

Embellish Houses LLP,  
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 Website: www.godrejproperties.com  
 LLPIN: AAO-2164

DATE: 14.10.2025

**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 Developer AFS" and rest of additional clauses of Developer AFS are highlighted in Yellow colour and Non –negotiable Clauses are highlighted in "Green" Colour in column "Deviation Clause in Developer AFS".

Sr. No.	Clause in Model Agreement	Clause No.	Deviation/Modification Clause in Developer AFS
1.	AND WHEREAS the Allottee has applied to the Developer for allotment of an Apartment No. .... on .....floor in wing ____ situated in the building No. .... being constructed in the _____ phase of the said Project,	DD	DD. The Carpet Area of the Unit is [•] square meters and Exclusive Areas of the Unit is [•] square meters aggregating to Total Area of [•] square meters ("Total Area"). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Unit for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Unit for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Unit and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the Unit for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Unit for exclusive use of the Allottee(s) and other areas appurtenant to the Unit for exclusive use of the Allottee(s).
2		1	The Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.
3		2.1, 2.2, 2.3	2.1 The Developer Promoter shall construct Phase on the Phase Land forming a part of the Free Sale Land. It is further clarified that the development of the Project shall be in



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			<p>accordance with the plans, designs and specifications as approved by relevant authorities from time to time. However, in order to further enhance design of the Project, the Developer Promoter intends to construct up to _____ additional floors above the Phase, thereby increasing the height of the Phase without impacting the Unit agreed to be purchased by the Allottee(s) and/or any amenity to be provided to the Allottee(s), provided that the same is approved by the relevant Government Authorities. In the event the Developer Promoter is unable to construct the additional floors in the Phase due to any reason whatsoever, the Phase will be constructed, in accordance with the current sanctioned plans. Provided that the Developer Promoter shall obtain prior consent in writing of the Allottee(s) in respect of any major alteration or addition or variations or modifications which may adversely affect the Unit of the Allottee(s) except any alteration or addition required by any Government Authorities or due to change in law.</p> <p><b>2.2</b> The Allottee(s) further acknowledge/s and confirms that the Developer Promoter may, at any time, vary/modify the Layout (except for the Phase) in such manner as the Developer Promoter may deem fit, subject however to the sanction of the concerned Government Authorities, or if required by the concerned Government Authorities. The Developer Promoter shall be entitled to carry out minor additions due to architectural and structural reasons duly recommended and verified by Architect or Engineer and as required under Relevant Laws.</p> <p><b>2.3</b> The Developer Promoter has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that Common Areas and Facilities of the Project (as enlisted in <b>Annexure [•]</b>) are distributed across the Free Sale Land. The Common Areas and Facilities of the Project including the Common Areas and Facilities of the Phase shall at all times remain common and shall be shared by all the allottee(s) of the Project. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or society/common organisation of the Towers to be constructed on the Free Sale Land shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such</p>
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			Common Areas and Facilities of the Project by the allottee(s)/ member(s) of the Towers. Further, the costs and charges towards the usage and maintenance of such Common Areas and Facilities of the Project shall be shared between all the Allottee(s)/member/s of the Towers as more particularly mentioned in this Agreement. The Allottee(s) hereby acknowledge(s), confirm(s) and agree(s) to the same and accordingly gives his/her/their no-objection and permission towards the same.
4		3.1	<p><b>3. Description of Flat/Retail Unit/Parking Space(s) and Common Areas and Amenities, facilities &amp; Total Consideration</b></p> <p><b>3.1</b> At the request of the Allottee(s), the Developer Promoter has agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Developer Promoter a Unit of the aforesaid Total Area bearing no. [•], on the [•] floor in _____, constructed or being constructed by the Developer Promoter, which is more particularly described in the _____ Schedule hereunder written and shown on the plan thereof thereto annexed as Annexure _____ and an exclusive right to use garage/covered car parking space at [•] level basement/podium/stilt/mechanical car parking unit bearing No. [•] admeasuring [•] sq.ft. having [•] ft. length x [•] ft. breadth x [•] ft. vertical clearance or open car parking space without consideration bearing No. [•] admeasuring [•] sq. ft. having [•] ft. length x [•] ft. breadth. Multilevel Car Parking/ the basement/podium/stilt of the _____ in the Project ("Parking Space(s)"). A copy of the parking plan earmarking and identifying the Parking Space(s) in _____ color boundary line is herewith annexed as Annexure _____.</p>
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 Developer in the said building and the	3.2	<p><b>3.2</b> The fixtures and fittings with regard to flooring, sanitary fittings and amenities with particular brand or equivalent to be provided by the Developer Promoter in the said Unit as are set out in Annexure _____, annexed hereto. The Allottee(s) hereby confirms that they is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure _____ and the same shall only be relied by the Parties.</p>



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	Apartment as are set out in Annexure 'Ls', annexed hereto.																				
6		3.4	<p>3.4 In consideration of the above, the Allottee(s) hereby agrees to pay to the Developer Promoter a total lump-sum sale consideration of ₹. [•] (Rupees [•] Only) ("Total Consideration"), comprising of the following:</p> <table><tr><th>Sr. No.</th><th>Particulars of consideration</th><th>Rupees</th></tr><tr><td>(i)</td><td>Towards the Carpet Area of the Unit.</td><td>Rs.</td></tr><tr><td>(ii)</td><td>Towards the Exclusive Areas of the Unit.</td><td>Rs.</td></tr><tr><td>(iii)</td><td>Towards Parking Space(s)</td><td>NA</td></tr><tr><td>(iv)</td><td>Towards proportionate consideration for Common Areas and common amenities/facilities charges calculated on the Carpet Area of the Unit.</td><td>Rs.</td></tr><tr><td></td><td>Total Consideration</td><td>Rs.</td></tr></table>	Sr. No.	Particulars of consideration	Rupees	(i)	Towards the Carpet Area of the Unit.	Rs.	(ii)	Towards the Exclusive Areas of the Unit.	Rs.	(iii)	Towards Parking Space(s)	NA	(iv)	Towards proportionate consideration for Common Areas and common amenities/facilities charges calculated on the Carpet Area of the Unit.	Rs.		Total Consideration	Rs.
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	Total Consideration	Rs.																			
7		3.5, 3.6	<p>3.5 The Allottee/s has paid on or before execution of this Agreement a sum of INR _____/- (Rupees _____ only) (not exceeding 10% of the Total consideration) as advance payment and hereby agrees to pay to that Developer Promoter the balance amount of INR _____/- (Rupees _____ only) and shall be deposited in _____ RERA Designated collection Account _____ Godrej _____ Account No. _____ Branch having IFSC _____ situated at _____. In addition to the above bank account, the Developer Promoter has opened in the same bank, RERA Designated Separate Account and RERA Designated Transaction Bank Account having Account No. _____ and _____. Along with the aforementioned Total Consideration, the Allottee(s) agree(s) and undertake(s) to pay to the Developer Promoter, amounts as specified in</p>																		



Percentage **80**

*[Signature]*

**EMBE**  
**MUMBAI**  
**OSSELLP**

Sr.No.	Milestone	Percentage	Rupees
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			i.	Before registration of this Agreement	10%		
			ii.	Immediately after execution and registration of this Agreement	20% (total 30%)		
			iii.	On completion of Plinth of The Unit's building/wing	15% (total 45%)		
			iv.	on completion of slabs including podiums and stilts of the Unit's building/wing	25% (total 70%)		
			v.	On completion of the walls, internal plaster, floorings, doors and windows of the Unit	5% (total 75%)		
			vi.	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the [•] [please mention the floor on which the Unit is situated] Floor	5% (total 80%)		
			vii.	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Unit's building/wing	5% (total 85%)		
			viii.	On completion of Unit's building's/wing's lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement	10% (total 95%)		



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			<table> <tr> <td>ix.</td><td>At the time of handing over of possession of Unit or on receipt of Occupation Certificate or Completion Certificate</td><td>Balance</td><td></td></tr> <tr> <td>Total</td><td></td><td>100%</td><td></td></tr> </table> <p><b>Note: Each of the instalments mentioned in the sub clause ___ and ___ shall be further subdivided into multiple instalments linked to number of basements/podium/floors in case of multi-storied building/wing.</b></p> <p><b>The Developer Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.</b></p>	ix.	At the time of handing over of possession of Unit or on receipt of Occupation Certificate or Completion Certificate	Balance		Total		100%	
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Total		100%									
10.		5.2	<p>The Allottee(s) shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer Promoter sending notice of the completion of each milestone. Intimation forwarded by Developer Promoter to the Allottee(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 Allottee(s) and the Allottee(s) agree/s not to dispute the same. The Allottee(s) hereby understand/s and agree/s that, save and except for the intimation from the Developer Promoter as provided under this Clause, it shall not be obligatory on the part of the Developer Promoter to send reminders regarding the payments to be made by the Allottee(s) as per the payment schedule mentioned in this Clause, and the Allottee(s) shall make all payment/s to the Developer Promoter on or before the due dates, time being the essence of this Agreement for Sale.</p>								
11.		5.3	<p>All payments to be made by the Allottee(s) under this Agreement for Sale shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "●".</p>								



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12.		5.4	In case of any financing arrangement entered by the Allottee(s) with any Bank / financial institution with respect to the purchase of the Unit, they 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 due and payable to Developer Promoter through an account payee cheque/demand draft drawn in favour of "[●]". The Allottee(s) has to provide a valid in-principle sanction letter of loan before registration of Agreement for sale. The Allottee(s) shall solely be responsible and liable to ensure that the disbursement of the same shall not be held by any Bank or Financial Institution for any reasons which shall not be attributable to the Developer Promoter, as and when due, and same shall be made by the Bank or Financial Institution without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of Agreement. The Allottee(s) agrees that in the event if they avail any loan/or loan facilitation services ("Loan Services") from any external third party, they shall do so at his/her own cost and expense whatsoever and shall not hold the Developer Promoter liable/responsible for any loss/defective service/claims/demands that the Allottee(s) may have incurred due to the Services so availed.
13.		5.5, 5.6, 5.7, 5.8, 5.9	<p>5.5 For the purpose of remitting funds from abroad by the Allottee(s), the following are the particulars of the beneficiary:</p> <p>Beneficiary's Name : [●]</p> <p>Beneficiary's Account No: [●]</p> <p>Bank Name : [●]</p> <p>Branch Name : [●]</p> <p>Bank Address : [●]</p>



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			Swift Code : [●]  IFSC Code : [●]								
		<p>5.6 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee(s) is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause ____ below and the Developer Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Developer Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. 5000/- (Rupees Five Thousand only) along with applicable taxes for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. 10000/- (Rupees Ten Thousand only) along with 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.</p> <p>5.7 In the event, the Developer Promoter is required to refund any amounts in terms of this Agreement, the Developer Promoter may refund such amounts in the below Bank account. The Allottee(s) agree to update the Developer Promoter of any change in the Bank account details immediately and shall not hold the Developer Promoter liable in case of Allottee's failure in this regard.</p> <table border="1"> <thead> <tr> <th>Name of Account Holder</th> <th>Bank Account No.</th> <th>Name of the Bank and Branch</th> <th>IFSC</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>5.8 The Total Consideration is escalation-free, save and except escalations / increases /</p>		Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC				
Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC								



			<p>impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities(“<b>Government Authorities</b>”) from time to time in the manner levied by such Government Authorities. The Developer Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.</p> <p>5.9 It is further clarified that payments received from any third parties/non-allottee shall not be considered to be valid payments and such payment shall continue to appear as outstanding against the Unit.</p>
14.	Further, at the express request of the Allottee(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.	5.10	<p>5.10 Further, at the express request of the Allottee(s), the Developer Promoter may at its sole discretion offer a rebate to the Allottee(s) in case they desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee(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 Promoter shall not be subject to any change/withdrawal. The Allottee(s) further understands and agrees that the Developer Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Developer Promoter may deem fit and proper. The early payments received from the Allottee(s) under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee(s).</p>
15.		5.11	<p>5.11 The Allottee(s) understands that their eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions. Further the Developer Promoter shall not be responsible for any delay in obtaining requisite approval(s)/sanction/disbursal(s) from the bank/financial institution. It is the sole responsibility of the Allottee(s)/s to obtain the loan and the Developer Promoter is</p>



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			only assisting in this regard. In the event, the bank/financial institution does not grant loan under the subvention plan or any other plan to the Applicant for reasons not attributable to the Developer Promoter, it shall be the sole discretion of the Developer Promoter to terminate the Allotment Letter/Agreement for Sale and forfeit the Non Refundable Amount, or, continue as per conditions contained herein.
16.		6.2, 6.3, 6.4 and 7	<p>6.2 For the purpose of this Agreement,</p> <p>(i) “GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.</p> <p>(ii) “GST Law” shall mean and include the Integrated Goods &amp; Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods &amp; Services Tax Act and State Goods &amp; Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.</p> <p>(iii) “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.</p> <p>6.3 Taxes shall be payable by the Allottee(s) on demand made by the Developer Promoter within <b>15</b> (fifteen) working days, and shall indemnify and keep indemnified the Developer Promoter from and against the same.</p> <p>6.4 Further, the Allottee(s) and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cess, statutory charges including GST or Other Charges (with taxes thereon) existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each instalment of amounts payable under this Agreement, with retrospective effect, if so required under the Relevant Laws.</p> <p><b>7. Tax Deducted at Source</b></p>



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			<p>The Allottee(s) is aware that they 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, they shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.</p>
17.		8.2, 8.3 and 8.4	<p>8.2 The Allottee(s) agrees that the Developer Promoter shall have a right to adjust the amounts incurred by the Developer Promoter towards the maintenance and upkeep of Common Areas and Amenities from the amounts to be paid by the Allottee(s) under the aforesaid Clause __ without any reference to the Allottee(s)/ society / limited company / Common Organisation / Apex Body.</p> <p>8.3 The Developer Promoter shall have the right to keep the amounts collected towards the corpus funds from the allottees under any fixed deposit with a scheduled bank of its own choice and as per the discretion of the Developer Promoter till the transfer the aforesaid amounts to the society / limited company / Common Organisation / Apex Body. It is clarified that the above amount are purely estimates and the Developer Promoter reserves the right to demand additional amounts from the Allottee(s) in case the actual expenses for any of the particular heads mentioned above exceed the estimated amount mentioned above for that specific head.</p> <p>8.4 The amounts collected by the Developer Promoter in Sr. No. (i) to (ii) hereinabove shall be provisional amount and the Developer Promoter and/or the Facility Management Company shall have right to revise/raise additional amount, if the same is exhausted before hand over management to the society / limited company / Common Organisation / Apex Body as mentioned in Clause __ hereinbelow. The Developer Promoter/Facility</p>



			Management Company shall provide audited statements of the expenses incurred by the Developer Promoter/Facility Management Company.
18.		9, 9.1 and 9.2	<p>*collection at any point doesn't guarantee the provisioning of the services immediately upon payment/ possession.</p> <p>* The amounts collected by the Developer Promoter in Sr. No. ____ to ____ hereinabove shall be provisional amount and the Developer Promoter and/or the Facility Management Company shall have right to revise/raise additional amount, if the same is exhausted before hand over of Possession of the Unit.</p> <p>**LUC shall mean land under construction tax which is payable to the competent Government Authorities on actuals. This is an indicative amount and may vary basis the demand raised by the competent authority.</p> <p>9.1 It is clarified that the amounts to be paid by the Allottee(s) under Clause ____ and Clause ____ of the Agreement are estimated and subject to variation. The actual amounts payable by the Allottee(s) shall be informed by the Developer to the Allottee(s) at the time of raising the demand towards the said amounts.</p> <p>9.2 The Developer shall have the right to keep the amounts collected towards the corpus funds from the Allottee(s) under any fixed deposit with a scheduled bank of its own choice and as per the discretion of the Developer. The Developer shall transfer the aforesaid amounts to the Common Organization/ Association / Apex Body, subject to the aforesaid deductions/ adjustments and the same is confirmed and agreed by the Allottee(s)/ Common Organization / Association / Apex Body.</p>
19.		13.4 and 13.5	13 Interest



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			<p><b>13.4</b> Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.</p> <p><b>13.5</b> Without prejudice to the other rights of the Developer Promoter hereunder, the Developer Promoter shall in respect of any amounts remaining unpaid by the Allottee(s) under this Agreement, have a first charge / lien on the Unit and the Parking Space(s) and the Allottee(s) shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Developer Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer Promoter.</p>
20	<p>The Developer 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 Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.</p>	<b>14 (14.1 to 14.8)</b>	<p><b>14 Floor Space Index</b></p> <p><b>14.1</b> The Allottee(s) has/have been informed and is/are aware that the buildable area has been sanctioned for the Free Sale Land as a single layout on the basis of the available Floor Space Index ("FSI") as sanctioned by SRA and accordingly the Developer Promoter shall develop the Free Sale Land by utilizing the FSI.</p> <p><b>14.2</b> The Developer Promoter declares that FSI available as on date in respect of the Free Sale Land is _____ square meters only and the Developer Promoter has planned to utilize FSI of _____ square meters on the said Free Sale Land by utilizing the FSI of the Free Sale Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the Common Layout 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 Developer by utilizing the</p>



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		<p><del>proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.</del></p> <p>14.3 Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in Phase Land may not be proportionate to the area of the Phase Land on which it is being constructed in proportion to the total area of the Free Sale Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer Promoter in mutual agreement with the Owner Promoter, may allocate such buildable FSI for each of the buildings being constructed on the Free Sale Land as it thinks fit and the Allottees of the flat(s)/premises/units in such buildings (including the Allottee/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 Free Sale Land.</p> <p>14.4 The Allottee/s acknowledge(s) that the Developer Promoter is entitled to utilize and deal with all the development potential of the Free Sale 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 and development of facilities and/or amenities on any part of the Free Sale Land or elsewhere as may be permitted and in such manner as mentioned in this Agreement. Further, the Allottee/s hereby agrees, consents to, acknowledge/s and confirm/s that the Developer Promoter and/ or Owner Promoter at their mutual discretion are entitled to add/amalgamate adjoining land parcels to the Free Sale Land and shall be solely entitled to utilize the development potential of such additional land in the manner they may deem fit under the Relevant Laws.</p> <p>14.5 The Allottee/s further acknowledge(s) that, as per this Agreement (i) the Developer Promoter and Owner Promoter shall also be solely entitled to deal with their respective entitlements in other tower/wing/phase/segment comprised in the Free Sale Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the</p>
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			<p>Developer Promoter and Owner Promoter may deem fit (ii) the Developer Promoter / Owner Promoter may also sell/transfer their respective stake in the other tower/wing/phase/segment to any person as it deem fit, in accordance, with this Agreement and to the then existing laws. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer Promoter.</p> <p>14.6 Neither the Allottee/s nor any of the other Allottees of the flat(s)/premises/units in the Tower/ buildings being constructed on the Free Sale Land nor the Common Organisation / Apex Body/ Apex Bodies to be formed of Allottees of flat(s)/premises/units in such Tower (shall be entitled to claim any FSI and/or TDR howsoever available on the Free Sale Land. All FSI and/or TDR at any time available in respect of the Free Sale Land in accordance with any part thereof shall always belong to the Promoters, till the time the development of the entire Free Sale Land as contemplated by the Developer Promoter is completed by the Developer Promoter and building(s) / Common Areas and Amenities is transferred/ conveyed/ leased to the Common Organisation / Apex Body / apex bodies in the manner set out herein below.</p> <p>14.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Free Sale Land shall always be available to and shall always be for the benefit of the Owner Promoter, in the manner agreed under this Agreement and the Owner Promoter shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee/s /Common Organisation/ Apex Body/ Apex Bodies. In the event of any additional FSI in respect of the Free Sale 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 Promoter and Owner Promoter shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built -up area on the Free Sale Land as may be permissible.</p>
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			<p>14.8 The Allottee/s or the Common Organisation/ Apex Body/ Apex Bodies shall not alter/demolish/construct or redevelop the Free Sale Land or any part thereof until and unless the Project 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 Free Sale Land. It is also agreed by the Allottee/s that even after the formation of the Common Organisation / Apex Body/ Apex Bodies, the Developer Promoter, if permitted by the MCGM/ SRA and other Government Authorities, shall be entitled to utilize further development potential (including ancillary FSI), by putting up further construction on the Free Sale Land and shall thereby continue to retain full right and authority to develop the Free Sale 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 additional construction shall at all times be the property of the Developer Promoter, who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer Promoter may deem fit.</p>
21	<p>The Developer shall give possession of the Apartment to the Allottee on or before ____ Day of _____. If the Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee of the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause _____</p>	16 (16.1)	<p>16 <b>Possession</b></p> <p>16.1 The Developer Promoter shall offer possession of the Unit to the Allottee(s), after the Owner Promoter has obtained the Occupation Certificate for the Unit on or before _____ (“<b>Delivery Date of the Unit</b>”) and shall deliver the Common Areas and Facilities of the Free Sale Land on or before _____ (“<b>Delivery Date of Common Areas and Facilities of the Project</b>”) subject to the Allottee(s) being in compliance of all its obligations under this Agreement including timely payments of amounts.</p>



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	<p>from the date the Developer received the sum till the date the amounts and interest thereon is repaid.</p> <p>Provided that the Developer 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.</p>		
22	<p>Procedure for taking possession - The Developer, 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 Developer shall give possession of the [Apartment/Plot] to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of</p>	17 (17.1 to 17.3)	<p><b>17. Manner of Taking Possession</b></p> <p>17.1 The Allottee/s shall take possession of the Unit within 15 (fifteen) days from the date Developer Promoter offering possession of the Unit ("<b>Intimation of Possession</b>"), by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer Promoter shall give possession of the Unit to the Allottee(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 Unit or expiry of the said 15 (fifteen) days from offering of the possession ("<b>Possession Date</b>"), the Allottee/s shall be deemed to have accepted the Unit, in consonance with this Agreement. Effective from the Possession Date, the Allottee(s) agree/s to pay the CAM Charges (as defined herein) to the Developer Promoter and/or Common Organisation / Apex Body / Apex Bodies and/or Facility Management Agency appointed by the Developer Promoter, as the case may be. The Allottee(s) expressly understands and agrees that the risk and ownership to the Unit shall pass and be deemed to have passed to the Allottee(s) with effect from the Possession Date. <del>The Developer Promoter</del></p>



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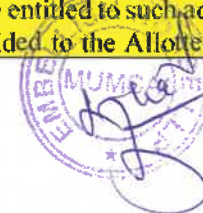
<p>the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer or association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 7 of days of receiving the occupancy certificate of the Project.</p>	<p><del>on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.</del></p> <p>17.2 The Allottee(s) hereby agree/s that in case they fail/s to respond and/or neglects to take possession of the Unit within the time stipulated by the Developer Promoter, then they shall in addition to the above, pay to the Developer Promoter holding charges at the rate of Rs. ____/- (Rupees _____) per month per square meter of the Total Area of the Unit (“<b>Holding Charges</b>”) and applicable maintenance charges, electricity charges, society charges, property tax, non-occupancy charges etc. towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Developer Promoter but at the sole risk, responsibility and cost of the Allottee(s)/s in relation to its deterioration in physical condition.</p> <p>17.3 Notwithstanding anything contained in this Agreement, it is agreed between the Parties that upon receipt of the occupancy certificate issued by the concerned competent authority for the Units, Allottee(s) shall not be entitled to terminate this Agreement. It is clarified that, upon receipt of the occupancy certificate, in case the Allottee(s) default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Developer Promoter, then the Developer Promoter shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the Total Consideration towards the Unit along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee(s) further agree/s and acknowledge/s that the Developer Promoter’s obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Developer Promoter for the purpose and that subsequent to the same, the Developer Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) in any manner whatsoever for the possession of the Unit.</p>
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23		18 (18.1 to 18.7)	<p><b>18 Outgoings</b></p> <p>18.1 From the Possession Date, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings and maintenance charges in respect of the Phase/Project/Free Sale Land (as may be applicable) including without limitation, the local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project including Future Towers /Free Sale Land (as may be applicable) (“<b>CAM Charges</b>”) thereon from the “<b>CAM Start Date</b>” (as defined herein below).</p> <p>18.2 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 15 (Fifteen) days after the date of offer of possession letter/Possession Intimation letter, regardless of whether the Allottee(s) takes such possession or not. Such date shall be referred to as “<b>CAM Start Date</b>”.</p> <p>18.3 The amounts mentioned as CAM Charges herein are provisional and based on estimates. The said amount is subject to revision.</p> <p>18.4 The Allottee(s) shall be obliged to pay the CAM Charges from the CAM Start Date in advance on or before the 1st day of each _____ to the Apex body/Common Organisation or the Developer Promoter, as the case maybe.</p> <p>18.5 Until the lease/conveyance of the structure of the building(s)/Project to the common organization, the Allottee(s) shall pay to the Developer Promoter such CAM Charges as may be determined by the Common Organization/Apex Body. It is further agreed that till the Allottee(s)’s share is so determined, they shall pay to the Developer Promoter provisional monthly contribution as determined by the Developer Promoter from time to time. The amounts so paid by the Allottee(s) to the Developer Promoter shall not carry any interest and remain with the Developer Promoter until a conveyance in favour of Common Organization/</p>
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			<p>Apex Body as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer Promoter to the common organization.</p> <p>18.6 The Developer Promoter shall maintain a separate account in respect of sums received by the Developer Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Common Organisation/ Apex Body or towards the out goings, CAM Charges and shall utilize the amounts only for the purposes for which they have been received.</p> <p>18.7 All CAM Charges are compulsorily payable by the Allottee/s in the future upon demand being raised by the Developer Promoter/ Facility Management Company, regardless of whether the Allottee/s uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Common Areas and Facilities provided by the Developer Promoter/ Facility Management Company till such time all due amounts are paid together with Interest at the rate as may be specified by the Developer Promoter/ Facility Management for the period of delay in payment.</p>
24	<p>If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects,</p>	<p>19 (19.1 to 19.6)</p>	<p><b>19. Defect Liability Period</b></p> <p>19.1 If the Allottee brings to the notice of the Developer Promoter any structural defect in the Unit / Project within a period of five years or as may be amended from time to time under the Relevant Laws, on account of workmanship, quality or provision of service, then it shall wherever possible be rectified by the Developer Promoter without further charge to the Allottee(s).</p> <p>19.2 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, then the Developer Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s)/ the</p>



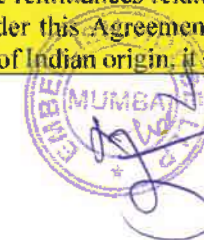
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<p>then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.</p>		<p>Common Organisation/ Apex Body/ Apex Bodies the maintenance agency, as the case may be. The Allottee(s) hereby agrees to such additional time/extension of time.</p> <p>19.3 It is further agreed between the Parties hereto that, after the Possession Date, the Developer Promoter shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee(s) and/or any other allottee(s)/ third party in the Project or failure of the Allottee(s) to maintain Unit in a diligent manner or non-compliance of any applicable laws by the Allottee(s); any force majeure events; where the manufacture warranty expires and the Allottee(s)/ Common Organisation/ Apex Body/ Apex Bodies fails to renew the annual maintenance contracts during the defect liability period.</p> <p>19.4 It is further agreed between the Parties hereto that, the Project as the whole has been conceived, designed and constructed based on the commitment 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 Unit and the Common Areas and Amenities, wherever applicable. The Developer Promoter 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 manufacturers/ installers. Any claim or dispute in relation thereto shall be raised by the Allottee(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 Promoter / the manufactures/ the maintenance agency / the Common Organisation/ Apex Body/ Apex Bodies.</p> <p>19.5 It is clarified that the Developer Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee(s)</p>
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			<p>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 Allottee(s) and/or any other allottee/person in the Project. The Allottee(s) is/are aware and agree(s) and confirm(s) that the Unit along with the Common Area shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee(s) is/are aware that the said Project 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 Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove are not permissible and will result in immediate ceasing of the Developer Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee(s)/ Common Organisation/ Apex Body/ Apex Bodies shall have no claim(s) of whatsoever nature against the Developer Promoter in this regard. It is hereby clarified that the Allottee(s) shall not be entitled to carry out any changes within the Units without express written consent of the Developer Promoter and without sanction from the competent Government Authorities in accordance with the Relevant Laws.</p> <p>19.6 After the Possession Date, the Allottee(s) alone shall be liable to rectify and reinstate any other damage due to wear and tear of whatsoever nature caused to the Unit/ Project, save and except for the defects mentioned in Clause ____, at his/her/its/their own costs and the Developer Promoter shall not be responsible for the same. It is clarified that all costs including the cost of re-instating and/or repairing such damage shall be borne by the Allottee(s) alone, without any reference to the Developer Promoter. by the Allottee(s) alone, without any reference to the Developer Promoter.</p>
25		20	<p><b>20. Foreign Exchange Management Act</b></p> <p>The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for Sale for the Unit are made by non-resident/s/foreign national/s of Indian origin, it shall</p>



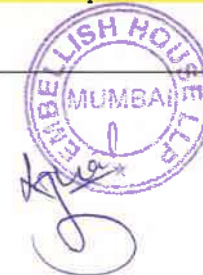
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			<p>be the sole responsibility of the Allottee(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer Promoter with such permission/approvals/no objections to enable the Developer Promoter to fulfill its obligations under this Agreement for Sale. Any implications arising out of any default by the Allottee(s) shall be the sole responsibility of them. The Developer Promoter accepts no responsibility in this regard and the Allottee(s) shall keep the Developer Promoter 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 Allottee(s), subsequent to the signing of this Agreement for Sale, it shall be the sole responsibility of the Allottee(s) to intimate in writing to the Developer Promoter immediately and comply with all the necessary formalities, if any, under the Relevant Laws.</p>
26		21	<p><b>21 Anti-Money Laundering</b>          The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the them under this Agreement for Sale towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, amendments, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Anti Money Laundering”). The Allottee(s) further declare(s) and authorize(s) the Developer Promoter to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including</p>



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			<p>any material facts within his/her/their/its knowledge. The Allottee(s) further agree(s) and confirm(s) that in case the Developer Promoter becomes aware and/or in case the Developer Promoter is notified by the Government Authorities of any instance of violation of Anti- Money Laundering, then the Developer Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee(s) shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer Promoter, which the Allottee(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Developer Promoter to them in accordance with the terms of this Agreement only after the Allottee(s) furnishing to the Developer Promoter a no-objection / consent letter from the Government Authorities permitting such refund of the amounts to the Allottee(s). Furthermore, the Allottee(s) acknowledge(s) and confirm(s) that the Unit is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 ("Benami Act"). The Allottee(s) understand(s) and agree(s) that in the event the Unit is found to be a 'benami property' as defined under the said Act and any proceedings are initiated under the Act against the Developer Promoter or the Unit, the Developer Promoter shall have the right to take appropriate legal action to protect its interests and the interests of bona fide Allottees. The Allottee(s) shall fully cooperate with the Developer Promoter and provide any assistance and documentation as may be required in such proceedings. It is also expressly agreed by the Allottee(s) that in the event the Unit is confiscated by the appropriate Government Authorities under the provisions of the Benami Property Transactions Act, 2016, the Developer Promoter shall not be liable to refund any amount paid by the Allottee(s) under this Agreement, and the Allottee(s) shall have no claim, whatsoever, against the Developer Promoter in respect of such confiscated property.</p>
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27	<p>Without prejudice to the right of Developer to charge interest in terms of sub clause ____ above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer 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 Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD 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 Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.</p>	22 (22.1 to 22.5)	<p><b>22 Default By Allottee(s)</b></p> <p><b>22.1 In the event if:</b></p> <p>(i) the Allottee(s) commits three defaults in the payment of any installment with respect to the Total Consideration and all other amounts including but not limited to estimated Other Charges, due from the Allottee(s) as mentioned in this Agreement on due dates and/or;</p> <p>(ii) fails to comply with its obligations, terms conditions as set out in this Agreement, then without prejudice to the right of the Developer Promoter to charge interest in terms of Clause __, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Developer Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee(s) committing three defaults of payment of instalments and/or the Allottee(s) failing to comply with any of his/her/their/its obligations, terms conditions as set out in this Agreement the Developer Promoter shall at its own option may terminate this Agreement: Provided that, Developer Promoter shall give notice of fifteen days in writing to the Allottee(s), by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), of its 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(s) fails to rectify the breach or breaches mentioned by the Developer Promoter within the period of notice then at the end of such notice period, the Developer Promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Developer Promoter shall refund to the Allottee(s) (subject to adjustment and recovery of any agreed liquidated damages, such as Non-Refundable Amounts (defined hereinafter) or any other amount which may be payable to Developer Promoter) within a period of ____ days of the termination, the instalments of total consideration of the Unit which may till</p>
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<p>Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) 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 Developer.</p>		<p>then have been paid by the Allottee(s) to the Developer Promoter.</p> <p>22.2 Non- Refundable Amounts shall mean and include: (a) Earnest Money and (b) Interest accrued on any overdue payments till the date of cancellation of this Agreement and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer Promoter's policy and (e) all taxes (including without limitation , GST etc.) paid by the Developer Promoter to the Government Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee(s) has opted for subvention plan) which the Developer Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Developer Promoter to the bank and (i) stamp duty and registration charges on the this Agreement if paid by the Developer Promoter under any scheme; and (j) No-cost EMI charges, if any paid by the Developer Promoter under any scheme or paid to Allottee(s) as a reimbursement of EMI paid to bank (k) referral benefits (l) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) (collectively referred to as the "Non-Refundable Amounts").</p> <p>22.3 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee(s) executing and registering the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer Promoter, failing which the Developer Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee(s) and they hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer Promoter's right to forfeit and refund the balance to the Allottee(s) and the Developer Promoter's right to sell/transfer the Unit including but not limited to Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon</p>
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			<p>such cancellation / termination. Further, upon such cancellation, the Allottee(s) shall not have any right, title and/or interest in the Unit and/or Parking Space(s) and/or the Project and/or the Free Sale Land and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Developer Promoter in any manner whatsoever. The Allottee(s) acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.</p> <p>22.4 The Allottee(s) further agrees and undertakes that on occurrence of such event of termination they shall return all documents (in original) with regards to this transaction to the Developer Promoter, comply with all other requirements of the Developer Promoter as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed.</p> <p>22.5 Upon such termination, the Allottee(s) agree(s) and acknowledge(s) that the Allottee(s) shall not have any right, title and/or interest in the Unit and/or Parking Space(s) and/or the Project and/or the Free Sale Land and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Developer Promoter in any manner whatsoever. Further, upon such termination, the Developer Promoter shall be entitled to deal with the aforementioned Unit at its sole discretion. Notwithstanding, the above, in the event the Allottee/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 Promoter, this Agreement shall <i>ipso facto</i> stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.</p>
28.	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	23 (23.1 to 23.11)	<p><b>23. Common Organisation Structure</b></p> <p>23.1 The Allottee(s) shall join in forming and registering the society or Common Organisation under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a limited company or condominium or combination of them in respect of each component/ segment/ Residential Component comprised in the Project ("Common</p>



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<p>such name as the Developer 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 Allottee, so as to enable the Developer 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.</p>		<p>Organization(s)”), within a period of 3 (three) months of the majority (i.e. within three months of booking of 51% units in the Phase) of the allottees/ purchasers having booked their Unit, and/or on receipt of occupation certificate of the Phase whichever is earlier, by such name as the Developer Promoter may decide and for this purpose, from time to time, duly fill in, sign and execute and return to the Developer Promoter within seven days of its receipt, the application, documents, other paper including the bye-laws of the proposed Common Organization(s) with respect to the formation and registration and/or becoming a member/ of the Common Organization(s). No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Common Organisation, 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.</p> <p>23.2 The Developer Promoter shall, at its discretion, be entitled to amalgamate Common Organizations formed for Towers, so as to form one single association/ organization/apex body. (“Apex Body”) for the entire Project , for the purposes of effective maintenance and management of the entire Project including for Common Areas and common amenities/facilities of the Free Sale Land (as the case may be) at such time and in such a manner as the Developer Promoter may deem fit, and the Apex Body to be known by such name as the Developer Promoter may decide, within such period as may be prescribed under the Relevant Laws.</p> <p>23.3 with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, the Developer Promoter may at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in Clause ____ below), the maintenance and management of the Project, without any reference to the Allottee(s) and other occupants of the Project/Phase, even after formation of the Common Organisation/Apex Body on such terms and conditions as the Developer Promoter may deem fit and the</p>
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			<p>Allottee(s) hereby gives their unequivocal consent for the same. For this purposes the Developer Promoter may, in its discretion provide suitable provisions in the constitutional documents of the Common Organisation/Apex Body.</p> <p>23.4 Make provisions for payment of outgoings/CAM to the Common Organisation &amp; the Apex Body for the purposes of maintenance of component/ segment comprised in Project in which the Unit is located and the entire Project.</p> <p>23.5 Except Parking Space(s) allotted by the Developer Promoter in accordance to this Agreement, the Allottee(s) agree(s) and confirm(s) that all open parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee(s) hereby declares and confirms that except for the Parking Space(s) allotted by the Developer Promoter, the Allottee(s) does not require any parking space/s including open parking space(s) and accordingly they waive his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee(s) further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer Promoter / Common Organisation / Apex Body, at any time and shall not challenge the same anytime in future. The Allottee(s) agree(s) and acknowledge(s) that Developer Promoter/the Common Organisation/Apex Body shall deal with the parking space(s) in the manner Common Organisation / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the Common Organisation / Apex Body / the Relevant Laws.</p> <p>23.6 The Allottee(s) hereby acknowledge(s) and agree(s) that the Phase is a part of a layout development and as such the Owner Promoter and/or the Developer Promoter (as the case may be) would be conveying only the built-up area of the Phase (except the basement and podium) to the Common Organisation/ society formed of the individual component/ segment comprised in and shall cause to grant lease of the underlying Phase Land to be granted to the society/Apex Body / Apex Bodies formed of the Common</p>
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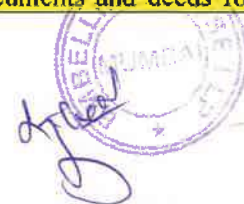
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			<p>Organisation/ society by SRA/ MCGM as per rules and policy framework of SRA/MCGM, with the timelines stipulated under the Relevant Laws. The Allottee(s) hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. As per the Guidelines for Implementation of Slum Rehabilitation Schemes in Greater Mumbai, issued by Housing and Special Assistant Department, Mantralaya on 24 December 1997, the SRA was required to issue guidelines and notify the formats and manner in which lease agreements shall be executed between the landowner and the co-operative societies of slum dwellers and/ or co-operative societies of free sale buyers. The Allottee(s) are aware that the said guidelines, procedures, rules etc. are yet to be notified by the SRA. Therefore, the Allottee(s) agree and understand that: (a) the title devolution as contemplated in this Agreement shall be completed by the Owner Promoters only after such guidelines, procedures, rules etc. are notified by SRA; and (b) Allottee(s)/ Association/ Common Organisation (as the case may be) shall extend all possible assistance to the Owner Promoter with respect to the same. The Allottee(s) hereby agree(s) and confirm(s) that till conveyance of the Tower(s) and demise/lease of underlying Phase Land to the Apex Body/ Apex Bodies (as the case may be), the Allottee(s) shall continue to pay all the outgoings as imposed by the concerned Authorities and proportionate charges to the Developer Promoter from time to time.</p>
		23.7	<p>The Allottee(s) hereby acknowledge(s) and agree(s) that the Free Sale Land is a part of a Larger Land and as such the Owner Promoter and/or the Developer Promoter (as the case may be) would be conveying only the built-up area of the Project (except the basement and podium) to the Common Organisation/ society formed of the individual component/ segment comprised in and cause to grant lease of the underlying Free Sale Land to the Common Organization/Apex Body formed by the Developer Promoter, which shall be in accordance with the timelines stipulated under the Relevant Laws. The Allottee(s) hereby agree(s) that he/she/it has understood the provisions of the preceding clause and this Clause and hereby gives his/her/its unequivocal consent for the same.</p>



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			<p>The Allottee(s) hereby agree(s) and confirm(s) that till lease/conveyance of the Phase and Project to the Common Organisation / Apex Body (as the case may be), the Allottee(s) shall continue to pay all the outgoings as imposed by MCGM/SRA and / or concerned authorities and proportionate charges to the Developer Promoter from time to time.</p> <p>23.8 The Developer Promoter shall, within three months of obtaining the Occupancy Certificate of the last tower of the Project, coordinate with SRA to cause lease of the Free Sale Land in favour of the Apex Body / Association or Limited Company for a period as determined by the concerned authority from time to time and in accordance with the applicable procedure prescribed by concerned authority, and/or cause to convey or lease to the Apex Body/ Association or Limited Company including all its right, title, and interest in the Phase and/or Future Towers in which the Unit/s is/are situated.</p> <p>23.9 The Allottee(s) hereby agree(s) and confirm(s) that till conveyance/lease of the Phase and Future Towers and Free Sale Land to the Apex body, the Allottee(s) shall continue to pay all the outgoings as imposed by the concerned authorities and proportionate charges to the Developer Promoter from time to time.</p> <p>23.10 The Allottee(s) agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of Common Organisation / Apex Body drafted/adopted by the Developer Promoter for the Common Organisation/Apex Body, necessary for the formation and registration of the Common Organisation / Apex Body within 10 (ten) days from intimation by the Developer Promoter. The Allottee(s) agree(s) not to object to any changes/amendments made by the Developer Promoter in the draft/model bye-laws/memorandum and articles of Common Organisation / Apex Body. The Allottee(s) shall also be bound from time to time, to sign all papers, documents and deeds for</p>
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			<p>safeguarding the interest of the Developer Promoter and the other Allottee(s) of Unit(s)/premises/units in component/ segment comprised in Project. The Allottee(s) shall be bound by the rules, regulations and bye-laws/memorandum and articles of Common Organisation / Apex Body and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee(s), if any changes or modifications are made in the draft bye-law of the Common Organisation / Apex Body by the Developer Promoter as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Allottee(s) hereby authorize(s) the Developer Promoter to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.</p> <p>23.11 The Developer Promoter and/or Owner Promoter may become a member of the Common Organisation / Apex Body to the extent of all unsold and/or un-allotted apartment(s)/Unit(s)/premises/units, areas and spaces in the component/ segment comprised in Project.</p>
29.		<b>24 (24.1 to 24.3)</b>	<p><b>24. Facility Management Company</b></p> <p>24.1 By executing this Agreement, the Allottee(s) agree/s and consent/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 or any other agency, firm, corporate body, organization or any other person nominated by the Developer Promoter ("Facility Management Company") to manage, upkeep and maintain the Project, Building together with other buildings and the Free Sale Land / Phase Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer Promoter may require to install, operate and to maintain common areas, common amenities and common facilities. The Allottee(s) and/or society and/or Common Organisation and/or apex body hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer Promoter / Facility Management Company. The Facility Management Company shall also be</p>



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			<p>entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Allottee(s)/s 's proportionate share of the outgoings as provided under Clause ____ herein). The Developer Promoter hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Allottee(s) / Common Organisation / Apex Body / Apex Bodies. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Common Organisation/ society / Apex Body / Apex Bodies. The Allottee(s) hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer Promoter has or may have to enter into with the Facility Management Company ("FM Agreement"). It is hereby clarified that the Allottee(s) agrees and authorizes the Developer Promoter to appoint the Facility Management Company for the Project and post formation of the society/ Common Organisation / apex body/, as the case may be, the Developer Promoter will novate the FM Agreement in favor of the society / Common Organisation / apex body/, as the case may be. Post expiry of the tenure of the FM Agreement, the society / Common Organisation / apex body/, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the Allottee(s) of the units in the Project is obtained for deciding 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 Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) / Common Organisation / Apex Body / Apex Bodies, for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course</p>
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			<p>of such maintenance, upkeep, management and control of the Project, building(s) and/or common areas, amenities and facilities thereto.</p> <p>24.2 The Allottee(s) agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer Promoter/Facility Management Company.</p> <p>24.3 The Allottee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Developer Promoter/ Facility Management Company, for the purposes of framing rules for management of the Project, common amenities and common facilities and use of the Unit / car parking areas by the Allottee(s) for ensuring safety and safeguarding the interest of the Allottee(s) of apartment(s)/flat(s)/premises/units in the Project and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer Promoter/Facility Management Company and/or other Allottee(s) of apartment(s)/flat(s)/premises/units of the Project.</p>
30.		<b>25 (25.1 to 25.2)</b>	<p><b>25. Fit out Manual</b></p> <p>25.1 The Allottee(s) agree(s) and undertake(s) that on receipt of possession, the Allottee(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer Promoter/Common Organisation / Apex Body / Apex Bodies (“Fit-Out Manual”) and without causing any disturbance, to the other Allottee(s) of apartment(s)/flat(s)/premises/units in the Project. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit or the Building, the Developer Promoter shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or tower to its original condition within 30 (thirty) days from the date of intimation by the Developer Promoter in that behalf. If the Allottee(s) does not rectify the breach within such period of 30 (thirty) days, the Developer Promoter may carry out necessary rectification/restoration to the Unit or the building/towers (on behalf of the Allottee(s)).</p>



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			<p>and all such costs/charges and expenses incurred by the Developer Promoter shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Developer Promoter any such costs/charges and expenses within 7 (seven) days of demand by the Developer Promoter, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer Promoter or which the Developer Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Developer Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit or the Building(s)/Wing(s).</p> <p>25.2 Upon the possession of the Unit being delivered to the Allottee(s), they shall be deemed to have granted a license to the Developer Promoter, its engineers, workmen, labourers or architects to enter upon the Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the tower/building or if necessary any part of the Unit provided the Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee(s) or his agents and the Allottee(s) shall reimburse and/or pay to the Developer Promoter or any other person the loss or damage suffered by them on account of the act of the Allottee(s) or his agents as may be demanded by the Developer Promoter. The Developer Promoter shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid. If the Unit is closed and in the opinion of the Developer Promoter any rectification or restoration is necessary in the interest of the Tower/Building and/or Allottee(s) therein, their consent(s) to the Developer Promoter to break open the lock on the main door/entrance of the Unit and</p>
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			the Developer Promoter shall not be liable for any loss, theft or inconvenience caused to the Allottee(s) on account of such entry into the Unit.
31.		27 (27.1 and 27.2)	<p><b>27. It is clearly understood and agreed by the Parties that –</b></p> <p><b>27.1</b> The Developer Promoter 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 Free Sale Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users of flat(s)/premises/units in the Project being constructed on the Free Sale Land (present and future) at all times and the right of access to the Free Sale Land 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 Free Sale 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 Free Sale Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Free Sale Land appurtenant to each and every tower/building to be constructed on the Free Sale Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of flat(s)/premises/units in tower/building constructed on the Free Sale Land till such time the Free Sale Land is handed over to the Common Organisation/society/condominium/limited company/Apex Body.</p> <p><b>27.2</b> Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Unit to be executed in respect of the sale/transfer of flat(s)/premises/units in the buildings to be constructed on the Free Sale Land. The Allottee(s) hereby expressly consents to the same.</p>



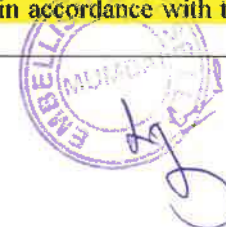
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32.		28 (28.1 and 28.2)	<p><b>28. Brand Name &amp; Project Name</b></p> <p><b>28.1</b> It is agreed by the Allottee(s) that the name of the Project _____, the name of the Phase _____ or of the individual (<i>Towers</i>) may be changed at the sole discretion of the Developer Promoter in accordance to the Relevant Laws.</p> <p><b>28.2</b> It is further agreed by the Allottee(s) that the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“Developer Brand Name”) shall at all times be subject to the sole control of Godrej Properties Limited (“GPL”). brand name “Satellite” and “Dynamix” (in their registered logo form) or a combination of words with prefix as “Satellite” and/ or “Dynamix” (“Owner Brand Name”) shall at all times be subject to the sole control of Satellite Developers Private Limited and Dynamix Group (“SDPL and Dynamix Group”). It is agreed and accepted by the Allottee(s) that the Developer Brand Name and the Owner 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 and/ or SDPL and Dynamix Group (as the case may be) has themselves informed in writing about any change in the logo/brand name. The Developer Brand Name and the Owner Brand Name will be associated with the Project including Free Sale Land and the Building. However, it shall be the sole discretion of GPL and SDPL and Dynamix Group to associate their names / Developer Brand Name and the Owner Brand Name with the Common Organisation / Apex Body / Apex Bodies (which would be formed gradually), on such terms and conditions as may deem fit by GPL and SDPL and Dynamix Group. It is further agreed that such association shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Developer Brand Name and the Owner Brand Name and all intellectual property rights in and arising out of or connected with the Developer Brand Name and the Owner Brand Name and ownership of the Developer Brand Name and the Owner Brand Name shall at all times vest in and be held exclusively by the GPL and SDPL and Dynamix Group respectively. The Allottee(s) further agree/s to not use the Developer Brand Name and the</p>
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			Owner Brand Name and / or any intellectual property in the Developer Brand Name and the Owner Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL and SDPL and Dynamix Group respectively. The Allottee(s) and the Common Organisation / Apex Body / Apex Bodies of the Unit Allottee(s) shall not be entitled to change the name of the Project / Tower/s without written consent of GPL.
33.		29	<b>29. Representations by Third Parties</b> The Allottee(s) acknowledge(s), agree(s) and undertake(s) that they shall neither hold the Developer Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to them nor make any claims/demands on the Developer Promoter or any of its sister concerns/ affiliates with respect thereto.
34.		30	<b>30. Transfer</b> Only after handover of possession of the Unit and subject to the Allottee(s) having discharged the entire Total Consideration as well as other charges", the Allottee(s) may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity after obtaining prior written consent of the Developer Promoter and Owner Promoter. Any such transfer by the Allottee(s) shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee(s) submitting documentary proof as may be required by the Developer Promoter, payment of the monies due and payable by the Allottee(s) under this Agreement and payment of applicable transfer / administrative fee of Rs. _____/- (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Unit to the Developer Promoter. Further, the Developer Promoter reserves the right to allow such transfer to at its discretion in accordance with the terms of the Development Agreement.



35.		31	<p><b>Obligations, Covenants, Representations of Allottee(s)</b></p> <p>(vii) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the building/Wing in the jurisdiction of MSRDC.</p> <p>(x) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee(s) of flat(s)/premises/Retail units in the tower/building or other occupants or users of the building, or visitors to the building, and also occupiers of any adjacent, contiguous or adjoining properties;</p> <p>(xii) 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/Retail Unit/s in the building, without the prior written permission of the Developer/Common Organisation/concerned Government Authorities;</p> <p>(xiii) After possession of the Flat/Retail Unit is handed over the Allottee(s), they may insure the Flat/Retail 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.</p> <p>(xiv) The Allottee(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.</p> <p>(xviii) <b>Usage of Flat Areas &amp; Parking Spaces by Allottee(s)/s :</b>          The Allottee(s) agree(s) to use the Flat or any part thereof or permit the same to be used only for the purpose of residence only. The Allottee(s) further agree(s) to use the parking space only for the purpose of keeping or parking car shall observe,</p>
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			<p>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 Common Organisation(s) / Apex Body/ Apex Bodies.</p> <p>(xix) The Allottee(s) hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Unit / mock 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 specifications and/or services or cannot be construed as the same. The Allottee(s) has/have not relied on the same for his/her/their/its decision to acquire the Unit in the Free Sale Land and also acknowledges that the Allottee(s) has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.</p> <p>(xx) The Allottee(s) undertakes that they has/have taken the decision to purchase the Unit in the Project 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 Allottee(s) by the Developer Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement. The Allottee(s) has fully understood and if deemed expedient by him obtained appropriate legal advice to fully understand and comprehend the features of the Phase and the contents of this Agreement.</p> <p>(xxi) The Allottee(s) understand that Indian Green Building Council (IGBC) has certified the Project under the ' _____ ' category vide Registration Number _____ dated _____ in accordance with the IGBC Net Zero Energy Rating System. The Allottee(s)</p>
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			<p>agree that they shall provide full co-operation and necessary support to the society/limited company/Apex Body/Common Organisation to adhere to the terms and conditions promulgated by the IGBC or provided by the Developer Promoter in order to maintain the said certification and will not undertake any activity/ action that results in the cancellation/ breach of the said certification.</p> <p>(xxii) Save and except the information / disclosure contained herein the Allottee(s) confirm/s and undertake/s not to make any claim -against Developer Promoter or seek cancellation of the Unit or refund of the monies paid by the them 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.</p> <p>(xxiii) The Allottee(s) agrees and undertakes that the Developer Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or Parking Space(s) by concerned authorities due to non-payment by the Allottee(s) or any other Unit Allottee(s)/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.</p> <p>(xxiv) 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 ____, ____, ____ and ____ of this Agreement or as and when demanded by the Developer Promoter.</p> <p>(xxv) The Allottee/s / Common Organisation / Apex Body / Apex bodies (as the case may be) shall maintain the documents/plans handed over by the</p>
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			<p>Developer Promoter to the Allottee/s, Common Organisation / Apex Body / Apex bodies (as the case may be) and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O through authorized agencies of MCGM/ SRA. The Allottee/s / Common Organisation / Apex Body / Apex bodies (as the case may be) shall carry out necessary repair/structural audit/fire at regular intervals. The following documents shall be handed over to the Common Organisation/ Apex Body within prescribed timelines under applicable law, after the receipt of occupation certificate from MCGM (i) ownership documents (if any available); (ii) Structural Stability Certificate from Licensed Structural Engineer; (iii) Supervision certificate issued by the Licensed Site Supervisor; (iv) building Completion Certificate issued by Licensed Surveyor/ Architect; (v) NOC and completion certificate issued by the C.F.O.; and (vi) Fire safety audit carried out as per the requirement of C.F.O.</p> <p>(xxvi) The Allottee(s) hereby acknowledges and agrees that the Project will be constructed with deficient open space as per applicable norms. The Allottee(s) confirms that they have been made fully aware that the Developer Promoter has been granted permission to construct the Project with open space deficiency and the Allottee(s) have independently verified the same to their satisfaction.</p> <p>(xxvii) The Allottee(s) further agrees and undertakes that they shall not make or initiate any claim, objections, damages, risk, demand, action, or proceeding against the Chief Executive Officer (CEO) of the SRA, its staff, or representatives for or in connection with the grant of approval for construction of the Project with open space deficiency</p>
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<p>36.</p>	<p><b>Mortgage &amp; Security</b></p> <p>After the Developer 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].</p> <p><b>Binding Effect:</b></p> <p>Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Allottee(s) fails to execute and deliver</p>	<p>32 (32.1 to 32.6), 33 to 47 &amp; 51</p>	<p><b>32 Rights of the Promoters</b></p> <p><b>32.1 Hoarding rights</b></p> <p>The Allottee(s) hereby consents that the Promoters may and shall always continue to have the right to place/erect hoarding/s on the Free Sale Land, of such nature and in such form as the Promoters may deem fit and the Developer Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the Common Organisation / Apex Body / Apex Bodies and the Allottee(s) agree/s not to dispute or object to the same. The Promoters shall not be liable to pay any fees / charges to the Common Organisation / 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 Promoters and/or by the transferee (if any).</p> <p><b>32.2 Retention</b></p> <p>Subject to, and to the extent permissible under the Relevant Laws, the Developer Promoter and /or Owner Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flats in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flats.</p> <p><b>32.3 Unsold Unit</b></p> <p>(i) All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Project shall always belong to and remain the property of the Developer Promoter and/ or Owner Promoter (as the case may be) at all times and the Developer Promoter and/ or Owner Promoter (as the case may be) shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Free Sale Land and the Project to enable it to complete any unfinished</p>
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<p>to the Developer 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 Developer, then the Developer 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.</p>		<p>construction work and to provide amenities and facilities as the Developer Promoter may deem necessary.</p> <p>(ii) The Developer Promoter and/ or Owner Promoter shall without any reference to the Allottee(s), Common Organisation / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Developer Promoter and/ or Owner Promoter shall be entitled to enter in separate agreements with the Allottee(s) of different flat(s)/premises/units in the Project on terms and conditions decided by the Developer Promoter and/ or Owner Promoter in its sole discretion and shall without any delay or demur enroll the new Allottee(s) as member/s of the Common Organisation / Apex Body / Apex Bodies. The Allottee(s) and / or the Common Organisation / 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 Promoter and/ or Owner Promoter 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 Common Organisation / Apex Body / Apex Bodies.</p> <p><b>32.4 Basement/Podiums</b>        The Allottee(s) hereby consents to the Developer Promoter dividing the basement into parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer Promoter. The Developer Promoter 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 Free Sale Land to the extent permissible under the Relevant Laws.</p> <p><b>32.5 Assignment</b></p>
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			<p>The Developer Promoter, subject to the terms of the Development Agreement, may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Developer Promoter shall be bound by the terms and conditions herein contained.</p> <p><b>32.6 Additional Construction</b></p> <p>The Allottee(s)/s hereby consents that the Developer Promoter, subject to the terms of the Development Agreement, shall be entitled to construct any additional area/structures in the Project as the Developer Promoter may deem fit and proper and the Developer Promoter shall, subject to the entitlement of the Owner Promoter, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee(s) and/or the Common Organisation / Apex Body / Apex Bodies, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottee(s) agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer Promoter, subject to the terms of the Development Agreement, until the complete optimization of the Project.</p> <p><b>33 Mortgage &amp; Security</b></p> <p>The Developer Promoter and/ or Owner Promoter if it so desires shall be entitled to create security on the its rights and entitlement with respect to the Project by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Unit allotted hereunder. The Developer Promoter and/ or Owner Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, save and except the Unit, provided the Developer Promoter and/ or Owner Promoter shall be the principal debtor and it shall be the sole responsibility of the Developer Promoter and/ or Owner Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Free Sale Land (or any part thereof) and</p>
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			<p>building/s constructed thereon in favour of the Common Organisation / Apex Body / Apex Bodies in accordance with Clause ____ above.</p> <p><b>34 Right of Allottee(s) to the Unit and Common Areas</b>          Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or the Phase Land or of the said Free Sale Land and Tower/building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the tower/building is transferred to the society/limited company or other body and until the Free Sale Land is transferred to the Apex Body /Common Organisation as hereinbefore mentioned.</p> <p><b>35 Binding effect</b>          Executing this Agreement with the Allottee(s) by the Developer Promoter does not create a binding obligation on the part of the Developer Promoter until the Allottee(s) appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer Promoter. Forwarding this Agreement to the Allottee by the Developer Promoter does not create a binding obligation on the part of the Developer 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 Developer Promoter. If the Allottee(s) fails to execute and deliver to the Developer Promoter this Agreement within 30 (thirty) days from the date of its receipt by them and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer Promoter, then the Developer 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</p>
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		<p>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.</p> <p><b>36 Entire Agreement</b></p> <p>This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(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 Promoter and/or its agents to the Allottee(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 Allottee(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.</p> <p><b>37 Provisions of this Agreement applicable to the Allottee(s) / subsequent Allottee(s)</b></p> <p>It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.</p> <p><b>38 Severability</b></p>
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			<p>Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.</p>
			<p><b>39 Right to Amend</b></p> <p>This Agreement may only be amended through written consent of the Parties.</p>
			<p><b>40 Waiver</b></p> <p>Any delay tolerated or indulgence shown by the Developer Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee(s) by the Developer Promoter, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer Promoter of any breach, violation, non-performance or non-compliance by the Allottee(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 Promoter.</p>
			<p><b>41 Method of calculation of proportionate share wherever referred to in the Agreement</b></p>



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			<p>Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment towards the usage of Common Amenities and Facilities of the Project, the same shall be in proportion to the Carpet Area of the all the Unit/s in the Project.</p> <p><b>42 Further assurances</b>          Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.</p> <p><b>43 Place of execution</b>          The execution of this Agreement shall be complete only upon its execution by the Allottee(s) and the Developer Promoter through its authorized signatory of the Developer Promoter at the Developer Promoter's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Mumbai.</p> <p><b>44 Present for registration</b>          The Allottee(s) and/or Developer Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act and the Developer Promoter will attend such office and admit execution thereof.</p> <p><b>45 Notices</b>          Any notice, demand or other communication including but not limited to the Allottee(s)/s 's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or</p>
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			<p>through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.</p> <p><b>To the Allottee(s)/s :</b></p> <p>Name : <u>Mr/Ms</u> .</p> <p>Address : _____</p> <p>Notified E-mail ID : _____</p> <p><b>To the Developer:</b></p> <p>Name : <b>Godrej Properties Limited</b></p> <p>Address : <b>Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079</b></p> <p>Notified E-mail ID : <b>notice.mmr@godrejproperties.com</b></p> <ul style="list-style-type: none"> <li>• In case of more than one Allottee(s), default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Allottee(s) onto the above mentioned address or any address later notified by the first mentioned Allottee(s) and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee(s) and the same shall fully and effectively discharge the Developer of its obligation in this regard. In case of change of address of the Allottee(s), the same shall be informed to the Developer well in advance by them.</li> <li>• In the case of joint Allottee(s) for the Flat/Retail Unit, unless a duly executed instruction by all such joint Allottee(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Allottee(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottee(s).</li> </ul>
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 LLPIN: AAO-2164

		<ul style="list-style-type: none"> <li>The Allottee(s) is aware that the Developer shall be using email as an important mode/purpose of communication, (and same shall be used for sending the demand letters for the payments) in connection with/in relation to the Project. The Allottee(s) hereby accords his unconditional consent/ no objection to such communication (written, email, SMS or otherwise) by the Developer and/or its representatives with the Allottee(s) and undertakes to access such email address regularly. The Allottee(s) confirms that the communication sent by the Developer through email shall constitute a valid mode of communication and the Allottee(s) waives his right to raise any objection whatsoever in that regard. The Allottee(s) further confirms and acknowledges that the communication sent by the Developer through email/electronically generated would not require and shall not bear any signature thereon.</li> </ul> <p><b>46 Satisfied with the Owner Promoter's and Developer Promoter's title</b>          The Allottee(s) hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Phase Land/ Free Sale Land / Larger Land and has expressly understood the contents, terms and conditions of the same, and has also obtained, if deemed expedient, appropriate legal advice, and the Developer Promoter and Owner Promoter have entered into this Agreement with the Allottee(s) relying solely on the Allottee(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer Promoter and/ Owner Promoter and their respective 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</p>
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			<p>or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee(s).</p> <p><b>47</b> It is clarified and agreed by and between the Parties that the liability of the Owner Promoter and the Developer Promoter under this Agreement shall be as per the terms of the Development Agreement. The responsibility of the Owner Promoter is limited to maintaining the title to the Project and apply to the SRA for the lease of the Free Sale Land in favour of the Common Organisation.</p> <p><b>51 Governing Law</b>          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 Mumbai courts will have the jurisdiction for this Agreement. Further, all the terms &amp; 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</p>
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			be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.
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Thanking you,

**For Embellish Houses LLP**

A circular purple stamp with the text "EMBELLISH HOUSES LLP" around the perimeter and "MUMBAI" in the center. A handwritten signature in blue ink is written over the stamp.

**(Authorized Signatory)**