

**Maan-Hinje Township Developers
Private Limited**
Regd. Office: Godrej One,
5th Floor, Pirojshanagar,
Eastern Express Highway,
Vikhroli,
Mumbai 400079, India.

Date: 17.01.2025

Sub: Deviation Report with respect to model form of Agreement for Sale

We hereby declare that the following are deviations/modifications in the Agreement for Sale to be executed by the Developer with the Purchasers vis a vis Model Form of Agreement for Sale as per Rule 10(1).

The deviation in Model Form Clauses are highlighted in Grey colour in Column “Deviation Clause in the Developer AFS”, rest of additional clauses of Developer’s AFS are highlighted in Yellow colour in column “Deviation Clause in Developer AFS”.

<u>Sr. No.</u>	<u>Clause in Model Agreement</u>	<u>Clause No.</u>	<u>Deviation/Modification Clause in Developer AFS</u>
	AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement	<u>Recital Q</u>	The Developer has appointed ANA Consortium Pvt. Ltd (License no. CA/89/11974) registered with the Council of Architects, as their Licensed Architects and entered into a standard Agreement with them and such agreement is as per the Agreement prescribed by the Council of Architects (“Developer’s Architect”); It is however clarified that, in the interest of the Phase, the Developer is entitled to appoint any other licensed architect and shall enter into standard agreement with them as per the agreement prescribed by the Council of Architects




	prescribed by the Council of Architects		
	AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings	<u>Recital R</u>	The Developer has Samarth Constro Consultants, as structural Engineer for the preparation of the structural design and drawings of the Building(s)/Tower(s) and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building(s)/Tower(s). It is however clarified that, in the interest of the Phase, the Developer is entitled to appoint any other structural engineer till the completion of the Building(s)/ Tower(s)
		Recital Z	By and under an Indenture of Mortgage executed on 21 st August, 2023 read with amendment thereof, the Developer has mortgaged with respect to the said Larger Land in favour of ICICI Bank Limited (referred therein as 'ICICI' or 'Mortgagee') to secure loan facility on terms better recorded therein. The Mortgagee has by its letter granted its no-objection for sale for transfer the said Flat/ Unit in favour of the Purchaser/s herein. Copy of the ICICI NOC is annexed hereto as Annexure "_____".
	AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing _____ situated in the building No. being constructed in the _____ phase of the said Project,	Recital AA and CC	AA. The Purchaser/s has applied to the Developer for allotment of Flat/Unit No. _____ situated on ____ floor of Tower _____ wing _____ ("Flat/Unit") being constructed in the Phase along with an exclusive right to use _____ parking space bearing no. _____ having size admeasuring _____ sq. mtrs having _____ mtrs length x _____ mtrs breadth x _____ mtrs vertical clearance equivalent to _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance located on _____ for parking vehicle/s as permitted under the Relevant Laws.

			CC. The Exclusive Areas of the said Flat/Unit is ____ square meters. (The said Exclusive area of the said Flat/Unit includes balcony area admeasuring _____ square meters.) The Carpet Area and Exclusive area aggregates to total area of _____ Square Meters (“Total Area”). For the purposes of this Agreement “Exclusive Areas” means exclusive balcony appurtenant to the said Flat/Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Unit for exclusive use of the Purchaser/s and other areas appurtenant to the said Flat/Unit for exclusive use of the Purchaser/s.
		Recital EE and FF	EE. The Developer has informed the Purchaser/s and the Purchaser/s hereby agree, acknowledge and confirm that in the Phase Land/Common Layout Land certain common areas are proposed to be earmarked for the exclusive use of the retail unit purchaser(s) of the Common Layout Land. Accordingly, the costs and charges towards such Common Areas shall be shared between all the retail purchaser/s/member/s of the Common Layout Land. FF. Further, the Common Areas as mentioned under Annexure “____” are a common entitlement of the residential purchaser(s) of the Common Layout Land and are not for the exclusive use of the purchaser(s) of the Phase. The Purchaser/s hereby confirm/s and undertake/s that the Purchaser/s and/or society/common organization of the Phase shall not at any time raise any objection / dispute / hindrance for any reason whatsoever for use of such Common Areas of the Common Layout Land by the residential purchaser/s/member/s of The Gale at Godrej Park World/Common Layout Land. Further, the costs and charges towards such Common Areas as mentioned under Annexure “____” shall be shared between all the residential purchaser/s/member/s of Phase and the

			Common Layout Land including Additional Land. The Purchaser/s hereby gives his/her/their no-objection to the same.
		2.2 and 2.3	2.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the said Larger Township Land is being developed by the Project Proponent/s / Developer in a segment-wise / phase-wise manner to be determined by the Project Proponent/s / Developer in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Project Proponent/s / Developer may, at any time, vary/ modify the Layout of the Larger Township Land except the said Phase in such manner as the Project Proponent/s / Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. 2.3 The Purchaser/s has been made aware by the Developer that there is a high-tension line passing over the said Land/Common Layout Land. 2.4 The Developer has informed and the Purchaser/s acknowledges that, subject to obtaining approvals from competent authorities, the Developer intends to amalgamate survey no. 200/2 admeasuring 1313 sq mtrs. (“Additional Land”) with the said Land, which Additional Land is more particularly described in the Fifth Schedule hereunder written and shown hatched in ____ colour on the plan annexed hereto as Annexure “__”; and further that land admeasuring 777 sq mtrs. forming part of this Additional Land shall form part of the Phase Land, and whereas, the balance part of survey no. 200/2 admeasuring 536 sq. mtrs. shall be amalgamated in the respective phase land for the project The Gale at Godrej Park World.

			The Developer has further informed, and the Purchaser/s acknowledges that thereafter the Developer intends to amalgamate Additional Land and said Land (collectively be referred to as the “Common Layout Land” and more particularly described in the Sixth Schedule hereunder written) to develop the Common Layout Land as a singular sectoral development, subject to obtaining approvals from competent authorities. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above.
		3.1	Description of Flat/Unit, and Common Areas/ Amenities/Facilities for the Project & Total Consideration At the request of the Purchaser/s, the Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Developer a residential Flat/Unit of the aforesaid Total Area bearing no. _____, on the _____ floor, in the Building/Tower _____ wing _____ (“Flat/Unit”) constructed or being constructed in the Phase, which is more particularly described in the Seventh Schedule hereunder written and shown in brown hash on the plan annexed hereto as Annexure “_____” along with; (a) an exclusive right to use _____ parking space bearing no. _____ having size admeasuring _____ sq. mtrs having _____ mtrs length x _____ mtrs breadth x _____ mtrs vertical clearance equivalent to _____ sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at _____ being constructed in the layout for the consideration of Rs. NIL for parking of vehicle/s as permitted under the Relevant Laws (hereinafter referred to as the “Parking Space(s)”). A copy of the Parking Plan earmarking and identifying the Parking Space(s) in _____ colour boundary line is herewith annexed as Annexure “_____”.
		3.2	

			The Developer has informed the Purchaser/s and the Purchaser/s hereby agree, acknowledge and confirm that in the Phase Land/Common Layout Land certain common areas are proposed to be earmarked for the exclusive use of the retail unit purchaser(s) of the Common Layout Land. Accordingly, the costs and charges towards such Common Areas shall be shared between all the retail purchaser/s/member/s of the Common Layout Land. Further, the Common Area as mentioned under Annexure “___” are a common entitlement of the residential purchaser(s) of the Common Layout Land and are not for the exclusive use of the purchaser(s) of the Phase. The Purchaser/s hereby confirm/s and undertake/s that the Purchaser/s and/or society/common organization of the Phase shall not at any time raise any objection / dispute / hindrance for any reason whatsoever for use of such Common Areas of the Common Layout Land by the residential purchaser/s/member/s of The Gale at Godrej Park World/Common Layout Land. Further, the costs and charges towards such Common Areas as mentioned under Annexure “___” shall be shared between all the residential purchaser/s/member/s of Common Layout Land including the Additional Land. The Purchaser/s hereby gives his/her/their no-objection to the same;
5	The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building	3.3	The fixtures and fittings with regard to flooring, sanitary fittings, and amenities with particular brand or equivalent price range (if branded) to be provided by the Developer in the said Flat/Unit as are set out in Annexure “___”, annexed hereto. The Purchaser/s hereby confirm that the Purchaser/s is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure “___” and the same shall only be relied by the Parties.

Salil



	and the Apartment as are set out in Annexure '___', annexed hereto.		
		3.5	20% of the Total Consideration shall be the Earnest Money. Along with the aforementioned Total Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 8 (<i>Payment of other charges</i>) of this Agreement.
		5.2, 5.3, 5.4, and 5.5	5.2 The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones. 5.3 The Purchaser/s shall pay the respective payments as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement for Sale. 5.4 All payments to be made by the Purchaser/s under this Agreement for Sale shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of

			5.5 In case of any financing agreement entered by the Purchaser/s with any Bank / financial institution with respect to the purchase of the Flat/Unit, the Purchaser/s undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse / pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand drawn in favor of “MHTDPL RERA Designated Collection A/C For The Greenfront At Godrej Park World”. The Purchaser/s agrees that in the event the Purchaser/s avails any loan/or loan facilitation services (“Services”) from any external third party, the Purchaser/s shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Purchaser/s may have incurred due to the Services so availed.
1 (f)	Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time hereafter by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed.	5.6 and 5.7	5.6 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary: Beneficiary’s Name : Beneficiary’s Account No : Bank Name : Branch Name : Bank Address : Swift Code : IFSC Code : 5.7 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate (subject to withholding tax) to the Purchaser/s in case the Purchaser/s desires to give early payments any time hereafter by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of

			the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s. It is clarified that in case of a joint purchase, rebate, if any, granted by the Developer shall be offered to the first applicant only.
		5.8	If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 21 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5000/- (Rupees Five Thousand only) and applicable taxes for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) and applicable taxes in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only. In addition to the above, applicable taxes shall be borne and payable by the Purchaser/s.
		6.1, 6.2, 6.3	6.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Flat/Unit. 6.2 For the purpose of this Agreement, • "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 or any other Relevant Laws. 6.3 Taxes shall be payable by the Purchaser/s on demand made by the Developer within 15 (fifteen) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.
		7	7. Tax Deducted at Source The Purchaser/s is aware that the Purchaser/s has/have 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 in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. Further, where any benefit or perquisite is provided to the Purchaser/s then the Developer shall deduct applicable TDS as per section 194R of the Income Tax Act, 1961.
		12.2, & 12.3	12.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

			12.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement for Sale, have a first charge / lien on the on the Flat/Unit and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement for Sale, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement for Sale, to the Developer. It is hereby clarified that for the purposes of this Agreement for Sale payment shall mean the date of credit of the amount in the account of the Developer.
3	The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.	13.1 & 13.2	13.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout of the Larger Township Land as a single project on the basis of the available Floor Space Index (“FSI”) on the entire Larger Township Land and accordingly the Project Proponent/s/ Developer shall develop the Larger Township Land in multiple phases. 13.2 The Developer declares that the FSI/built-up area proposed to be utilized in the said Phase is about 172049.91 square meters. The Developer may utilize the FSI by availing such FSI as is available with respect to the Larger Township Land or on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the ITP/STP Policy and/or Development Control Regulations or based on the expectation of increased FSI which may become available in future. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. (To be retained as applicable)

		13.3, 13.4, 13.5, 13.6, 13.7 & 13.8	13.3. Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the said Land/Common Layout Land on which Phase is being constructed in proportion to the total area of the Larger Township Land taking into account the FSI to be utilized for all buildings constructed thereon. The Developer/Project Proponent/s in its/their sole discretion, may allocate such buildable FSI for each of the building(s)/tower(s) being constructed on the Larger Township Land as it/they think fit and the purchasers of the apartment(s)/flat(s)/premise(s)/unit(s) in such building(s)/ tower(s) (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building(s)/ tower(s) on the Phase Land or the said Land/Common Layout Land. 13.4 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said Land/Common Layout Land including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings/towers and development of facilities and/or amenities on any part of the said Land/Common Layout Land or elsewhere as may be permitted as per Applicable Laws. 13.5 The Purchaser/s further acknowledge(s) that, the Developer at its sole discretion (i) shall be solely entitled to freely deal with other phases comprised in the said Land/Common Layout Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws.

			The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer. 13.6 Neither the Purchaser/s nor any of the other purchasers of the flat(s)/unit(s) in the buildings/towers being constructed on the Larger Township Land (including the building(s)/tower(s)) nor the association / apex body / apex bodies to be formed of purchasers of /flat(s)/unit(s) in such buildings/towers shall be entitled to claim any FSI and/or TDR howsoever available on the said Larger Township Land. All FSI and/or TDR at any time available in respect of the said Larger Township Land in accordance with the Layout of the Larger Township Land or any part thereof shall always belong absolutely to the Developer/Project Proponent/s, till the time the development of the entire Layout of the Larger Township Land as contemplated by the Developer/ Project Proponent(s) is completed and the building(s)/ Larger Township Land is conveyed to the association / apex body / apex bodies in the manner set out herein below. 13.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Phase Land/ said Land/ Common Layout Land shall always be available to and shall always be for the benefit of the Developer who shall alone have the right to deal with/ use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Phase/ said Land/ Common Layout Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to be utilized at the sole discretion of the Developer as may be permissible as per Relevant Laws.
--	--	--	---

Leell



			13.8 The Purchaser/s or the association / apex body of the purchasers shall not alter/demolish/construct or redevelop the building or the Phase Land/said Land/ Common Layout Land or any part thereof until and unless the building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Phase Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body, the Developer, if permitted by the PMRDA and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Phase Land/said Land/ Common Layout Land and shall thereby continue to retain full right and authority to develop the Phase Land/said Land/ Common Layout Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or enhanced FSI and/or construction as approved by competent authority shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit as provided under Relevant Law.
6	The Promoter shall give possession of the Apartment to the Allottee on or before ____ Day of __ 20__. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of	15.1	The Developer shall offer possession of the Flat/Unit to the Purchaser/s along with right to use Common Areas of the said Land/Common Layout Land and Common Areas and Common Amenities/Facilities of the Phase as mentioned under Annexure “____” and Annexure “____” on or before 31st December, 2030 (“Delivery Date”), and right to use the Township Level Amenities falling in future phase development as mentioned under Annexure “____” shall be available on or before 30th November, 2030; subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts.

	his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.		
--	---	--	--

Salil



7.1	Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s)	16.1	The Purchaser/s shall take possession of the Flat/Unit within 15 (fifteen) 3 (three) months days from the date Developer offering possession of the Flat/Unit (Intimation of Possession), by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement for Sale, and the Developer shall give possession of the Flat/Unit to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. Upon receiving possession of the Flat/Unit or expiry of the said 15 (fifteen) days from offering of the possession ("Possession Date"), the Purchaser shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and thereafter, the Purchaser/s agrees to pay the maintenance charges as mentioned in this Agreement to the Developer and/or association of purchaser/s and/or Facility Management Agency appointed by the Developer, as the case may be. The Purchaser/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Purchaser/s. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

	to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.		
		16.2	The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat/Unit within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter of the Total Area of the Flat/Unit, subject to applicable taxes, (“ Holding Charges ”) and applicable maintenance charges towards upkeep and maintenance of the common areas, common amenities and facilities (if any) for the period of such delay. During the period of said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser/s in relation to its deterioration in physical condition.
		16.3	Notwithstanding anything contained in this Agreement, it is agreed between the Parties that upon receipt of occupation certificate issued by concerned competent authority for the said Flat/Unit, none of the Parties shall be entitled to terminate this Agreement. It is however

			clarified that upon receipt of the occupancy certificate, in case the Purchaser/s default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the Flat/Unit within the aforementioned time as stipulated by the Developer, then the Developer shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the entire Total Consideration towards the Flat/Unit along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Flat/Unit shall come to an end on the expiry of the time as stipulated by the Developer for the purpose and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s in any manner whatsoever for the possession of the Flat/Unit.
		18.2, 18.3, 18.4 and 18.5	18.2 In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Relevant Laws, having regard to the nature of defect, the Developer shall provide an intimation thereof to the Purchaser/s/ the association / the maintenance agency, as the case may be. 18.3 However, it is further agreed between the Parties hereto that, after the Possession Date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Purchaser/s and/or any other allottee/s/ third party in the Phase or failure of the Purchaser/s to maintain Flat/Unit in a diligent manner or non-compliance of any applicable laws by the Purchaser/s; any force majeure events; where the manufacture warranty expires and the

			Purchaser/s/ association/society/federation fails to renew the annual maintenance contracts during the defect liability period.
			18.4 It is further agreed between the Parties hereto that, the Project as the whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Flat/Unit and the Common Areas and Common Amenities/Facilities of the Layout/Phase, wherever applicable. The Developer having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Purchaser/s directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Developer / the manufactures/ the maintenance agency / the association.
			18.5 It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/s and/or any other allottee/person in the Phase and/or the said Land/Common Layout Land. The Purchaser/s is/are aware and agree(s) and confirm(s) that the said premises shall be of RCC structure with normal brick/block

			wall/dry wall with gypsum/putty/cement plaster. The Purchaser/s is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Developer in this regard.
		19 & 20	19. Foreign Exchange Management Act The Purchaser/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Flat/Unit are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the

			residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws. 20. Anti-Money Laundering & Benami The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Flat/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”). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Flat/Unit neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination,
--	--	--	--

			the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement only after the Purchaser/s furnishing to the Developer a no-objection letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.
4.2	Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD	21.1, 21.2	21.1 In the event if: (i)..... and/ or any other amount/s due including but not limited to estimated Other Charges, due from the Purchaser/s as mentioned in this Agreement on due dates and/or; (ii) the Purchaser/s fails to comply with its obligations, terms conditions as set out in this Agreement....., 21.2 Non- Refundable Amounts shall mean and include: (a) Earnest Money; and (b) Interest on any overdue payments; and (c) brokerage paid to channel partners/brokers, if any; and (d) administrative charges, legal charges, consultant payments as per Developer's policy; and (e) all taxes paid by the Developer to the Authorities; and (f) amount of stamp duty and registration charges to be paid on the Deed (defined hereinafter); and (g) any other taxes which are currently applicable or may be applicable in future; and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank; and (i) stamp duty and registration charges on the this Agreement if paid by the Developer under any scheme; and (j) No-cost EMI charges, if any paid by the Developer under any scheme (hereinafter collectively referred to as the "Non-Refundable Amounts").

	at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the		
--	---	--	--

	termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.		
		21.3, 21.4, 21.5, 21.6	21.3 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document (“Deed”) within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation/termination, the Developer’s right to forfeit and refund the balance to the Purchaser/s and the Developer’s right to sell/transfer the Flat/Unit including but not limited to right to use Parking Space (if any) to any third party as per its discretion. 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 Flat/Unit and/or the Phase and/or the Phase Land and/or said Land/Common Layout Land and/or the Larger Township Land 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. 21.4 Termination by Purchaser/s prior to receipt of Occupation Certificate: In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Purchaser/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with Clause 21.2 and the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination. 21.5 The Purchaser/s further agrees and undertakes that on occurrence of such event of termination as provided in Clause 21.1 and Clause 21.4, the Purchaser/s shall return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. 21.6 Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Flat/Unit and/or Parking Space(s) and/or the Phase and/or Phase Land and/or said Land/Common Layout Land and/or the Larger Township Land and the Purchaser/s waives
--	--	--	---




			his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Flat/Unit and/or Parking Space(s) (if any) at its sole discretion. Notwithstanding, the above, in the event the Purchaser/s fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.
<u>9</u>	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the	22.1, 22.2, 22.3, & 22.5 & 22.6	22.1 The Purchaser/s along with other purchaser/s of unit in the building(s) shall join in forming and registering the Society or Association or a Limited Company or condominium or combination of them in respect of each building(s)/tower(s) comprised on Phase Land/ said Land/ Common Layout Land/ Township Project (“Common Organization(s)”), within a period of 3 (three) months of the majority of the allottees/ purchasers have booked their apartment/ flat, and/or receipt of occupation certificate of the current Phase, whichever is earlier, known by such names as the Developer/Project Proponent/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register

	formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.		the Common Organization(s) of the purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. (ii) The Developer shall form an apex organization (being either a co-operative society/condominium/limited company or combination of them) (“Apex Body”) 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) (“Apex Bodies”) for each of residential and commercial zones/ phases including the said Phase Land/said Land/Common Layout Land, as the Developer/Project Proponent/s may deem fit, for the purposes of effective maintenance and management of the entire Township Project including for common areas, amenities, and facilities (if any) of the Township Project / Phase Land/said Land/Common Layout Land/ Towers (as the case may be) at such time and in such a manner as the Developer/Project Proponent/s may deem fit to be known by such name as the Developer/Project Proponent/s may decide, within such period as may be prescribed under the Relevant Laws. (iii) The Common Organization shall be a member of the Apex Body and shall not claim any independent and/or separate rights in respect of the Common Areas and Common Amenities/Facilities and/or in respect of common areas and amenities for the said Larger Land and shall co-operate in every manner whatsoever towards the use, enjoyment, management and upkeep of Common
--	---	--	--

			Areas, and Common Amenities /Facilities in the Phase Land/said Land/ Common Layout Land and the common areas and amenities for the said Larger Land together with OTA and township level amenities in the Larger Township Land. (iv) Since the Phase forms part of the Township Project, and the Common Areas and Common Amenities/Facilities are required to be maintained in accordance with the extant ITP/STP Policy, and with a view to preserve the intrinsic value of the Phase forming a part of the Township Project by ensuring high standard of maintenance and upkeep, at the Developer may at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company /TMA (in the manner set out in Clause 24 below), the maintenance and management of the Township Project, without any reference to the Purchaser/s and other occupants of the Township Project, even after formation of the Common Organization /Apex Body/Apex Bodies on such terms and conditions as the Developer/Project Proponent/s may deem fit and the Purchaser/s hereby unequivocally agree(s) and confirm(s) to the same. For this purpose, the Developer/Project Proponent/s may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies. (v) Purchaser/s to make provisions for payment of outgoings /TMC to the association & the Apex Body/Apex Bodies/Project Proponent/s for the purposes of
--	--	--	--

			maintenance of Building(s) / Tower(s) in which the Flat/Unit is located and the entire Township Project together with the OTA, as the case may be. 22.2 Except for the Parking Space(s) allotted by the Developer in accordance with this Agreement, the Purchaser/s agree(s) and confirm(s) that all parking spaces will be dealt with in accordance with the Relevant Laws. The Purchaser/s hereby declares and confirms that except for the exclusive usage rights granted towards the Parking Space(s) allotted by the Developer, and except the same the Purchaser/s confirms and declares that it do/es not require any parking space/s and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Phase. The Purchaser/s further agree(s) and undertake(s) that the Purchaser/s shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer / Common Organization/ Apex Body/Apex Bodies, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/Common Organization/Apex Body/Apex Bodies shall deal with the parking space(s) in the manner Developer / Common Organization / Apex Body/ Apex Bodies deems fit, subject to Relevant Laws. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. The Promoter shall, within three months of
--	--	--	---

Leell



			registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed. 22.3 The Purchaser/s hereby acknowledge(s) and agree(s) that the Phase is a part of a Layout of the Larger Township Land and as such the Developer would be conveying only the built-up area of the Building(s)/ Tower(s) to the association formed of the individual building(s)/ tower(s)/ wing(s) and the underlying Phase Land/ said Land/ Common Layout Land would be conveyed to the society/ Apex Body / Apex Bodies/ federation formed for the association within 3 (three) months from receipt of completion certificate of Larger Township Land. The Developer shall convey its title in respect of the Larger Township Land to the association / Apex Body / Apex Bodies. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the building(s)/tower(s) and underlying Larger Township Land to the association or Apex Body / Apex Bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by the concerned authorities and proportionate charges to the Developer/TMA from time to time. The Purchaser/s shall be bound to bear and pay his/her/its proportionate share of the stamp duty, registration charges, other surcharges (if any) and other statutory charges/dues/taxes, as may be applicable on such transfer of the common areas in favour of the Apex Body/Federation (as provided herein). 22.5 The conveyance to be executed unto and in favour of the said society/ association formed of the individual building(s)/ tower(s) shall incorporate wherever relevant and necessary,
--	--	--	---

			the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions, and policies, bye-laws, rules and regulations of the ITP, framed by the said FMC/TMA. 22.6 The Developer may become a member of the association / Apex Body / Apex Bodies to the extent of all unsold and/or unallotted flat/ / unit(s), areas and spaces in the Building(s) / Tower(s).
		23 (23.1, 23.2, 23.3, 23.4)	Township Project 23.1 The control and administration of the entire Township Project at all times shall remain with the Project Proponent/s. The Purchaser/s is aware and hereby agrees and undertakes to: (i) Comply with all directions/ orders/ rules and regulations made by the Project Proponent/s for the administration and management of the entire Township Project; and (ii) Not to raise any claim / objection/ cause any hindrance to development of various other sectors/phases of the Township Project by the Project Proponent/s or any of its assignees/ nominees i.e. other sector developer & the Developer. (iii) Pay maintenance charges for township level amenities to the Project Proponent/s or entities nominated by it, which would continue even after formation/conveyance of particular sector(s) association/ society. (iv) Project Proponent/s shall be entitled to add additional lands in the Township Project as it may deem fit and upon the addition whereof, the Larger Township Land shall be deemed to include such additional lands.

			23.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby agrees to the following: (i) The Project Proponent/s shall be entitled to modify / change the layout (with respect to the Phase Land) without affecting the rights of the Purchaser/s in the Phase and in the manner as permitted under the Relevant Laws. (ii) The Project Proponent/s is entitled to add additional lands in the Township Project as it may deem fit and upon the addition whereof, the Larger Township Land shall deem to include such additional lands. (iii) Location of the township level amenities are subject to change. (iv) Project Proponent/s also reserves the right to remove or add on any township level amenities in terms of STP/ITP policy having regard to the overall development of the entire township. (v) The amenities would be developed by the Project Proponent/s which shall be in terms of STP/ITP policy, which shall be available for use of public at large including the purchasers of other sectors. (vi) The Project Proponent/s shall develop commercial Club House ('Recreation Club' as set out in Annexure "____") which would be open to public at large on payment of such charges as may be decided by Project Proponent/s or by any of its assignees/ nominees from time to time. (vii) Purchaser would be required to pay maintenance charges for township level amenities to the Project Proponent/s or entities nominated by it,
--	--	--	---




			which would continue even after formation/conveyance of particular sector/s association/society. (viii) Sector level maintenance charges would be additionally paid by the Purchaser/s to the Developer or entities nominated by it. (ix) The Project Proponent/s has/have the exclusive right to appoint TMA and such appointment shall not be challenged or objected to/by any of the Purchaser/s of the sector (including the Purchaser herein) or their association or Apex Body. (x) The township level amenities shall be available for use by the Purchaser/s as per discretion of the Project Proponent/s upon payment of such fees as may be levied by the Project Proponent/s. The said township level amenities shall be available for use of other developer/s, and such persons entitled. (xi) The Purchaser/s agrees to provide all the support and cooperation to the Project Proponent/s and/or TMA for maintenance and management of the Township Project.
--	--	--	--

			23.3 The Purchaser/s shall have no claim to any other part of the Phase Land / said Land/ Common Layout Land/ Larger Township Land nor can he/she/they make any claim or raise any objection to the development of the other portions of the Phase Land / said Land/ Common Layout Land/ Larger Township Land nor to any decision that the Developer and/or any of the Project Proponent/s may take in that regard. 23.4 The Developer shall have total discretion in the matter of development and maximum exploitation of the remaining portions of the said Land/Common Layout Land and shall be entitled to develop, construct, sell and dispose of flats/units in the said Phase Land/ said Land/ Common Layout Land/ Larger Township Land as the case maybe.
		24 (24.1, 24.2, 24.3 and 24.4)	24 Facility Management Company/ TMA 24.1 By executing this Agreement, the Purchaser/s agree/s and confirm/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and regional office at 8th Floor, Sai Radhe Complex, Sangamvadi behind Sheraton Grand, Pune, Maharashtra – 411001 India, or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“Facility Management Company/FMC”) to manage, upkeep and maintain the Building(s)/Tower(s) together with other building(s)/tower(s) of the Phase, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain

			common areas for the Building(s)/Tower(s) in the Phase and Township Project, amenities, common facilities. The Purchaser/s hereby agree and undertake to execute maintenance agreement with the Facility Management Company/FMC as and when called upon by the Developer / Facility Management Company. The Facility Management Company/FMC shall also be entitled, to collect common area maintenance charges, maintenance deposit, the outgoings, provisional charges, taxes, levies and other amounts in respect of the building(s)/tower(s) (including the Purchaser's proportionate share of the outgoings as provided under Clause 17 above). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company/FMC for maintenance, upkeep, management and control of the Phase, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. It is hereby clearly clarified, agreed and understood that the Facility Management Company/FMC shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies/common organization as the case may be. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional confirmation to such agreement /contract/arrangement that the Developer/Project Proponent/s has or may have to enter into with the Facility Management Company/FMC ("FM Agreement"). It is hereby clarified and the Purchaser/s agrees and authorizes the Developer / Project Proponent/s to appoint the first Facility Management Company/FMC for the said Phase and post formation of the society / association / Apex Body, as the case may be, the Developer/Project Proponent/s will novate the facility management agreement/ township management agreement in favor of the society / association / Apex Body, as the case may be. Post
--	--	--	---




			expiry of the tenure of the FM Agreement, the society / association / Apex Body, as the case may be shall have the option to either continue with the Facility Management Company/FMC or appoint a new facility management company, provided that prior written confirmation of all the purchasers in the Phase are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer/Project Proponent/s shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / Apex Body / Apex Bodies/common organization for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company/FMC in the due course of such maintenance, management and control of the Phase, Building/Tower and/or common areas and/or common amenities for the Phase, amenities and facilities thereto. 24.2 By executing this Agreement, the Purchaser/s agree/s and confirm/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and regional office at 8th Floor, Sai Radhe Complex, Sangamvadi behind Sheraton Grand, Pune, Maharashtra – 411001 India, or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“TMA”) to manage, upkeep and maintain the Township Project, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas for the Township Project, amenities, common facilities.. The Purchaser/s hereby
--	--	--	---

			agree and undertake to execute maintenance agreement with the TMA as and when called upon by the Developer /TMA. TMA shall also be entitled, to collect common area maintenance charges, maintenance deposit, the outgoings, provisional charges, taxes, levies and other amounts in respect of the building(s)/tower(s) (including the Purchaser's proportionate share of the outgoings as provided under Clause 17 above). The Developer hereby reserves its right to remove, nominate and appoint new TMA for maintenance, upkeep, management and control of the Township Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. It is hereby clearly clarified, agreed and understood that the TMA shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies/common organization as the case may be. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional confirmation confirming such agreement /contract/arrangement that the Developer/Project Proponent/s has or may have to enter into with the TMA ("TMA Agreement"). It is hereby clarified and the Purchaser/s agrees and authorizes the Developer / Project Proponent/s to appoint the first TMA for the Township Project and post formation of the society / association / Apex Body, as the case may be, the Developer/Project Proponent/s will novate the facility management agreement/ township management agreement in favor of the society / association / Apex Body, as the case may be. Post expiry of the tenure of the TMA Agreement, the society / association / Apex Body, as the case may be shall have the option to either continue with the TMA or appoint a new facility management company, provided that prior written confirmation of all the purchasers in the Phase are obtained for any discontinuation/non-renewal of the TMA Agreement as per the
--	--	--	--

			terms of such agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer/Project Proponent/s shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / Apex Body / Apex Bodies/common organization for any act, deed, matter or thing committed or omitted to be done by the TMA in the due course of such maintenance, management and control of the Township Project amenities and facilities 24.3 The Purchaser/s agree(s) to promptly, without any delay or demur, pay the necessary fees as may be determined by the Developer/Facility Management Company/FMC/TMA. 24.4 The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company/FMC/TMA, for the purposes of framing rules for management of the Phase, its Building(s) / Tower(s)/ wing(s), common areas, common amenities and common facilities and use of the Flat(s)/ Unit(s)/ /parking areas by the Purchaser/s for ensuring safety and safeguarding the interest of the purchasers of the flat(s)/ unit(s) in the Phase and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and/or other purchasers of the flat(s)/ unit(s) of the Phase.
--	--	--	---

		25 (25.1, 25.2)	25.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/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 purchasers of the flat/ unit(s) in the Building(s) / Tower(s). The Fit-Out Manual will be shared at the time of handing over possession of the Flat/Unit. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat/Unit or the Building(s) / Tower(s), the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Flat/Unit and/or Building(s) / Tower(s) to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat/Unit or the Building(s) / Tower(s) (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/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 Flat/Unit. The Purchaser/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 Flat/ Unit or the Building(s) / Tower(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 Flat/Unit or the Building(s) / Tower(s). 25.2 Upon the possession of the Flat/Unit being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer, its engineers, workmen, laborers or architects to enter upon the Flat/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(s) / Tower(s) or if necessary any part of the Flat/Unit provided the Flat/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 Purchaser/s or his agents and the Purchaser/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 Purchaser/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Flat/Unit as aforesaid. If the Flat/Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building(s) / Tower(s) and/or purchasers therein, the Purchaser/s confirm(s) to the Developer to break open the lock on the main door/entrance of the Flat/Unit and the Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Flat/Unit.
--	--	--	---

		27 (27.1 & 27.2)	27. It is clearly understood and agreed by the Parties that – 27.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Phase Land/said Land/ Common Layout Land any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of the flat/unit(s) in the Building(s) / Tower(s) being constructed on the Phase Land/said Land/ Common Layout Land at all times and the right of access to the Phase Land/said Land/ Common Layout Land (present and future) for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Phase Land/said Land/ Common Layout Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Phase Land/said Land/ Common Layout Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Phase Land/said Land/Common Layout Land appurtenant to each and every building/tower to be constructed on the Phase (including the Building(s)/ Tower(s)) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of the flat/ unit(s) in building(s) / tower(s) constructed on the Phase Land/said Land/ Common Layout Land till such time the Larger Township Land is handed over to the association/society/condominium/limited company/Apex Body/Apex Bodies.
--	--	------------------	---

			27.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Flat/Unit to be executed in respect of the sale/transfer of the / Flat(s) / Unit(s) in the building(s)/tower(s) to be constructed on the Phase Land/said Land/ Common Layout Land. The Purchaser/s hereby expressly agrees to the same.
		28 (28.1, 28.2)	28. Brand Name & Name of the Phase 28.1. It is agreed by the Purchaser/s that the name of the Phase “The Greenfront at Godrej Park World” or of the individual buildings/towers may be changed at the sole discretion of the Developer in accordance to the Relevant Laws. 28.2 It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“Brand Name”) shall at all times be subject to the sole control of Godrej Properties Limited (“GPL”) which is one of the partners of the Developer herein. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the 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 Phase Land, and the Building(s) / Tower(s) 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 Purchaser/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. The Purchaser/s and the association / Apex Body / Apex Bodies of the Flat/Unit purchasers shall not be entitled to change the name of the Phase / Building(s)/ Tower(s) without written agreement of GPL.
		29	Representations by Third Parties The Purchaser/s acknowledge(s), agree(s) and undertake(s) that the Purchaser 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 Purchaser/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
		30	Transfer The Purchaser(s) shall be entitled to transfer/assign his interest in the Flat/Unit in favor of any third party only after (i) payment of minimum 50% (fifty percent) of the Total Consideration by the Purchaser/s; OR (ii) a term of a term of 12 (twelve months) has elapsed from the date of Allotment Letter whichever of (i) and (ii) is later;

			the Purchaser(s) may transfer his rights, title and interest in the Flat/Unit under the Agreement to any third person / entity after obtaining prior written approval of the Developer and shall be subject to the Purchaser/s not being in default to the terms of this Agreement together with the Payment Schedule. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of the Agreement for Sale, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser(s) under the Agreement for Sale and payment of applicable transfer / administrative fee of Rs. 1,000/- (Rupees One Thousand only) per square meter plus taxes as applicable on the Total Area of the Flat/Unit to the Developer. However, in the case of first transfer, no transfer charges will be applicable. On such transfer recorded / endorsed by the Developer, the Purchaser(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. The Purchaser(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.
		31	Obligations, Covenants, Representations of Purchaser/s. (viii) That the dry and wet garbage shall be separated and the wet garbage generated in the building(s)/ tower(s)/ wing(s) shall be treated separately on the Phase Land /said Land/ Common Layout Land by the residents/occupants of the building(s)/ tower(s) in the jurisdiction of PMRDA. (xi) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of the flat(s) unit(s) in the building(s)/ tower(s)/ wing(s) or other occupants or users of the

Signature



			building(s)/ tower(s), or visitors to the building(s)/ tower(s), and also occupiers of any adjacent, contiguous or adjoining properties; (xiii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/Unit/s in the Building, without the prior written permission of the Developer/association/concerned authorities; (xiv) After possession of the Flat/Unit is handed over the Purchaser/s, the Purchaser/s may insure the Flat/Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter. (xv) The Purchaser/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908. (xxi) The Purchaser/s shall observe, perform and abide by or otherwise comply with all rules, regulations and bye-laws being in force as well as those framed by the Developer and/or the co-operative society/condominium/limited company/apex organization being applicable to all occupants in the Phase.
--	--	--	--

			(xxii) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat/unit and/or mock flat/unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire Flat/Unit in the Phase and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Township Project. (xxiii) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Flat/Unit in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement. (xxiv) The Purchaser/s agree and confirm that after the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects mentioned in Clause 18 above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
--	--	--	--

			(xxv) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Flat/Unit or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel. (xxvi) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat/Unit and/or Parking Space(s) by concerned authorities due to non-payment by the Purchaser/s or any other Flat/Unit purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. (xxvii) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under Clause 5.1 of this Agreement or as and when demanded by the Developer.
		32 (32.1, 32.2, 32.3 32.4, 32.5, 32.6)	32. Rights of the Developer 32.1.Hoarding rights The Purchaser/s hereby agrees that the Developer may and shall always continue to have the right to place/erect hoarding/s/signages on the Phase Land/ said Land/ Common Layout 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

Salil



			conveyance to the association / Apex Body / Apex Bodies and the Purchaser/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). 32.2 Retention Subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flat/units in the Township Project which may be subject to different terms of use, including as a guest house / corporate apartment / Flats. 32.3 Unsold Flat/Unit(s) 32.3.1 All unsold and/or un-allotted flat/ /unit(s), areas and spaces in the Building(s)/Towers(s) / Phase, including without limitation, parking spaces and other spaces anywhere else in the Building(s)/Towers(s)/Phase Land/said Land/ Common Layout 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 apartment(s)/flat(s)/premises(s)/unit(s) and shall be entitled to enter upon the Phase Land/ said Land/ Common Layout Land and the building / tower/ Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
--	--	--	---

			32.3.2 The Developer shall without any reference to the Purchaser/s, Common Organization, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/Flat/Unit(s)/premises(s)/unit(s) and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units in the Building / Tower/ Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / Apex Body / Apex Bodies. The Purchaser/s and / or the association / Apex Body / Apex Bodies shall not claim any reduction in the Total Consideration 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. 32.4 Basement/Podiums The Purchaser/s hereby agree to the Developer dividing the podium into Parking Space(s), store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws. 32.5 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 Township Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.
<u>17</u>	After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 who has taken or agreed to take such [Apartment/plot].	32.6	Mortgage & Security In addition to what is stated in this Agreement, the Developer, if it so desires, shall be entitled to create security on the Phase Land and/or said Land/ Common Layout Land together with the building(s)/ tower(s) being constructed thereon (including the Building/ Tower) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat/Unit allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat/Unit, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Larger Township Land (or any part thereof) and building(s)/ tower(s) constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause 22 above. The Purchaser/s hereby confirms to have understood and accepts that the Developer/Project Proponent/s shall be entitled to raise such financial facilities against security of the Township Project together with the building(s)/ tower(s) being constructed thereon (including the Building/Tower) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/Unit agreed to be transferred hereunder.




		33	Appointment of vendors for internet and cable facility The Developer has informed the Purchaser/s and the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Developer shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Building/ Tower and other building(s)/ tower(s) constructed / to be constructed upon the Phase Land/said Land/ Common Layout Land. The aforesaid rights are retained by the Developer until transfer of the Township Land to the apex body 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. In view thereof, the Purchaser/s and /or other occupants of flat(s) unit(s) in the building(s) / tower(s)/ wing(s) 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 Purchaser/s and/or occupants of flat (s) /unit(s) in the building(s) / tower(s)/ wing(s) 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.

18	Binding Effect: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its	35	Binding effect Executing this Agreement with the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s appears for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

	registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.		
		36	Entire agreement This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties in respect of 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 Flat/Unit, as the case may be. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s and/or his agents, including

			those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.
		40	Waiver Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.
		46	Satisfied with the Developer's title The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Phase Land /said Land/ Common Layout Land/ Building/ Tower / Special Township Project and the lands thereunder and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/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 Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the

			Purchaser/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 Purchaser/s.
		50	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 Pune courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of 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 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.

Thanking you

For Maan-Hinje Township Developers Private Limited





(Authorized Signatory)

