

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

APPLICATION FORM

Sales order No.: _____ Customer ID: _____ Date: _____

To,
Godrej Projects Development Limited,
Godrej One, 5th floor,
Pirojshanagar, Eastern Express Highway,
Vikhroli (East), Mumbai 400 079

I/We, the Applicant/s mentioned below, request that I/we be allotted a residential flat /commercial unit in terms of **Annexure A** in this Application in Wing ____ of "_____" project situated at _ Village Borla, Chembur (East), Mumbai – 400 071 ("**Project**"), details whereof are as under.

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 or Aadhar No.			
Payment share for TDS			
Nationality			
Residential Status			
Passport No.(In case of *NRI/ Foreign Customers)			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Office Name & Address			

Note: Applicant's passport size photograph and photocopies of PAN Card/OCI/PIO and Passport/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. 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), 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/ LLP/ HUF/ Partnership Firm	
Name	
Date of Incorporation/ Formation	
PAN/CIN	
Registered Office Address	

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

Name of Authorized Representative/ Partner /Karta	
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Note: If Applicant/s is company, partnership firm, limited liability partnership, 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) Board/Partner's Resolution authorizing this purchase. Please affix the official stamp of the respective Company/LLP/Trust/Partnership firm/HUF/Society as may be applicable.

2.	MODE OF BOOKING														
	Direct or Channel Partner : _____ Name and Signature of Developer's sales representative: _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ _____ (RERA Registration No. _____, Valid upto _____)														
3.	FINANCE FROM BANK / FINANCIAL INSTITUTION: Yes / No. If yes, Preferred Financial Institution: _____														
4.	MODE OF PAYMENT	Cheque	Draft / P.O.												
5.	I HEARD ABOUT YOU FROM? (Please tick the applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Newspaper</td> <td style="width: 25%;">Hoarding</td> <td style="width: 25%;">Television Advertisement</td> <td style="width: 25%;">Internet Advertisement</td> </tr> <tr> <td>Internet Portals</td> <td>Corporate offer (please specify)</td> <td>Emailer</td> <td>Broker/Channel Partner (please specify)</td> </tr> <tr> <td>Referred by Bank / HFI (please specify)</td> <td>Godrej Properties Website / GPL Facebook page / GPL iPad application</td> <td colspan="2">Other: _____</td> </tr> </table> Details of Newspaper, Website, Hoarding etc. _____			Newspaper	Hoarding	Television Advertisement	Internet Advertisement	Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)	Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____	
Newspaper	Hoarding	Television Advertisement	Internet Advertisement												
Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)												
Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____													
6.	PURPOSE OF PURCHASE:	Investment	Self-Use												

7. DETAILS OF FLAT ("Flat") SALE CONSIDERATION AND ESTIMATED OTHER CHARGES:

1	Flat Details								
	A	Details of Flat	Flat No. __, __ Floor, Tower __						
	B	Location of Building	As shown shaded in __ in the Plan attached as Annexure B hereto.						
	C	Area (in square meters only)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Carpet Area*</td> <td style="width: 50%;"></td> </tr> <tr> <td>Exclusive Areas**</td> <td></td> </tr> <tr> <td>Total Area#</td> <td></td> </tr> </table>	Carpet Area*		Exclusive Areas**		Total Area#	
Carpet Area*									
Exclusive Areas**									
Total Area#									
	D	Covered Car Park Space(s):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Independent</td> <td style="text-align: center;">Dependent</td> </tr> </table>			Independent	Dependent		
Independent	Dependent								
	E	Specification(s) of Flat	As per Annexure C .						
	F	Common Areas	As per Annexure D .						
	G	Facilities	As per Annexure E						
2	Sale Consideration								
	A	Flat 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	Rs. ____/- (Rupees _____ Only)
	F	Payment Schedule	As per Annexure F.
3		Estimated Other Charges	As per Annexure F.

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

****“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 and meant for exclusive use of the Applicant/s and other areas appurtenant to the Flat for exclusive use of the Applicant/s.*

“Total Area” shall mean the Carpet Area and Exclusive Areas collectively.

8. In addition to the sale consideration, estimated other charges, I/we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:

- i) 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, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), 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**”) in respect of the Flat and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me.
- ii) 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 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.
- iii) 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 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.

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.

9. 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, 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 or any third party in the past. I/We am/are aware and I/we confirm that the advertisements / publicity material released in the past 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**”) and I/we am/are not relying on the same for my/our decision to purchase the Flat. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel. 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 without any obligation on the part of the Developer to provide the same.

10. I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer or any of its affiliates with respect thereto.
11. Save and except the information / disclosure contained herein and on RERA website, I/we confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement for Sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement for Sale or the RERA website.
12. I/We have fully read and understood the Terms and Conditions attached hereto as **Annexure A** which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.
13. I/We have taken the decision to purchase the Flat in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.
14. I/We hereby enclose (i) a Cheque/Demand Draft No. _____ dated _____ in favour of " _____ " drawn on _____ Bank, _____ Branch _____ OR (ii) acknowledgement receipt of NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. _____ dated _____ for an amount of Rs. _____ /- (Rupees _____ only) as and by way of booking amount payable by me/us.
- Signature(s)

(First/Sole Applicant/s)
Applicant/s)

(Second Applicant/s)

(Third

ANNEXURE A TERMS & CONDITIONS

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

- (a) The Applicant/s is/are aware that:
- i) The Developer/Owner is developing the Project (as defined below) on the Land admeasuring 7795.31 square meters of which it is legally seized and possessed of, is well and sufficiently entitled to and is the owner of aforesaid land situate, lying and being at Village Borla, Chembur (East), Mumbai – 400 071 (hereinafter referred to as the "**Land**"). The Land is more particularly described in the First Schedule hereunder written and delineated by a red colour boundary line on the plan annexed hereto and marked as Annexure 'H'.

- ii) Further, The Developer/Owner also owns additional portion of land which together with the Land comprises the larger property. Some portion of the larger property is not in physical possession of the Developer/ Owner as of date (hereinafter referred to as "Additional Area") and accordingly the Developer/Owner has not utilized the FSI accruing from the aforesaid area.
- iii) The Land is presently accessible from the public roads viz. VN Purav Marg and Choithram Gidwani Road.
- iv) The Municipal Corporation of Greater Mumbai ("MCGM") has issued Intimation of Disapproval bearing Ref. No. P-2314/2019/(673 And Other)/M/W Ward/BORLA-M/W/IOD/1/New dated 18th December, 2019- for the Project. The Developer/Owner has also obtained Commencement Certificate bearing Ref. No. P-2314/2019/(673 And Other)/M/W Ward/BORLA-M/W/FCC/1/New dated 3rd January, 2020 from MCGM permitting the construction/development of the Project.
- v) 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.
- vi) The Purchaser/s hereby agree/s, confirm/s, consent/s and acknowledge/s that:
 - a. As per the Intimation of Disapproval mentioned above, the Developer is required to construct 03 basement + stilt/ground floor + 14 upper floors in each of the 3 Wings in accordance with the plans, designs and specifications as approved by MCGM from time to time. However, in order to further enhance design and infrastructure of the Land, the Developer/Owner intends to construct an additional floor in Wing A ("Additional Floor") with an additional unit thereby increasing the height of Wing A, without impacting the Flat of the Purchaser/s, provided that the same is approved by the relevant government authorities. In the event the Developer/Owner is unable to construct the Additional Floor with the additional unit in the Wing A of the Building due to any reason whatsoever, the Wing A shall be constructed in accordance with the approvals sought from the competent authorities from time to time. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above. The plans showing proposed modification and alteration for the additional floor and additional unit is annexed and marked hereto as **Annexure 'I'**;
 - b. The Flat that the Purchaser/s has/have agreed to purchase is a proposed plan. The Developer/Owner shall modify/amend the unit plans in respect of the Building/Project, which will result in modification / amendment to the sanctioned plans of the flats (including the sanctioned plans of the Flat). An illustration marking out the difference between the sanctioned plan and the proposed plan has been marked and annexed hereto as **Annexure 'J'**.
 - c. The Developer/Owner may modify/amend/alter the sanctioned plans in respect of the basement, ground floor and first floor of the Building/Project. An illustration marking out the difference between the sanctioned plan and the proposed plan of such modifications/amendments/alterations has been marked and annexed hereto as **Annexure 'K'**.

The Applicant/s has/have perused and understood and has/have been made aware about the modifications/amendments/alterations by the Developer/Owner and has/have provided his/her/its/their consent thereto and have agreed that he/she/it/they shall not raise any objection, claim or dispute against the Owner/ Developer for carrying out the proposed/ modifications /alterations / amendments in the plans at any time in future and also agree/s and undertakes/undertake to extend all necessary co-operation to the Owner/Developer for making the said modifications/ revisions.

- vii) In addition to the above, the Applicant/s has/have executed a consent letter annexed hereto as **Annexure L** and confirm that they have read and understood the contents thereof and have no objection to the same.
- viii) The Purchaser/s hereby agree/s and acknowledge/s that he/she/it/they has/have read and understood the specific conditions listed in **Annexure 'M'** and state that they will adhere to the same and abide by the terms stated therein and shall not raise an objection as regards the same in future.
- ix) Post development of the 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 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 and commercial zones, if any, as the Developer may deem fit. As the 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 Land including the Current Development.
- (b) The Applicant/s has fully understood the development scheme as envisaged by the Developer. The Applicant/s is aware that the title of the Land is clear and marketable.
- (c) The Applicant/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 offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat, at the express request of the Applicant/s, the Developer may offer a rebate to the Applicant/s as the Developer 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. The Applicant/s further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
- (d) For the purpose of this Application Form, the term earnest money shall mean 20% (twenty percent) of the total sale consideration including but not limited to Application Money (*as defined below*) ("**Earnest Money**"). The Applicant/s hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Flat 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 allotment of the Flat and does not constitute a final/provisional allotment or an agreement
- (f) The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application

Money tendered by the Applicant/s shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Flat in favor of the Applicant/s, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Flat 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, until a formal Agreement for Sale ("**Agreement for Sale**") is executed and registered between the Developer 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 and the Applicant.
- (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 the 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 and/or car park space and/or the Project and/or the 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 shall be entitled to sell the Flat to any third party of the Developer choice without any recourse to the Applicant.
- (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 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, if any, 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 spaces, if any, 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. 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, 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 prorata 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 F** are only estimated amounts and are payable by the Applicants/s over and above the total sale consideration. 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.
- (r) The Developer shall offer possession of the Flat 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 within the stipulated timelines, then the Applicant/s shall be liable to pay to the Developer Rs.____/- (Rupees _____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.
- (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 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 may deem fit and the Applicant/s agrees and consents to the same. The Applicant/s acknowledges that the Developer may also retain some portion / units / flats in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant/s shall not raise any objections with respect to the same.
- (v) The Applicant/s shall not be entitled to transfer/assign his interest in the Flat in favor of any third party unless (i) _____ (____percent) of the sale consideration has already been paid; and (ii) a term of 1 1/2 one and a half) years (i.e. eighteen months) has elapsed from the date of issuance of this Allotment Letter, whichever is later;; and (iii) the Applicant/s 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. ____/- (Rupees_____ only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant/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 Application Form /Agreement for Sale. The Applicant/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.
- (w) The name of the individual towers and/or the respective phases in the Project may be amended at the sole discretion of the Developer and the Applicant/s shall not be entitled to raise any objection/hindrance on the same.
- (x) In the case of joint application for the Flat, unless a duly executed instruction by all such joint Applicant/s is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant/s under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
- (y) All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.

(z) In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Mumbai only.

(aa) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

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

Signature(s)

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

**ANNEXURE B
Plan**

**ANNEXURE C
Specification(s) of the Flat**

**ANNEXURE D
Common Areas**

**ANNEXURE E
Facilities**

**ANNEXURE F
Payment Schedule & Estimated Other Charges**

**ANNEXURE G
TDS Authorization Letter**

**ANNEXURE H
Plan of the Land**

**ANNEXURE I
Plan for Additional floor**

**Annexure J
Plans showing difference between sanctioned and proposed plan**

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

Annexure K
Plans showing difference between plans of basement, ground and first floor

Annexure L
Consent letter

Annexure M
List of Specific Conditions

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