per square meter on the Total Area of the Flat and applicable maintenance charges for the upkeep and maintenance of the Flat/Apartment/Commercial unit.
- t) Due to any operation of law / statutory order/otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant/s affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant/s without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- u) The Applicant/s is aware that for the purposes of maintenance and management of the Project, the Developer/Godrej would be appointing a facility management company, at its sole discretion without any reference to the Applicant/s and other occupants of the Project on such terms and conditions as the Developer/Godrej may deem fit and the Applicant/s agrees and consents to the same. The Applicant/s acknowledges that the Developer/Godrej may also retain some

ANNEXURE B The Floor Plan demarcating the Flat/Unit

ANNEXURE C Location of building

ANNEXURE D Specification(s) of the Flat/Apartment/Commercial unit

ANNEXURE E Common Areas and facilities

ANNEXURE F Payment Schedule & Estimated Other Charges

ANNEXURE G TDS Authorization Letter