

**GODREJ RESERVE**  
KANDIVALI

**AGREEMENT FOR SALE**

WING 5

516/12522

पावती

Original/Duplicate

Friday, August 02, 2024  
11:43 AM

नोंदणी क्र.: 39M  
Regn.: 39M


पावती क्र.: 13088 दिनांक: 02/08/2024

गावाचे नाव: आतुली  
दस्तावेजाचा अनुक्रमांक: वरळ8-12522-2024  
दस्तावेजाचा प्रकार: करारनामा  
मादर करणाऱ्याचे नाव: पुनम जमराज पुरोहित

नोंदणी फी ₹. 30000.00  
दस्त हाताळणी फी ₹. 2200.00  
पृष्ठांची संख्या: 110

एकूण: ₹. 32200.00

आपणाम मूळ दस्त, अंबनेल प्रिंट, मुन्नी-२ अंदाजे  
12:03 PM ह्या वेळेस मिळेल.

  
स दु नि का बोरीवली 8

वाजार मूल्य: ₹. 17567416.78 /-

मोबदला ₹. 23450317/-

भरलेले मुद्रांक शुल्क: ₹. 1407100/-

सह. दुय्यम निबंधक, बोरीवली - ८,  
मुंबई उपनगर जिल्हा.

- 1) देयकाना प्रकार: DHC रकम: ₹. 200/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0824023501039 दिनांक: 02/08/2024  
बँकेचे नाव व पत्ता:
- 2) देयकाना प्रकार: DHC रकम: ₹. 2000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0824029600988 दिनांक: 02/08/2024  
बँकेचे नाव व पत्ता:
- 3) देयकाना प्रकार: eChallan रकम: ₹. 30000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005828849202425M दिनांक: 02/08/2024  
बँकेचे नाव व पत्ता:

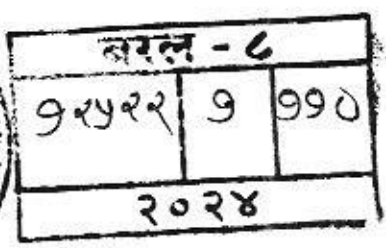
Poonam

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON.....

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	20240802003			07 August 2024 10:19:13 AM	
मूल्यांकन वर्ष	2024				
जिल्हा	मुंबई (उपनगर)				
मूल्या विभाग	77-आकुली ( बोरीवली )				
उप मूल्या विभाग	पुभाग उत्तरेस गावाची सीमा पूर्वेस द्रुतगती महामार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे				
सर्व्हे नंबर व शू क्रमांक	शि टी एस नंबर#124				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी रादनिका	कार्यालय	दुकाने	औद्योगिक	मोजमानाचे एकक
74610	167090	192150	208800	167090	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम श्रेणी (Built Up)	81 चौचौरस मीटर	मिळकतीचा वापर -	निवासी रादनिका	मिळकतीचा प्रकार -	बांधीव
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वसा -	अ 102 249	बांधकामाचा दर -	Rs. 30250/-
उदघाहन सुविधा -	आहे	मजला -	21st floor To 20th floor	कार्याट क्षेत्र -	76 चौचौरस मीटर
प्रकल्पाचे क्षेत्र -	Above 2 hector	रस्ता सन्मुख -			
Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
<b>(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर</b>		( मिळकतीचा प्रति चौ मीटर मूलादर ) * 105 % )			
प्रकल्पाचे क्षेत्रानुसार		निवासी रादनिका करीता प्रती चौ मीटर दर = Rs.175444.5/-			
मजला नियम घट वाढ		= 41.5% apply to rate = Rs.201761/-			
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर		= ( ( वार्षिक मूल्यदर * खुल्या जमिनीचा दर ) + घसा-यानुसार टक्केवारी ) * खुल्या जमिनीचा दर ) ( ( 201761-74610 ) * ( 100 + 100 ) + 74610 ) = Rs. 701761/-			
A) मुख्य मिळकतीचे मूल्य		वरील प्रमाण मूल्य दर * मिळकतीचे क्षेत्र = 201761 * 84.04 = Rs.16955994.44/-			
E) बंदिरा वाहन तळाचे क्षेत्र बंदिरा वाहन तळाचे मूल्य		13.94 चौचौरस मीटर = 13.94 * ( 175444.5 * 25/100 ) = Rs.611422.34/-			
Applicable Rules		S. 3,10,4,16			
<b>एकत्रित अंतिम मूल्य</b>		= मुख्य मिळकतीचे मूल्य + प्रकल्पाचे मूल्य + मॅगॅजिन मजला क्षेत्र मूल्य + लवासा मूलीचे मूल्य + वरील मूलीचे मूल्य + बंदिरा वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भाकतीच्या खुल्या जगाचे मूल्य + बंदिरा वाहन तळाचे मूल्य + मॅगॅजिन वाहन तळाचे मूल्य = A + B + C + D + E + F + G + H + I + J = 16955994.44 + 0 + 0 + 0 + 611422.34 + 0 + 0 + 0 + 0 + 0 = Rs.17567416.78/-			

*Mika*

सह. दुय्यम निबंधक, बोरीवली - ८  
मुंबई उपनगर जिल्हा

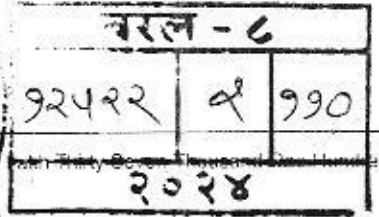


CHALLAN  
MTR Form Number-6



GRN	MH005828849202425M	BARCODE		Date	26/07/2024-17:44:05	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)		PAN No.(If Applicable)	APFPP4832B		
Office Name	BRL 8 JT SUB REGISTRAR BORIVALI 8	Full Name	Poonam Jasraj Purohit And Jasraj Sukhdev Purohit				
Location	MUMBAI	Flat/Block No.	Flat No.2603, 26TH Floor, Wing B, Godrej Reserve				
Year	2024-2025 One Time	Premises/Building	Reserve				

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	Remarks (If Any)
0030045501 Stamp Duty	1407100.00	Akurli, Kandivall East,	Mumbai		4 0 0 1 0 1	
0030063301 Registration Fee	30000.00					PAN2-AAACG3995M-SecondPartyName-GODREJ PROPERTIES
<b>Total</b>		14,37,100.00				



Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	03006172024072601122	29072	MM1538453
Cheque/DD No.	Bank Date	RBI Date	29/07/2024-17:53:09	30/07/2024	
Name of Bank	Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch	Scroll No. , Date		1 , 30/07/2024		

Department ID:   
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.   
 Mobile No.: 9821422860

46950  
361681

Signature Not Verified

Digitally signed by DS  
 DIRECTORATE OF ACCOUNTS  
 AND TREASURY, MUMBAI 02  
 Date: 2024.08.02 11:48:10 IST  
 Reason: GRAS Secure Document  
 Location: India

293443

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-616-12522	0003372313202425	02/08/2024-11:43:54	IGR557	30000.00

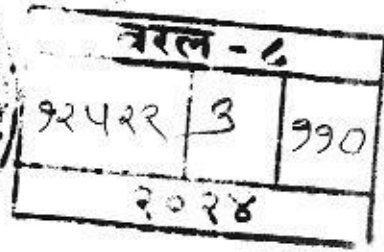
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Jasraj S. Purohit

77.61

GRN : MH005828849202425M Amount : 14,37,100.00 Bank : PUNJAB NATIONAL BANK Date : 26/07/2024-17:44:05

2	(IS)-516-12622	0003372313202425	02/08/2024-11:43:54	IGH557	1407100.00
Total Defacement Amount					14,37,100.00



Signature Not Verified

Digitally signed by DS  
DIRECTORATE OF ACCOUNTS  
AND TREASURY, MUMBAI 02  
Date: 2024.08.02 11:48:10 IST  
Reason: GRAS Secure Document  
Location: India



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN	0824029600988	Receipt Date	02/08/2024
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Received from dhc, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 12522 dated 02/08/2024 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.



### Payment Details

Bank Name	SBIN	Payment Date	02/08/2024
Bank CIN	10004152024080200916	REF No.	458159063347
Deface No	0824029600988D	Deface Date	02/08/2024

This is computer generated receipt, hence no signature is required.

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Jasdeep's Journal



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२०२४		



**D H C**  
Document Handling Charges  
In support of General Registration & E-Registry

**Receipt of Document Handling Charges**

PRN 0824023501039

Receipt Date 02/08/2024

Received from dhc, Mobile number 0000000000, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 12522 dated 02/08/2024 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name SBIN

Payment Date 02/08/2024

Bank CIN 10004152024080200968

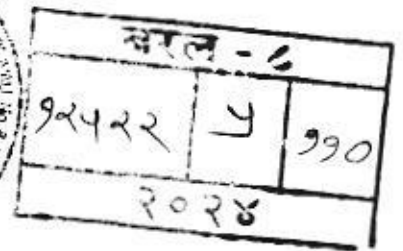
REF No. 458155065323

Deface No 0824023501039D

Deface Date 02/08/2024

This is computer generated receipt, hence no signature is required.

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Jagdeej S. Jyomk





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### AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is made at Mumbai this 2<sup>nd</sup> day of August in the year Two Thousand and Twenty Four.

Between

**GODREJ PROPERTIES LIMITED**, [PAN: AAACG3995M] [CIN: L74120MH1985PLC035308], a Company incorporated under the Companies Act, 1956 having its registered office at Godrej One, 5<sup>th</sup> floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the **ONE PART**;

And

**Ms. Poonam Jasraj Purohit** (PAN **APFPP4832B**), aged **37** years, an adult Indian Inhabitant, residing at **502, D Wing, Madhuvihar CHS Ltd., M. G. Road No. 4, Near Patel Nagar, Kandivali (West), Mumbai- 400067, Maharashtra, India**;

**Mr. Jasraj Sukhdev Purohit** (PAN **AAIPP7204K**), aged **64** years, an adult Indian Inhabitant, residing at **502, D Wing, Madhuvihar CHS Ltd., M. G. Road No. 4, Near Patel Nagar, Kandivali (West), Mumbai- 400067, Maharashtra, India**;

hereinafter collectively referred to as the "**Allotee(s)**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/ their respective successors, legal heirs, representatives, nominees, successors and permitted assigns), of the **SECOND PART**;

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OR

\_\_\_\_\_ (PAN \_\_\_\_\_) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at \_\_\_\_\_, hereinafter referred to as the "Allottee", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners from time to time and heirs, executors, administrators and legal representatives of the last surviving partner ) acting through its duly authorized partner Mr. \_\_\_\_\_, of the **SECOND PART**;

OR

\_\_\_\_\_ (PAN NO. \_\_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) acting through its duly authorized signatory \_\_\_\_\_ authorized vide resolution passed in the meeting of Board of Directors held on \_\_\_\_\_, of the **SECOND PART**,

OR

\_\_\_\_\_ **LLP (LLPIN: \_\_\_\_\_) (PAN: \_\_\_\_\_)**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, hereinafter referred to as "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns), through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Resolution dated \_\_\_\_\_, of the **SECOND PART**

The Developer and the Allottee(s) are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

**WHEREAS:**

- A. By and under of a Deed of Conveyance dated 01<sup>st</sup> December, 2022 registered with the office of the Sub- Registrar, Borivali No. 6, Suburban District Bandra under Serial No. BRL-6-24129-2022 entered into between the Developer and Bombay Gowrakshak Mandali, the Developer is the absolute owner seized and possessed of all that piece and parcel of land and parcel of land admeasuring 75,328.10 square meters or thereabouts equivalent to 18.61 acres or acres consisting of CTS Number 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7, situate lying and being at Village Akurli, Taluka Goregaon (as per Property Register Cards), Taluka Borivali (as per 7/12 extracts), Suburban District Mumbai 400101 ("**Larger Land**"). The Larger Land is more particularly described in the **First Schedule** hereunder written and delineated by red colour on the plan annexed with this Agreement as **Annexure A (Plan)**.
- B. As per the Relevant Laws, the Developer is mandatorily required to handover the following portions of the Larger Land to Municipal Corporation of Greater Mumbai ("**MCGM**") towards the corresponding reservations/setback, as shown and provided under the Layout Approval and Layout Approval Plan dated 11 January, 2024 approved by Brihanmumbai Municipal Corporation ("**BMC**") bearing file number File No P-14453/2023)/R/S Ward/AKURLI R/S/302/1/New ("**Layout Plan**"):

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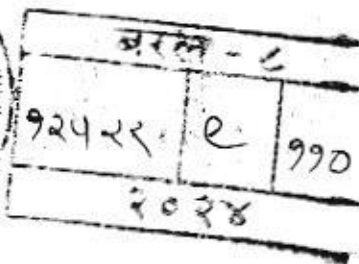


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- (i) an area admeasuring 7794.21 square meters identified as **Sub Plot- B** on the Layout Plan, for ROS 1.5- Garden/ Park, delineated in dark green colour on the plan annexed with this Agreement as **Annexure A;**
- (ii) an area admeasuring 4141.39 square meters identified as **Sub Plot- C** on the Layout Plan, for Cultural centre/ drama theatre/ theater + municipal school, delineated in magenta colour on the plan annexed with this Agreement as **Annexure A;**
- (iii) an area admeasuring 830.28 square meters identified as **Sub Plot- D** on the Layout Plan, for proposed building for municipal maternity home, delineated in blue colour on the plan annexed with this Agreement as **Annexure A;**
- (iv) an area admeasuring 1521.51 square meters identified as **Sub Plot- E** on the Layout Plan, for proposed building for multipurpose community center, delineated in dark blue colour on the plan annexed with this Agreement as **Annexure A;**
- (v) an area admeasuring 589.81 square meters identified as **Sub Plot- F** on the Layout Plan, for homeless shelter area, delineated in orange colour on the plan annexed with this Agreement as **Annexure A;**
- (vi) an area admeasuring 5541.60 square meters identified as **Sub Plot- G** on the Layout Plan, for ROS 1.5- Garden/ Park, delineated in light green colour on the plan annexed with this Agreement as **Annexure A;**
- (vii) an area admeasuring 530.76 square meters identified as **Sub Plot- I/1** on the Layout Plan, towards setback area, delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**
- (viii) an area admeasuring 574.27 square meters identified as **Sub Plot- I/2** on the Layout Plan, towards setback area (4), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**
- (ix) an area admeasuring 793.44 square meters identified as **Sub Plot- I/3** on the Layout Plan, towards setback area (3), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**
- (x) an area admeasuring 12.66 square meters identified as **Sub Plot- I/4** on the Layout Plan, towards setback area (2), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**
- (xi) an area admeasuring 1059.46 square meters identified as **Sub Plot- I/5** on the Layout Plan, towards setback area (4), delineated in cyan colour on the plan annexed with this Agreement as **Annexure A;**
- (xii) an area admeasuring 4950.01 square meters identified as **Sub Plot- J/1** on the Layout Plan, towards proposed DP Road 18.30 meter, delineated in brown colour on the plan annexed with this Agreement as **Annexure A;** and
- (xiii) an area admeasuring 981.28 square meters identified as **Sub Plot- J/2** on the Layout Plan, towards proposed DP Road 13.40 meter, delineated in brown colour on the plan annexed with this Agreement as **Annexure A.**

the portions of Larger Land detailed in Recital B (i) to (xiii) are hereinafter collectively referred to as "**Land Under Reservation**".

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- C. Although an area admeasuring 195.74 square meter out of the Larger Land, identified as **Sub Plot- H** on the Layout Plan and delineated in cyan colour on the plan annexed with this Agreement as **Annexure A**. It is clarified that the same is not in possession of the Developer and therefore, the Developer has not utilized but may utilize the Floor Space Index accruing from the said area in respect of the development undertaken by the Developer.
- D. An area admeasuring 1516.68 square meters identified as EWS Building on the Layout Plan, delineated in light blue colour on the plan annexed with this Agreement as Annexure A ("**EWS Land**").
- E. In furtherance thereto, the Developer has obtained the approval of the entire layout from BMC vide Intimation of Disapproval number P-17708/2023/(124 And Other)/R/S Ward/AKURLI-R/S/IOD/1/New dated 18<sup>th</sup> January, 2024 along with Intimation of Disapproval number P-17708/2023/(124 And Other)/R/S Ward/AKURLI-R/S/337/2/Amend dated 22.03.2024 ("**IOD**") for the development of the Larger Land. Accordingly, the Developer shall be undertaking the development of the Project' (*defined hereinafter*) on an area admeasuring 44,294.99 square meters of thereabout in aggregate out of the Larger Land ("**Layout Land**"), which has been delineated in purple colour on the plan annexed as **Annexure A**. The Layout Land in more particularly defined under the **Second Schedule**. It is clarified that the Layout Land excludes the Land Under Reservation and EWS Land. Copy of the IOD is annexed herewith as **Annexure K**.
- F. The Allottee(s) agree(s) and understand(s) that the approved Layout Plan and the IOD and conditions prescribed in relation to the same may be subjected to further revisions/ amendments/ modifications by MCGM and/or BMC, due to any change in Relevant Laws and/or revisions in approvals, from time to time. The Developer will accordingly be required to carry out the changes (if any) in the Layout Plan and the IOD, at its discretion and/or as per terms and conditions laid down by the relevant authorities from time to time as per Relevant Laws. It is also clarified that the Developer reserves the right in its absolute discretion to amend/alter/modify the Layout Plan (excluding the Phase) from time to time as it may deem fit and also to add and / or delete one or more floor/building/s having one or more wing from the Layout Plan (excluding the Phase) and /or also change the location of any of the buildings, amenities, and facilities in the Layout Plan (excluding the Phase) or change the nature of the building(s) proposed to be constructed on the Layout (excluding the Phase) or any modalities pertaining to the Land Under Reservation and the EWS Land, as per Relevant Laws.
- G. The Larger Land is presently accessible from 27.45 meter wide Akurli Road identified as **Sub Plot- J/1** on the Layout Plan..
- H. The Developer is in the process of developing a residential project under the name and style of "**Godrej Reserve**" comprising of residential units and commercial/retail area ("**Retail Area**") along with Common Areas and Facilities of the Layout as provided in **Annexure B-Part I (Common Areas and Facilities of the Layout)**, and such other developments as may be permitted on the Layout Land ("**Project**"). The Project will be developed in phase wise/ segment wise manner.
- I. The Developer is currently developing a portion of the Project admeasuring 1,522.84 square meters or thereabouts ("**Phase Land**") comprising of 1 (one) tower consisting of upper ground floor plus 1<sup>st</sup> (first) to 8<sup>th</sup> (eighth) floor podium plus 9<sup>th</sup> (ninth) to 51<sup>st</sup> (fifty first) upper] floors ("**Tower(s)**") and such other developments as may be permitted, under the name and style of "**Godrej Reserve Wing 5**" ("**Phase**"). The Phase Land is more particularly described in the **Third**

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**Schedule** hereunder and delineated in black colour on the plan marked as **Annexure A**.

- J. The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the Common Areas and Facilities of the Layout (as enlisted in **Annexure B-Part I**) are distributed across the Layout, including the Phase. These Common Areas and Facilities of the Layout shall at all times remain common and shall be shared by all the residents of the Layout Land including the Phase, but excluding the Retail Area. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Society/common organization of the Phase shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Layout by the other allottee(s)/member/s of the Layout Land. Further, the costs and charges towards such Common Areas and Facilities of Layout shall be shared between all the Allottee(s)/member/s of the Layout Land excluding that of the Retail Area. 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.
- K. The Allottee(s) agrees and understands that the Common Areas and Facilities of Wing 1 and Wing 2 (provided in **Annexure B- Part II**) shall be exclusive to the residents of Wing 1 and Wing 2 and shall at all times remain common and be shared by all the residents of Wing 1 and Wing 2 exclusively. Further, the costs and charges towards such Common Areas and Facilities of Wing 1 and Wing 2 shall be shared between all the allottee(s)/member/s of Wing 1 and Wing 2. The Allottee(s) also agrees and understands that the common areas and facilities provided within the footprint of any future tower/wing/phase/segment shall be exclusive to the residents of that respective tower/wing/phase/segment and shall at all times remain common and be shared by all the residents of such tower/wing/phase/segment exclusively. Further, the costs and charges towards such common areas and facilities shall be shared between all the allottee(s)/member/s of such tower/wing/phase/segment.
- L. For the purpose of this Agreement, "**Relevant Laws**" means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- M. The Developer has appointed Kapadia Associates Design LLP ("**Architect**"), registered with the Council of Architects as their Architects and has entered into a standard agreement with them in the format prescribed by the Council of Architects.
- N. The Developer has appointed Gokani Consultants and Engineers LLP ("**Structural Engineer**"), as structural engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project.
- O. The Developer through its Architect had submitted the building plans in respect of the Project and MCGM has issued Development Permission bearing number P-14453/2023/(124 And Other)/R/S Ward/AKURLI-R/S/302/1/New dated 06 July 2023.



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- P. The Developer has also obtained commencement certificate from BMC bearing No. P-17708/2023/124andothers/R/S/Ward/Akurli-R/S/CC/1/New dated 25<sup>th</sup> January, 2024 along with File No. P-17708/2023/(124 And Other)/R/S Ward/AKURLI-R/S/CC/1/Amend dated 26<sup>th</sup> March, 2024 copy of which is annexed hereto and marked as **Annexure C (Copy of the Commencement Certificate)**.
- Q. A copy of the Layout Plan of the Project Land as approved by BMC is annexed hereto and marked as **Annexure D (Copy of the Layout Plan)**.
- R. The Developer has registered the Phase under the provisions of the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules") with the Real Estate Regulatory Authority at Maharashtra (MahaRERA), under project registration no. P51800054690. Copy of the registration certificate issued by MahaRERA is annexed herewith as **Annexure E (Copy of the MahaRERA Registration Certificate)**.
- S. The Developer has informed the Allottee(s) about all these aspects pertaining to the Project including applications, sanctions, permissions, proposed phase-wise / segment-wise development, Common Areas and Facilities of the Layout and the Allottee(s) agrees and acknowledges the same.
- T. On demand from the Allottee(s), the Developer has given inspection to the Allottee(s) of all the documents of title relating to the Larger Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the rules and regulations made thereunder.
- U. The authenticated copy of the Certificate of Title issued by DSK Legal, Advocates & Solicitors of the Developer along with the authenticated copies Property Register Cards or any other relevant revenue record have been annexed hereto and marked as **Annexure F (Copy of the Certificate of Title)** and **Annexure G (Copies of the revenue records)**, respectively.
- V. The Developer has got some of the approvals from the Authority(s) to the plans, the specifications, elevations, sections and of the said Tower(s) and shall obtain the balance approvals from various Authorities from time to time, so as to obtain Occupancy Certificate of the said Tower(s).
- W. While sanctioning the said Layout Plan, the concerned local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Layout Land and upon due observance and performance of which only the completion or occupancy certificate in respect of the Phase shall be granted by the concerned local Authority.
- X. The Allottee(s) has applied to the Developer for allotment of a Flat No. **2603** on **26<sup>th</sup>** floor in Wing no(s). "**Wing 5**" ("**Flat**") being constructed in the Phase along with an exclusive right to use **01 (One)** covered parking space/s, i.e. **01 (One)** independent Surface Car Park bearing Nos. **84** having each size **2.5 mtrs. X 5.5 mtrs. X 2.1 mtrs..** (breadth x length x vertical clearance), located on **Podium-5** level constructed on the Layout Land as more particularly earmarked at **Annexure H (Plan showing Parking Space(s))** as annexed hereto. The Carpet Area of the Flat is **70.80** square meters, Exclusive Areas (Balcony) is **3.61** square meters and Exclusive Areas (Utility area) is **1.99** square meters, collectively aggregating to



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- 76.40** square meters ("**Total Area**"). For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant to the Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee(s) and other areas appurtenant to the Flat for exclusive use of the Allottee(s).
- Y. Copies of the plan of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by MCGM have been annexed and marked as **Annexure I (Plan showing the Flat)**. The specification to be provided in the Flat are enlisted in the **Annexure J (Specifications)** to this Agreement.
- Z. The Developer has sole and exclusive right to sell the Flat to be constructed by the Developer in the Phase and to enter into Agreement/s with the Allottee(s) and receive the Total Consideration (as defined herein) in respect thereof.
- AA. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- BB. The Developer is entitled and enjoined upon to construct the Phase in accordance with the recitals of this Agreement.
- CC. Prior to the execution of the Agreement, the Allottee(s) has/ have paid to the Developer a sum of **INR.2438834/- (Rupees Twenty Four Lakh Thirty Eight Thousand Eight Hundred Thirty Four Only)**, being part payment towards the Total Consideration of the Flat agreed to be sold by the Developer to the Allottee(s), as advance payment (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee(s) has agreed to pay to the Developer the balance of the Total Consideration in the manner hereinafter appearing.
- DD. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for Sale for the Flat with the Allottee(s), being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908.
- EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Flat along with the exclusive right to use the Parking Space(s).

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. **Construction**

- 1.1 The Developer is developing the project on the Layout Land and currently launching the Phase comprising of the Tower(s) (as defined in Recital I of the Agreement) in accordance with the plans, designs and specifications as approved by MCGM from time to time. However, in order to further enhance design of the Tower(s), the Developer intends to construct upto 5 (five) additional floors of the



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Tower, thereby increasing the height of Tower without impacting the Flat 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 is unable to construct the additional floors in the Tower due to any reason whatsoever, the Tower will be constructed less than or equal to 56 (fifty six) floors, in accordance with the current sanctioned plans. In addition, thereto the Developer 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 Flat of the Allottee(s) except any alteration or addition required by any Government Authorities or due to change in law.

- 1.2 The Developer has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Layout Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Allottee(s) further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout Plan except for the Phase in such manner as the Developer may deem fit, subject however to the sanction of the concerned Authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Structural Engineer and as required under Relevant Laws.
- 1.3 The Developer has informed the Allottee(s) and the Allottee(s) hereby agree/s, acknowledge/s and confirm/s that the Common Areas and Facilities of the Layout (as enlisted in **Annexure B-Part I**) are distributed across the Layout, including the Phase. These Common Areas and Facilities of the Layout shall at all times remain common and shall be shared by all the residents of the Layout Land including the Phase, but excluding the Retail Area. The Allottee(s) hereby confirm/s and undertake/s that the Allottee(s) and/or Society/common organization of the Phase shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Facilities of the Layout by the other allottee(s)/member/s of the Layout Land. Further, the costs and charges towards such Common Areas and Facilities of Layout shall be shared between all the Allottee(s)/member/s of the Layout Land excluding that of the Retail Area. 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.
- 1.4 The Allottee(s) agrees and understands that the Common Areas and Facilities of Wing 1 and Wing 2 shall be exclusive to the residents of Wing 1 and Wing 2 and shall at all times remain common and be shared by all the residents of Wing 1 and Wing 2 exclusively. Further, the costs and charges towards such Common Areas and Facilities of Wing 1 and Wing 2 shall be shared between all the allottee(s)/member/s of Wing 1 and Wing 2. The Allottee(s) also agrees and understands that the common areas and facilities provided within the footprint of any future tower/wing/phase/segment shall be exclusive to the residents of that respective tower/wing/phase/segment and shall at all times remain common and be shared by all the residents of such tower/wing/phase/segment exclusively. Further, the costs and charges towards such common areas and facilities shall be shared between all the allottee(s)/member/s of such tower/wing/phase/segment



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2. **Description of Flat, Parking Space(s), Common Areas and Facilities of Layout and Total Consideration**

2.1 At the request of the Allottee(s), the Developer has agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Developer:

(a) a residential Flat of the aforesaid Total Area bearing no. **2603**, on the **26<sup>th</sup>** floor of the "**Wing 5**", which is more particularly described in the **Fourth Schedule** hereunder written and shown in red on the plan thereof thereto annexed as Annexure I; along with

(b) an exclusive right to use **01 (One)** covered parking space/s, i.e. **01 (One)** independent Surface Car Park bearing Nos. **84** having each size **2.5 mtrs. X 5.5 mtrs. X 2.1 mtrs.**, (breadth x length x vertical clearance), located on **Podium-5** level as more particularly delineated on the plan annexed as Annexure H; along with

(c) the right to use the Common Areas and Facilities of the Layout, as more particularly described in the **Annexure B- Part I**.

2.2 The specifications, fixtures and fittings with regard to flooring, sanitary fittings and amenities with particular brand or equivalent, to be provided by the Developer in the Flat as are set out in **Annexure J (Specifications)** annexed hereto. The Allottee(s) hereby confirms that the Allottee(s) is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure J (*Specifications*) and the same shall only be relied by the Parties.

2.3 The **Carpet Area** of the Flat is **70.80** square meters, **Exclusive Areas (Balcony)** is **3.61** square meters and **Exclusive Areas (Utility area)** is **1.99** square meters, collectively aggregating to **Total Area** of **76.40** square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital X above.

2.4 In consideration of the above, the Allottee(s) hereby agrees to pay to the Developer a total lumpsum sale consideration of **INR 23450317/- (Rupees Two Crore Thirty Four Lakh Fifty Thousand Three Hundred Seventeen Only)** ("**Total Consideration**"), comprising of the following:

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Flat.	23450317
(ii)	Towards the Exclusive Area of the Flat.	-
(iii)	Towards proportionate consideration for Common Areas and Facilities charges calculated on the Carpet Area of the Flat.	-
	<b>Total Consideration</b>	<b>23450317</b>

Along with the aforementioned Total Consideration, the Allottee(s) agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 7 (*Payment of Other Charges*) of this Agreement.

2.5 The Allottee(s) agrees and understands that 20 % (twenty percent) of the Total Consideration shall be the earnest money, being the part-payment of the Total Consideration, to ensure the due performance of the Agreement by the Allottee(s), which shall be forfeited in case of non-performance on the part of Allottee(s) in terms set forth under this Agreement. ("**Earnest Money**").





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3. **Variation in Total Area**

The Developer shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Tower(s) is complete and the occupancy certificate has been granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of 3 (three) percent. If there is any reduction in the Carpet Area, within the abovementioned limit, in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Allottee(s) towards the Total Consideration under Clause 4.1 with annual interest at the rate specified in the Rules (if applicable). If there is any increase in the Carpet Area allotted to Allottee(s), the Developer shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan, if applicable. All these monetary adjustments shall be made at the same rate per square meter on Total Area as agreed in this Agreement.

4. **Payment Schedule and the manner of payment**

4.1 **Payment Plan:** The Allottee(s) hereby agrees and undertakes to pay to the Developer the Total Consideration of **INR 23450317/- (Rupees Two Crore Thirty Four Lakh Fifty Thousand Three Hundred Seventeen Only)** in the following manner:

Sr. No.	Milestone	Percentage	Rupees
(i)	Application Money	10%	1904762
(ii)	Within 21 days of booking		440270
(iii)	Within 60 days of booking	10%	2345032
(iv)	On or before 28 <sup>th</sup> February, 2025 subject to completion of Plinth	25%	5862579
(v)	On or before 28 <sup>th</sup> February, 2026 subject to completion of 15 <sup>th</sup> Slab	20%	4690063
(vi)	On Completion of RCC Terrace	5%	1172516
(vii)	On Completion of the walls, internal plaster, floorings of the said apartment	5%	1172516
(viii)	On Completion of the staircases and lift wells	5%	1172516
(ix)	On Completion of Elevation and external plumbing of said apartment	5%	1172516
(x)	On Completion of water Pumps and Electrical Fittings of said apartment	5%	1172516
(xi)	On Application of Occupancy Certificate	5%	1172516
(xii)	On Intimation of Possession	5%	1172516
	<b>Total:</b>	<b>100%</b>	<b>23450317</b>

The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones provided herein.

4.2 The Allottee(s) shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the 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 as provided



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under this Clause, it shall not be obligatory on the Developer to send reminders regarding the payments to be made by the Allottee(s) as per the above Payment Plan, and the Allottee(s) shall make all payments to the Developer on or before the due dates, time being the essence of this Agreement.

4.3 All payments to be made by the Allottee(s) under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **"Godrej Kandivali Tower 5 Collection Account"**.

4.4 For the purpose of remitting funds from abroad by the Allottee(s), the following are the particulars of the beneficiary:

Beneficiary's Name : Godrej Kandivali Tower 5 Collection Account  
Beneficiary's Account No. : 924020007099893  
Bank Name : Axis Bank  
Branch Name : Fort Branch  
Bank Address : Jeevan Prakash Building, Ground Floor,  
Sir Phirozshah Mehta Rd, Fort, Mumbai,  
Maharashtra 400001  
Swift Code : AXISINBB  
IFSC Code : UTIB0000004

4.5 In case of the Allottee(s) entering into any financing arrangement with any financial institution with respect to the purchase of the Flat, the Allottee(s) undertake/s to direct such financial institution to and shall ensure that such financial institution disburses and pays all such installment due and payable towards the Total Consideration to Developer through an account payee cheque/demand draft drawn in favour of **"Godrej Kandivali Tower 5 Collection Account"**. The Allottee(s) agrees that in the event the Allottee(s) avails any loan/or loan facilitation services from any external third party, the Allottee(s) shall do so at his/her own cost and expense and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee(s) may have incurred due to the loan/or loan facilitation services so availed.

4.6 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 Flat. The Developer shall not accept payments from third parties under the following criterion:

- Payments made by Allottee(s) family member/friend (parents, spouse, siblings etc.)
- Payments made by a company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder of such company);
- Individual making payment on behalf of the company being the Allottee(s) (in case of company booking);
- Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee(s) account only, the exception being demand draft/pay order/banker's cheque received from the mortgage bank of the Allottee(s).

4.7 Further, at the express request of the Allottee(s), the Developer may at its sole discretion offer a rebate to the Allottee(s) in case the Allottee(s) 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 shall not be subject to any change/withdrawal. 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).



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- 4.8 In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below bank account. The Allottee(s) agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottees' failure in this regard.

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

- Poonam  
Jasjit S. Bumb
- 4.9 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 20 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Indian National Rupees Five Thousand only) along with applicable taxes for dishonor of a particular payment instruction for first instance and for second instance the same would be INR10,000/- (Indian National Rupees Ten Thousand only) along with applicable taxes in addition to the Interest for delayed payment. Thereafter, no cheque will be accepted by the Developer and payments shall be accepted through bank demand draft(s) only.

- 4.10 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("**Authorities**") from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, premium or levies imposed by the competent authorities etc., the Developer 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 payable along with subsequent payments.

## 5. Taxes

- 5.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction (LUC) tax, property tax, or other taxes, duties, Cess, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws (including the GST Law) or any amendments thereto pertaining or relating to the sale of the Flat.
- 5.2 For the purpose of this Agreement,
- "**GST**" means and includes any tax imposed on the supply of goods or services or both under GST Law.
  - "**GST Law**" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
  - "**Cess**" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.



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5.3 Taxes shall be payable by the Allottee(s) on demand made by the Developer within 15 (fifteen) working days, and the Allottee(s) shall remain liable and keep indemnified the Developer from and against the same.

5.4 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.

#### 6. Tax Deducted at Source

The Allottee(s) is aware that the Allottee(s) has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

#### 7. Payment of Other Charges

7.1 The Allottee(s) shall on or before delivery of possession of the Flat pay to the Developer the following amounts, which shall be transferred to the Common Organization / Apex Body/ Apex Bodies:

Sr.No.	Particulars	Rupees
(i)	Estimate amounts for charges plus GST towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body.	355534
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer	115345
	<b>Total:</b>	<b>470879</b>

The Allottee(s) agrees that the Developer shall have a right to adjust the amounts incurred by the Developer towards the maintenance and upkeep of the Phase, Common Areas and Facilities of the Layout (excluding the amounts incurred/ to be incurred by the Developer towards the maintenance and upkeep of Common Areas and Facilities of Wing 1 and Wing 2) from the amounts to be paid by the Allottee under Clause 7.1 (i) and (ii) of the Agreement, without any reference to the Allottee(s)/ Common Organization / Apex Body/ Apex Bodies. The Developer 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. The Developer shall transfer the aforesaid amounts to the Common Organization / Apex Body/ Apex Bodies, subject to the aforesaid deductions/ adjustments and the same is confirmed and agreed by the Allottee/ Common Organization / Apex Body/ Apex Bodies.

7.2 The Allottee(s) shall on demand pay to the Developer the following amounts along with applicable taxes:

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the Common Organization / Apex Body/ Apex Bodies	1000



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(ii)	Estimate amount for formation and registration of the Common Organization/ Apex Body / Apex Bodies	25000
(iii)	Estimate amounts towards water connection charges*	25000
(iv)	Estimate amounts towards electric connection charges*	25000
(v)	Estimate amounts towards gas connection charges*	25000
(vi)	Estimate amounts towards other utility / services charges	-
(vii)	Estimate amounts of electrical receiving and sub-station in the Layout*	-
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the Common Organization/ Apex Body	-
(ix)	Estimate amounts towards legal charges for documentation which shall be payable	25000
(x)	Estimate amount towards LUC	246974
	<b>Total:</b>	<b>372974</b>

\*collection at any point doesn't guarantee the provisioning of the services immediately upon payment/ possession

7.3 It is clarified that the amounts to be paid by the Allottee(s) under Clause 7.1 and Clause 7.2 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.

8. **Legal charges for formation of Common Organization(s) /Apex Body/Apex Bodies**

The Allottee(s) shall on demand pay to the Developer a sum as mentioned above towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the Common Organization(s)/ Apex Body/ Apex Bodies and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

9. **Developer to appropriate dues**

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

10. **Time is of essence**

10.1 Time is essence for this Agreement. The Developer shall abide by the time schedule for completing the Phase and handing over the Flat to the Allottee(s) and the common areas to the Apex Body/ Apex Bodies after receiving the occupancy certificate or the completion certificate or both, as the case may be.

10.2 Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement



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subject to the completion of construction by the Developer as per the terms and conditions of this Agreement.

#### 11. Interest

- 11.1 If the Developer fails to abide by the time schedule for completing the Phase and handing over the Flat to the Allottee(s), the Developer agrees to pay to the Allottee(s), who does not intend to withdraw from the Phase, interest at the such rate as may be specified under the Rule ("Interest"), subject to applicable taxes, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.
- 11.2 The Allottee(s) agrees to pay to the Developer, Interest on all the delayed payment which become due and payable by the Allottee(s) to the Developer under the terms of this Agreement, from the date the said amount is payable by the Allottee to the Developer till the date of receipt / realization of payment.
- 11.3 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 11.4 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee(s) under this Agreement, have a first charge / lien on the Flat 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. 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.

#### 12. Floor Space Index

- 12.1 The Developer declares that FSI available as per approval received as on date in respect of the Phase Land is approximately 39,528.81 square meters (including fungible FSI) and the Developer has planned to utilize FSI of 44,053.93 square meters (including fungible FSI) on the Phase by utilizing portion of the FSI of the Layout Land or by availing of transferable development rights ("TDR") or FSI available on payment of premiums or or exchange of FSI with another plot 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.
- 12.2 Further, the Allottee(s) has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Larger Land and/or the Layout Land on which it is being constructed taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Layout Land and/or the Larger 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 building or the Layout Land and/or otherwise.
- 12.3 The Allottee(s) acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Layout Land including the existing and future FSI and /or 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



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part of the Layout Land or elsewhere as may be permitted and in such manner as the Developer deems fit. Further, the Allottee(s) hereby agrees, acknowledge/s and confirm/s that the Developer at its discretion is entitled to add/amalgamate adjoining land parcels to the Layout Land and shall be solely entitled to utilize the development potential of such additional land in the manner Developer deems fit.

- 12.4 The Allottee(s) further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other Phases comprised in the Layout Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other Phase s to any person as it deem fit, in accordance 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 on the Layout Land.
- 12.5 Neither the Allottee(s) nor any of the other Allottees of the flat(s)/premises/units in the buildings being constructed on the Layout Land nor the Common Organization/ Apex Body / Apex Bodies to be formed of Allottees of flat(s)/premises/units in such buildings shall be entitled to claim any FSI and/or TDR howsoever available on the Layout Land. All FSI and/or TDR at any time available in respect of the Layout Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and towers / Common Areas and Facilities of the Layout is transferred/ conveyed to the Common Organization / Apex Body / apex bodies in the manner set out herein below.
- 12.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Layout Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee(s) /Common Organization/ Apex Body. In the event of any additional FSI in respect of the Layout or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Current Phase as may be permissible.
- 12.7 It is also agreed by the Allottee(s) that even after the formation of the Common Organization/ Apex Body/ Apex Bodies, the Developer, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Layout Land and shall thereby continue to retain full right and authority to develop the Layout Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

13. **Adherence to Sanctioned Plans**

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local Authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Flat to the Allottee(s) obtain