

Vrindavan Draft with Caveat mentioned in clause no. 10 (d)

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE (“AGREEMENT”) is entered into at Ahmedabad on this _____ day of _____, 201_:

BETWEEN

1. Kalpeshbhai Atmaram Patel, PAN No. ACIPP 5510 G, adult residing at 17,Ganeshpark-2, Nirman Tower, R. C. Technical Road, Ghatlodia Ahmedabad.
2. Kamleshbhai Atmaram Patel, PAN No. ALQPP 8620 E, adult residing at 17-Ganeshpark-2, Nirman Tower, R. C. Technical Road, Ghatlodia, Ahmedabad.
3. Mukeshbhai Keshavlal Patel, PAN No. ACIPP 5506 C, adult residing at, 65-Ganeshkunj Bungalows, R. C. Technical Road, Ghatlodia, Ahmedabad.
4. Chetnaben Mukeshbhai Patel, PAN No. AKGPP 9255 Q, adult residing at, 65, Ganeshkunj Bungalows, R.C.Technical Road, Ghatlodia, Ahmedabad.
5. Ramilaben Bharatbhai Patel, PAN No. ALGPP 9716 K, adult residing at 65, Ganeshkunj Bungalows, R. C. Technical Road, Ghatlodia, Ahmedabad.
6. Darshan Jayantibhai Patel, PAN No. AHNPP 6873 G, adult residing at 22,

Ganeshpark Bungalows, Behind Shayona City, Ghatlodia, Ahmedabad.

7. Sanjay Jayantilal Patel, PAN No. AKGPP2405E, adult residing at 30, Ganeshkunj, R.C. Technical Road, Ghatlodia, Ahmedabad.
8. Kalpesh Bhartkumar Patel, PAN No. ARZPP1422F, adult, Indian inhabitant, residing at 65, Ganeshkung Bungalows, R.C. Technical road, Ghatlodia, Ahmedabad.
9. Shree Siddhi Infrabuild Private Limited, PAN No. AALCS 4509 A, a company incorporated under the Companies Act, 1956 bearing registration no. U45201GJ200PTC 051012, having its registered office at 50, Ganeshkunj, R.C. Technical, Ghatlodia, Ahmedabad.
10. Sursuta Co-operative Housing Society Limited-Part-6, PAN No. AACA S4521 M, a Society bearing Registration no. GH-22189/2006, Jagatpur, Dascroi, Ahmedabad through its Chairman Mr. Kamleshbhai Atmaram Patel.

All the above-mentioned parties from Serial No. 1 to 10 hereinafter collectively referred to as **“The Land Owners”**, and Parties at Serial no.1 to 8 through their Power of Attorney holder Mr. Kamlesh Atmaram Patel, Party at Sr. No. 9 through its authorised signatory Mr. Kamlesh Atmaram Patel, Party at Sr. No. 10 through its authorised signatory Mr. Kamleshbhai Atmaram Patel (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its executors, legal representatives, administrators, successors-in-interest and assignees) of the **FIRST PART**;

AND

SHREE SIDDHI INFRABUILDCON LLP, PAN: ACHFS3787P [earlier known as SHREE SIDDHI INFRABUILDCON PRIVATE LTD.], a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at D-1001, Ganesh Meridian, Opposite Amiraj Farm, Near New Gujarat High Court, Sarkhej-Gandhinagar Highway, Ahmedabad – 380 060, hereinafter referred to as **“SIDDHI”** (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successor(s) and assign(s)) of the **SECOND PART**;

AND

GODREJ PROPERTIES LIMITED, PAN: AAACG3995M, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 and also its office at Second Floor, Rudrapath Complex, Near Rajpath Club, Sarkhej-Gandhinagar Highway, Ahmedabad - 380 059, through its Authorized Signatory, Mr. Vishal Nanda appointed vide board resolution dated 18th November 2016, herein after referred to as “**DEVELOPER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and assign(s)) of the **THIRD PART**;

(The SIDDHI and the Developer, where so the context permits, are hereinafter collectively referred to as “**PROMOTERS**”.)

AND

1. (First Applicant)_____

PAN: _____, Aged Adult, residing at

2. (Second Applicant)_____

PAN: _____, Aged Adult, residing at

3. (Third Applicant)_____

PAN: _____, Aged Adult, residing at

4. (Fourth Applicant)_____

PAN: _____, Aged Adult, residing at

Hereinafter together referred to as the **“ALLOTTEE/S”** (which expression shall, wherever the context so requires or admits, mean and include his/ her/ t heir/ its heir(s), legal representative(s), successor(s)-in-interest, executor(s) and administrator(s) and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heir(s), executor(s) and administrator(s) of each of the partners and in the case of a company or a body corporate its successor(s) and assign(s)) of the **FOURTH PART**;

The Land Owners, Promoters and the Allottee/s, where so the context permits, are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

WHEREAS:

- A. The Land Owners are seized and possessed of or otherwise well and sufficiently entitled, as the owner, to all those pieces and parcels of land bearing Final Plot No. G-3 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), situate, lying and being at Village: Jagatpur, Taluka: Ghatlodia (erstwhile Ahmedabad City – West), District: Ahmedabad in the Registration District and Sub District of Ahmedabad – 8 (Sola) hereinafter referred to as **“Said Property”** more particularly described in the **First Schedule** hereunder written;
- B. Vide a certificate of registration on conversion dated February 21, 2013, issued by the Ministry of Corporate Affairs, Government of India, Shree Siddhi Infrabuildcon Private Limited (**“the Erstwhile Company”**) was converted from a company registered under the Companies Act, 1956, into a limited liability partnership registered under the Limited Liability Partnership Act, 2008, named Shree Siddhi Infrabuildcon LLP i.e. SIDDHI, bearing LLP Identification Number: AAB-3722. By virtue of the same, all the rights and obligations of the Erstwhile Company (existing and future and including rights and obligations created under all agreements executed by the Erstwhile Company), pursuant to the aforesaid conversion are now deemed to be the rights and obligations of SIDDHI. Further, all the acts undertaken by the Erstwhile Company are now deemed to have been undertaken by SIDDHI, and all agreements executed by it set out hereunder shall be deemed to have been executed by SIDDHI;

- C. The Developer was desirous of developing a special township by and under the name **“Godrej Garden City”** being contiguous to and including the Said Property (hereinafter referred to as **“the Township Project”**);
- D. By and under the Agreement to Grant Development Rights dated 15th April 2008 executed between the predecessor of the Erstwhile Company viz. Shree Siddhi Infrabuild Private Limited (**“SSIPL”**) and the Developer, SSIPL had agreed to grant the Developer, the development rights for the Township Project;
- E. In pursuance of the understanding as provided in the AGDR, SSIPL and the Erstwhile Company executed Development Agreements, in respect of various parcels of land including the Said Property, dated 2nd September, 2008; 13th April, 2009; 16th January, 2010; 25th March, 2011; 13th June, 2011 and 12th August, 2011 including supplemental and other incidental documents for grant of development rights to the Developer (hereinafter referred to as the **“Development Agreements”**) whereunder the Developer has acquired development rights to various parcels of land bearing Block No. 28p (area 10,471 sq. mtrs.), 32, 30, 41, 33, 27, 31, 62, 65, 66p, 82, 84, 15 C (previously 15 p), 72, 73, 77, 86A, 86B, 87B, 87C, 100, 16, 17, 67, 71, 83, 19/A, 43, 44, 46, 54/C, 56, 88A, 88B, 120, 29A, 81, 93B, 89, 25, 21/A, 23, 24, 61, 117, 18/A, 29/B, 26, 45, 85, 86C, 92 p, 119, 28p (area: 13,192 sq. mtrs.) and 75/A, aggregately admeasuring about (6,90,331 sq. mtrs.) 170.62 Acres or thereabouts, situate, lying and being at Village: Jagatpur, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad **and** Survey Numbers 150/2, 151, 152/2 aggregately admeasuring about (16543 sq. mtrs.) 4.08 Acres or thereabouts, situate, lying and being at Village: Chenpur Taluka: Ghatlodia (erstwhile Ahmedabad – West), District Ahmedabad **and** Survey Numbers 34, 35/2, 37, 45, 64/2, 67/3, 58/1, 65/9, 28/1, 28/2, 47/1, 48/1A, 49 paiki, 50/5/p, 50/7, 55/1, 56, 60/2, 62, 63 paiki, 21/3/2, 7, 42, 11/3, 61/1 paiki, 65/6, 65/8, 18p admeasuring about (118250 sq. mtrs.) 29.22 Acres or thereabouts situate, lying and being at Village: Tragad, Taluka: Ghatlodia (erstwhile City) in the Registration District and Sub District of Ahmedabad – 8 (Sola), all the parcels aggregately to the extent admeasuring about (825124 sq. mtrs.) 203.93 Acres (hereinafter referred to as **“Project Land”**). **FURTHER**, the land parcels comprising the Project Land are covered under Town Planning Scheme No. 65 (Tragad-

Jagatpur-Chankheda-Chenpur-Ranip) which are given Final Plot Numbers G-1 to G-15, 122, 169, 170, 196, 125 and 156/2, which are more particularly earmarked in the Revised Masterplan issued by the Senior Town Planner, Ahmedabad Urban Development Authority (“**AUDA**”), Ahmedabad dated 20.12.2014;

- F.** Simultaneously with the execution of the Development Agreement, the Erstwhile Company executed irrevocable Power of Attorneys dated 2nd September, 2008, 13th April, 2009, 16th January, 2010, 25th March 2011, 13th June 2011 and 12th August 2011 in favour of the Developer authorizing the Developer to do all acts, deeds, matters and things for the development as contemplated in the Development Agreement including the right to market and sell the premises to be constructed thereon by the Developer, to enter into agreement(s) with the prospective Allottee(s) of the constructed premises, receive sale proceeds in respect thereof, form the association/ society of such Allottee/s of the constructed premises as per the prevailing laws and ultimately convey the Said Property to the Allottee/s / body of Allottee/s / society / association in respect of the Said Property (hereinafter referred to as the “**Power of Attorney**”);
- G.** The Developer had applied to the concerned Authority for the development of the Township Project under the Township Policy of the Government of Gujarat (“**the Special Township Policy**”) as amended from time to time;
- H.** AUDA i.e. Ahmedabad Urban Development Authority has granted permission for carrying out development, lay out and building plans, elevations, sections and details submitted to it by the Architects of the Developer for development of the Said Property for construction of Residential Buildings and other facilities, bearing no. (1) PRM-20/2/11/435 dated 8th July, 2011 (2) PRM-232/9/2011/516 dated 30th June, 2012 and (3) PRM-478/11/12/120 dated 18th June, 2013 granted by AUDA under the Township regulations. In furtherance of the same, the Promoters have commenced construction and development on the Project Land as per the terms, conditions, stipulations and restrictions laid down therein, and upon the culmination of the construction activities on the Project Land, the Promoters shall attain the requisite sanctions such as completion/ occupancy certificates from the relevant

Authorities in consonance with the extant laws at that point of time;

- I. Pursuant to the permission from concerned Authorities, the Developer has commenced the development of the aforesaid portion of the Said Property in phases in the name of “**Godrej Garden City**”. The Developer intends to construct number of buildings of various specifications as per the approved building plans;
- J. Pursuant to the application made for the township, Urban Development and Urban Housing Department, Government of Gujarat have in Principle granted the permission for a Residential Township Project vide its Order bearing no. PRCH-112010-M-532-L dated 16.10.10. Thereafter, AUDA vide its letter dated 24.12.2010 approved the township in pursuance of the permission of the Urban Development and Housing Department, Government of Gujarat subject to further, necessary approvals from the Authorities, the Developer intends to develop the Township Project as residential Township, in accordance with such policies as may be promulgated from time to time in this regard in the same name i.e. “**Godrej Garden City**”. The present Agreement is subject to receipt of revised/appropriate permissions from the Competent Authorities;
- K. State Level Environment Impact Assessment Authority, Gujarat, vide its letter bearing reference number (1) SEIAA/GUJ/EC/8(b)/24/2010 dated 16th December, 2010 (2) SEIAA/GUJ/EC/8(b)/308/2012 dated 1st November, 2012, and (3) SEIAA/GUJ/EC/8(b)/68/2013 dated 16th April, 2013 accorded environmental clearance with respect to the Said Building (as defined hereinafter) subject to the compliance of the specific and the general conditions mentioned therein.
- L. Subsequently, the Senior Town Planner, AUDA, Ahmedabad has issued a Revised Master Plan dated 20.12.2014, depicting the revised plan of the Township Project, after the allotment of Final Plot Numbers to the said Project Land, which has been included in the Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), being Final Plot Numbers G-1 to G-15, 122, 169, 170, 196, 125 and 156/2;
- M. The Allottee/s has expressed his willingness to purchase a residential flat in the building known as **Vrindavan** being constructed on the portion of

the Said Property (hereinafter referred to as the “**Said Building**”) and has applied to the Developer for allotment of the Flat bearing No. ____ on the ____ floor in the Said Building (hereinafter referred to as the “**Said Flat**”) and more particularly described in the **Second Schedule** hereunder;

- N. The Allottee/s has agreed to purchase the Said Flat for a consideration of INR ____ /- (**Rupees ____ Only**) (hereinafter referred to as the “**Sale Consideration**”) along with charges as detailed in **Annexure “A”** hereto;
- O. Pursuant to the aforesaid application by the Allottee/s, the Promoters have issued the Letter of Allotment dated _____, thereby allotting the Said Flat i.e. flat/unit bearing number ____ on the _____ floor in the Building(s)/Wing(s)/Name **Vrindavan** being constructed on Final Plot No. _____ (as per Revised Master Plan dated 20.12.2014) of draft Town Planning Scheme No. 65 upon which the said Township Project is being developed by the Promoters herein to the Allottee/s herein;
- P. The Promoters have registered the phase under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (“**Rules and Regulations**”) and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at _____ under no. _____. The authenticated copy of the same is attached herewith as **Annexure “B”**;
- Q. By virtue of the Development Agreement/ Power of Attorney, the Promoters shall have the sole and exclusive right to sell the flats in the building/s to be constructed by the Promoters on the Project Land and to enter into Agreement/s with the allottee/s of the flat/s to receive the sale consideration in respect thereof;
- R. On demand from the Allottee/s, the Promoters have given for inspection of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by Promoters’ Architects Messrs.

_____ and of such other documents as are specified under the Act, and the Rules and Regulations made thereunder to the Allottee/s and the Allottee/s have satisfied themselves in that regard;

- S. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoters to the Project Land on which the Said Flat are/ is constructed or are/ is to be constructed (attached herewith as **Annexure - E**) have/ has also been inspected by the Allottee/s and the Allottee/s is/ are satisfied in respect thereof;
- T. Further, the Promoters have proposed a layout plan ("**Layout**") for the development of the Project Land. The Promoters had made an application to the AUDA i.e. [Ahmedabad Urban Development Authority] and/ or the concerned Authority for the sanction of the entire proposed Layout of the Project Land, and subsequently, the Layout has been sanctioned by AUDA. Correspondingly, the authenticated copies of the plan of the Layout as approved by the concerned Local Authority and/ or AUDA alongwith the authenticated copies of the plans of the Layout as proposed by the Promoters, according to which the construction of the Said Building and open space are proposed to be provided for on the said Township Project have been inspected by the Allottee/s, and the Allottee/s have satisfied themselves in that regard. In view of the aforesaid, the Allottee/s is satisfied that the Promoters are entitled to develop the Township Project and construct residential buildings therein and has therefore agreed to purchase the Said Flat. The authenticated copies of the plans and specification of the Said Flat agreed to be purchased by the Allottee/s from the Promoters have been annexed and marked herewith as **Annexure – "C"**;
- U. Prior to the execution of these presents the Allottee/s has paid to the Promoters a sum of INR (Rupees Only), being part payment of the Sale Consideration of the Said Flat hereby agreed to be sold and conveyed by the Promoters to the Allottee/s as an advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the balance of the sale consideration in

the manner hereinafter appearing; and

- V.** Under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- W.** The Allottee/s has/have agreed to acquire and purchase the Said Flat [alongwith the covered parking, (if applicable)] with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the Application form, the Allotment letter and also subject to the terms and conditions hereinafter contained.

The Parties are desirous of recording the terms and conditions on which the Promoters have agreed to sell the Said Flat [alongwith the covered parking, (if applicable)] to the Allottee/s and the Allottee/s have agreed to purchase the Said Flat [alongwith the covered parking, (if applicable)] from the Promoters and have entered into this Agreement For Sale without possession on the terms and conditions set out herein without any prejudice to each other:

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as under:

1. Sale Area

- 1.1 The Allottee/s hereby has agreed to purchase from the Promoters and the Promoters hereby have agreed to sell to the Allottee/s, the Said Flat of the aforesaid Total Area bearing No. _____ of the type _____ of carpet area admeasuring sq. meters alongwith exclusive area of the Said Flat sq. meters ("**Total Area**") on the floor in the Said Building i.e. **Vrindavan** alongwith proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout of the Said Flat in **Annexure "C"**, free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____ (Rupees _____ Only). The total amount paid towards the Sale Consideration shall comprise of the following and is more particularly described and evinced in the payment schedule hereunder as Fourth Schedule:

Sr. No.	Particulars of consideration	Amount (In Rupees /- Only)
(i)	Towards the Carpet Area of the Apartment/Flat.	
(ii)	Towards the Exclusive Areas of the Apartment/Flat.	
(iii)	Towards Covered Car Park(s), if applicable\	
(iv)	Towards proportionate consideration for Common Areas charges including club house development charges calculated on the Carpet Area of the Apartment/Flat.	
(v)	Towards Facilities as set out in Annexure ____. [Note: this will include Club house membership fees/charges, PLC and floor rise.]	

Out of the said Sale Consideration, an amount equivalent to 20% of the Sale Consideration is hereinafter referred to as **“Earnest Money”**. Alongwith the aforementioned Sale Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Annexure A of this Agreement.

- 1.2 The Total Sale Consideration Including INR _____ (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith. For the purposes of this Agreement (i) **“Carpet Area”** shall mean and include the net usable floor area of the Said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Said Flat and (ii) **“Exclusive Areas”** shall mean and include exclusive balcony appurtenant to the Said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Said Flat for exclusive use of the Allottee/s; and other areas appurtenant to the said Apartment/Flat for exclusive use of the Allottee/s and (iii) **“Car park : _____ stilt / _____ basement parking space(s) situated in the basement/ stilt (“Car Park(s))”**.

- 1.3 With respect to amenities other than the amenities as provided in **Third Schedule** hereto, the Allottee/s shall be entitled to access the amenities developed by Promoter in the Township Project on payment of additional charges, if any, as may be decided by the Promoter from time to time.
- 1.4 It is further understood and agreed by and between the Parties that any further areas that may be developed and/ or facilities and amenities that may be provided, over and above and/ or in addition to the common areas and facilities to this Agreement, may be accessible by the Allottee/s only on payment of extra charges as may be decided from time to time by the Promoters/ Co-operative Service Society or limited company formed by the flat owners. It is further agreed that the Allottee/s shall not be entitled to any right in such further areas developed and/or facilities and amenities provided by the Promoters.
- 1.5 The Promoters may provide additional common facilities such as community hall, gymnasium, multipurpose hall, indoor games, children's play area or lawn to the allottees of Vrindavan Cluster, which shall be part of a common integrated development in the Township Project and the Allottee/s shall not have any objection to it. The Allottee shall have the right to use only the amenities developed in the Vrindavan Cluster, which are specifically mentioned herein this Clause (whichever is provided). Apart from the amenities developed in the Vrindavan Cluster, which are specifically mentioned herein, the Allottee shall not hold any right whatsoever to use and enjoy any other amenities developed and maintained by GPL in Godrej Garden City, and the Allottee shall not raise any kind of dispute/ objection with regard to the same.
- 1.6 Further, the Total Consideration as mentioned above excludes taxes, and taxes include Value Added Tax, Service Tax, Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of Said Flat.

Taxes shall be payable by the Allottee/s upon the demand made by the Developer within 7 (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Developer from and against the same.

In addition to the aforementioned Taxes, cesses, charges, levies, etc., if any, payable by the Allottee/s, the Allottee/s is/are also required to pay Goods & Services Tax (GST) as prescribed under the Relevant Laws/ GST Law as and when called upon by the Promoters.

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.

- 1.7 The amount as depicted towards Sale Consideration is escalation-free, save and except escalations/ increases, due to an increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time. The Promoters hereby undertake and agree to enclose the relevant notification/ order/ rule/ regulation published/ issued apropos of an increase in the development charges, cost, or levies imposed by the competent authorities etc. to the Allottee/s along with the demand letter

being issued simultaneously to the Allottee/s, which shall only be applicable on subsequent payments.

- 1.8 It is agreed by the Allottee/s that the construction has been computed on the basis of Carpet Area of the Said Flat being ascertained and consideration is accordingly arrived at. The Allottee/s agrees that the calculation of Carpet Area in respect of the Said Flat is based upon the calculations at this stage and may undergo minor variation at the time of final completion of Construction of the Said Flat i.e. when the occupancy certificate has been granted by the competent authority. The Developer agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% of the Carpet area of the Said Flat. The Allottee hereby agrees that any such change/ revision in the Carpet Area of the Said Flat is acceptable and binding upon him/ her/ them. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoters and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate of ____% from the date when such an excess amount was paid by Allottee/s, and correspondingly, if there is any increase in the Carpet Area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule as aligned under Fourth Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.
- 1.9 The Allottee/s hereby confirms and declares that the Promoters have the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/ its name as the Promoters may in its sole discretion deem fit and the Allottee/s undertake not to object/ demand/ direct the Promoters to adjust his payments in any manner.

2. Alterations and Modifications

- 2.1 It is understood and agreed between the Parties that the Promoters are constructing the Said Flat in the Said Building in accordance with the, Layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities or as may hereafter, from time to time, be approved by the concerned local authorities with such variations, modifications or alterations as the promoters may, from time to time, consider necessary or as may be required by the concerned authorities.
- 2.2 The Promoters shall construct the Building(s)/Wing(s) consisting of Basement and ground/stilt/..... Podiums, and upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall obtain prior consent in writing of the Allottee/s in respect of variation or modifications which may adversely affect the Said Flat(s) of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- 2.3 The Promoters hereby declare that the Floor Space Index (“FSI”) available as on date in respect of the Project Land is _____ square meters only and the Promoters have planned to utilize FSI of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation, which are applicable to the said Township Project. Pursuant thereto, the Allottee/s hereby specifically agree and consent that the Promoters shall be entitled to consume the balance FSI, if any, and also additional FSI as and when available by constructing additional buildings and structures so as to avail of the full FSI, without any further intimation to or consent of the Allottee/s. The FSI of any nature whether available at present or in future and/ or additional construction/s shall always be the property of the Promoter who shall be at liberty to use, deal with,

dispose of, sell and transfer the same in the manner as deem fit to Promoter. If there is any balance FSI remaining after the completion of the Scheme as envisaged herein then the said FSI shall be utilized by the Promoter in accordance with the arrangement agreed between them. The Allottee/s hereby admits and acknowledges the aforesaid rights of Promoter and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.

2.4 The Promoters 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 the plans or thereafter and shall, before handing over possession of the Said Flat to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Said Flat.

2.4 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the Township Project and handing over the Said Flat(s) to the Allottee/s and the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoters as set out in the Fourth Schedule.

3. Consideration

3.1 The Sale Consideration of the Said Flat is INR _____ /- (**Rupees _____ Only**). As on the date hereof the Allottee/s has paid a sum of INR _____ (**Rupees _____ Only**) towards Earnest Money and being part payment of the Sale Consideration. The Allottee/s hereby agree to pay to the Promoters the balance amount of the Sale Consideration of INR _____ /- (**Rupees _____ Only**) (hereinafter referred to as the "**Balance Sale Consideration**") for the purchase of the Said Flat in the manner set out in the **Fourth Schedule** hereunder written.

- 3.2 The Allottee/s shall make payment of the Sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of **"Godrej Properties Limited"** payable at Ahmedabad. The other payments with regard to other charges i.e. amount towards advance maintenance, share money, legal charges, society admission fee, proportionate share of taxes, Electricity charges, AMC charges, statutory dues etc. as provided in **Annexure A** hereunder shall be payable by the Allottee/s separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of **"Godrej Properties Limited"** payable at Ahmedabad. The amounts mentioned in the Annexure A hereto are indicative. The Allottee/s agrees to pay to the Promoters any incremental charges over and above the charges indicated in Annexure A. The Allottee/s hereby also agrees to pay any additional charges mentioned in Annexure A at actuals over and above the Sale Consideration agreed upon.
- 3.3 The Allottee/s agrees to pay to SIDDHI/ Developer an interest at % per annum, for the period of delay, from the date any amount becomes due and/or payable as per the Fourth Schedule of this Agreement to SIDDHI/ Developer till the actual payment thereof, without prejudice to the other rights and remedies available to SIDDHI/ Developer. Once interest becomes due and payable under this clause by the Allottee/s, any payments made by the Allottee/s thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the SIDDHI/ Developer, and only thereafter the balance amount of the payment received by the SIDDHI/ Developer shall be considered as payment by the Allottee/s towards the Sale Consideration.
- 3.4 Notwithstanding anything contained in this Agreement, any amounts received from the Allottee/s pursuant to this Agreement shall be utilised as under:
- (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoters (where taxes in respect of

- the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoters;
- (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable by the Allottee/s, towards such interest due until the entire interest accrued has been received by the Promoters,
 - (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
 - (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee/s, however, the Allottee/s shall not be entitled to receive any interest on such advance paid.

3.5 The Allottee/s shall not raise any dispute or object to the sale price that may be settled between the Promoters and other allottee/s of flats/units in the Township Project.

3.6 For the purpose of facilitating the payment of the consideration the Allottee/s shall be entitled to apply for and obtain financial assistance from Banks/Financial Institutions. In no event the Promoters shall assume any liability and/or responsibility for any loan and/or financial assistance which the Allottee/s may obtain from such Bank/Financial Institutions.

3.7 The Allottee/s will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoters from any non-compliance on its part.

3A PROVISIONS RELATING TO ALLOTTEES RESIDING OUTSIDE INDIA:

- i) The Allottee/s if resident outside India shall be solely responsible to comply with the provision of the Foreign

Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provision as laid down and notified by Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.

- ii) For the purpose of remitting funds from abroad by the Allottee/s, the particulars of beneficiary are to be furnished.
- iii) The Promoters shall not be responsible towards any third party making payment/remittance on behalf of the Allottee/s and such third party shall not have any right in the Said Flat in any manner whatsoever and the Promoters shall issue the payment receipt in the name of the Allottee/s only.
- iv) For the purpose of remitting funds from aboard by the Allottee/s, the following particulars of the beneficiary have to be provided by the Allottee/s:-
 - a) Beneficiary's Name : Godrej Properties Ltd.
 - b) Beneficiary's A/c. No. : 00060310004010
 - c) Bank Name : HDFC Bank Limited
 - d) Branch Name : Navarangpura, Ahmedabad
 - e) Bank Address : Navarangpura, Ahmedabad
 - f) Swift Code : HDFCINBBAHM
- v) If the Allottee/s is non-resident/foreign national of Indian origin, foreign nationals/foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management

Act, 1999 as amended from time to time. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. The Promoters accept no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee/s after this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters.

- vi) 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 and the Promoters may at its option be entitled to exercise the recourse available thereunder. Further, the Promoters may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) 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

4. Completion of Sale & Possession :

4.1 Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon: -

- (i) completion of construction of the Said Building and/or the Said Flat is ready for occupation; and
- (ii) receipt of the Completion Certificate/Occupation Certificate/Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
- (iii) receipt of the consideration from the Allottee/s as set out in the Fourth Schedule; and
- (iv) receipt of other charges as mentioned in Annexure A hereto along with the interest on late payments; and
- (v) receipt of all amounts required to be paid by the Allottee/s

- for any additional amenities for the Said Flat; and
- (vi) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee/s.

4.2 The ownership rights to the Said Flat shall vest in the Allottee/s only after all the conditions for the completion of sale as set out in clause 4.1 are satisfied. The possession of the Said Flat shall be handed over to the Allottee/s on acquiring the ownership rights to the Said Flat.

4.3 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.

4.4 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts as chronicled in clause 3.3 and 3.4 above.

4.5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoters at his/her/its option in the said Building(s) and the Flat(s) as are set out in **Annexure 'D'**, annexed hereto.

5. **House Rules**

- a) The lobbies, entrances and stairways of the Said Building shall not be obstructed or used for any purpose other than ingress to and egress from the Said Flat.
- b) No Allottee/s shall make or permit any disturbing noises in the Township Project or do or permit anything to be done therein

which will interfere with the rights comfort or convenience of other Allottee/s. No Allottee/s shall use any loud speaker in the Said Flat if the same shall disturb or annoy other occupants of the Township.

- c) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Said Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoters/Organisation of Allottee/s.
- d) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the Said Building except as has been approved by the Promoters/Organisation of Allottee/s.
- e) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Township Project except such, as shall have been approved by the Promoters/Organisation of Allottee/s, nor shall anything be projected out of any window of the project without similar approval.
- f) Water-closets and other water apparatus in the Township Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee/s in whose flat it shall have been caused.
- g) No bird or animal shall be kept or harboured in the common areas of the Township Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Township unless accompanied.
- h) No television aerial shall be attached to or hung from the exterior of the Said Flat.
- i) Garbage and refuse from the Said Flat shall be deposited in such

place only in the Township and at such time and in such manner as the Maintenance Body/ Promoters/Organisation of Allottee/s may direct.

- j) No vehicle belonging to a Allottee/s or to a member of the family or guest, tenant or employee of the Allottee/s shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Township another vehicle.
- k) These house rules may be added to, amended or repealed at any time by the Promoters/Organisation of Allottee/s.

6. Possession of the Said Flat

- 6.1 The Promoters may complete the Said Building or any part or portion thereof and obtain full occupation certificate thereof and give possession of the Said Flat therein to the Allottee and the other flats/premises to the acquirers of such flats/premises and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/her/its/their specific consent to the same. If the Allottee is offered possession of the Said Flat in such part or completed portion of the Said Building, the Promoters and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the Said Building in which the Said Flat is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Allottee, the Allottee shall not protest object to or obstruct the execution of such work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s.
- 6.2 The Promoters shall give possession of the Said Flat to the Allottee/s on or before day of 20____. If the Promoters fail or neglects to give possession of the Said Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amount already received

by him in respect of the flat with interest at the same rate as may mentioned in the clause 3.3 herein above from the date the Promoters received the sum till the date of the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Said Flat on the aforesaid date, if the completion of building in which the Said Flat 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 competent authority / Court.

6.3 Further, in the event the Promoters are unable to file for occupation certificate / Building user on or before the date as mentioned in clause 6.2 above, for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee/s, the Promoters shall refund the amounts received from the Allottee/s along with applicable Interest from the date of payment of such amount till refund thereof.

7. Method of Taking Possession

- a) The Allottee/s shall take possession of the Said Flat within 15 (fifteen) days from the date Promoters offering possession of the Said Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Said Flat to the Allottee/s. Upon receiving possession of the Said Flat or expiry of the said 15 days from offering of the possession ("**Possession Date**"), the Allottee/s shall be deemed to have accepted the Said Flat, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoters, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date, the risk and ownership to the Said Flat shall pass and be deemed to have passed to the Allottee/s.

- b) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Said Flat within the time stipulated by the Promoters, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of [Rs. 110/-] (Rupees [One Hundred & Ten] only) per month per square meter of the Total Area of the Said Flat ("**Holding Charges**") and applicable maintenance charges 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 Said Flat shall remain locked and shall continue to be in possession of the Promoters but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- c) The Allottee/s hereby agree/s that in case the Allottee/s cancel(s) / terminate(s) this agreement and/or fail/s to respond and/or neglect/s to take possession of the Said Flat within the aforementioned time as stipulated by the Promoters then the Promoters shall also be entitled to reserve his right to forfeit the entire amount/s received by the Promoters towards the Said Flat along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Promoters' obligation of delivering possession of the Said Flat shall come to an end on the expiry of the time as stipulated by the Promoters and that subsequent to the same, the Promoters shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Said Flat.

8. Conveyance

Upon completion of the entire development of the Township Project and upon utilization of the entire FSI available, the Promoters may at their sole discretion form one or more Apex bodies which shall not be later than 2 (two) years from the date of handover all the flats in the building to respective allottee of the building and the undivided share in the Said Property and/ or Project Land would be conveyed to the proposed Organizations of Allottees of the Buildings as mentioned in clause 8 hereinabove shall become the members of such Apex body/ies. Upon formation of such Apex body the Promoters shall convey the private

roads, the common areas and facilities in the Township Project to the Allottees which shall be administered and managed by the Apex body / bodies. The Promoters at their own discretion may convey the club house, hospitals, schools, community halls etc. in the Township Project to an independent body(ies) /persons /institutions / agencies etc. The discretion of executing the Conveyance in favour of the Apex body as mentioned hereinabove and/or the time period for executing the Conveyance shall solely be of the Promoters and the Allottee shall have no objection of any nature whatsoever in respect of the same. The Allottee hereby irrevocably grants his/her/its/their consent to the proposed Organization of Allottees and Apex body and shall fully co-operate with the Promoters in the formation and registration of the proposed Organization of Allottees and Apex body and shall from time to time sign and execute all applications, forms and other papers and documents necessary for the formation and registration of the said Organization of Allottees and/or for making the Said Organization of Allottees the member of the Apex Body as stated hereinabove. The Promoters have the right to convey the common areas and facilities appurtenant to the building/s to the Allottees and the undivided land in the Said Property either to the Organization of the Allottees or to the Apex body/ies to be formed of the Organization of the Allottees. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the undivided share in the Said Property and/ or Project Land to the association or apex body / apex bodies (as the case may be), the Allottee/s shall continue to pay all the outgoings as imposed by AUDA and / or concerned authorities and proportionate charges to the Promoters from time to time.

All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all Allottee/s of apartments/flats/premises / units in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/units to the total area of all the apartment(s)/flat(s)/premises/units in the said building/s / wing/s.

9. Land Owners Covenant:

The Land Owners jointly Covenant that they shall:

- a. Provide all necessary signatures/confirmations to the Promoters

for vesting of the Said Flat to the Allottee.

- b. join in the completion of sale in favour of the Allottee at the time of execution of sale deed by providing all necessary signatures, confirmations in this regard.

10. General Representation and Warranties

Each Party represents and warrants to the other that:

- a) it has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- b) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- c) the execution, delivery and performance of its obligations under this Agreement does not and will not:
 - i. contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - ii. conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.
- d) All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

11. Formation and Working of Organization of the Allottee/s

- a) The Promoters shall form appropriate co-operative society / limited company / body or association of allottees (hereinafter and hereinafter referred to as the "**Organization of Allottees**")

which shall formulate the Rules, Regulations and Bye-laws of such Organization of Allottees of the flats developed on the Said Property and the Allottee/s shall be admitted to the membership of such Organization of Allottees. The Allottee along with other Allottee(s) of the flats in the building shall join in forming and registering the Society or Association or a Limited Company for the purpose of maintenance, management and administration of the building, to be known by such name as the Promoters 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 Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No Objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent Authority. The Allottee/s shall on demand pay to the Promoters a sum of INR ____/- (Rupees _____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Promoters in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

- b) Within 15 days after notice in writing is given by the Promoters to the Allottee that the Said Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Said Flat) of outgoings in respect of the land and buildings namely 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, chowkidars, sweepers and all other expenses necessary and incidental to the

management and maintenance of the Project Land and building/s.

- c) Until the Society or Limited Company is formed, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined, the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____ per month towards the maintenance charges. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until the same transferred to the society or the association of the limited company as aforesaid.
- d) In the event of the Organization of Allottees being formed and in the event of Allottee being admitted as a member of the Organization of Allottees before the sale of all the premises in the Said Building or Buildings the powers and authorities of the Organization of Allottees of the premises in the Said Buildings shall be subject to the overall control of the Promoters in respect of any of the matter concerning the Said Building. The Promoters shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the Allottees of such premises shall be admitted as member of the Organization of Allottees with the same rights, same benefits and subject to same obligation as the Allottee and the other members of the Organization of Allottees may be entitled/liable to any reservation of condition whatsoever and the Allottee hereby agrees to give consent to admit such Allottee/s as the members of the Organization of Allottees without raising any objection whatsoever and without demanding any additional amounts except share money. Further Promoters may become a member of the association / society / apex body to the extent of the unsold / unallotted flat/covered car parking space in the Said Building.
- e) For the purpose of managing the buildings developed on the Said Property, the Promoters shall be entitled in its absolute discretion to nominate or appoint any person, firm or body corporate body, organization or any other person (**"Facility Management**

Company”) that shall perform such functions as are required to effectively manage and maintain these buildings and the common areas and amenities. The Allottee shall pay to the Promoters / facility management company appointed by the Promoters / Organization of Allottees the proportionate share of the outgoings payable by the Allottee under this Agreement or any such outgoings applicable to the Allottee by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority. 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 association/ apex body / apex bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Promoters has or may have to enter into with the Facility Management Company. It is further expressly understood that the Promoters shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / 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 of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

- f) Except Car Park(s) allotted by the Promoters in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee/s hereby declares and confirms that except for the Car Park(s) allotted by the Promoters, the Allottee/s do/es not require any parking space/s including open car parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project vested in the him/her/it/them as of date and/or any such right, title, interest accruing even at a future date. 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 Promoters/ association / Apex Body, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and

acknowledge(s) that Promoters/the association/Apex Body shall deal with the parking space(s) in the manner association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body / the Relevant Laws.

The Promoters acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

- g) At the time of registration of conveyance or Lease of the structure of the Said Flat of the Said Building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the Society or Limited Company on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the Said Flat of the Said Building. At the time of registration of conveyance or Lease of the Project Land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the Apex Body or Federation on such conveyance or lease or any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the Apex Body or Federation.
- h) **Basement/Podiums**
The Allottee/s hereby consents to the promoters dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Promoters. The Promoters shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

12. Representations and Warranties of the Promoters

The Promoters hereby represent and warrant to the Allottee as follows:

- a) Shall construct the said Building in accordance with the Layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications as the Promoters may consider

necessary on final approval of the Township Project or otherwise as required by the concerned authority.

- b) The Promoters have a clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Township Project;
- c) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Township Project and shall obtain requisite approvals from time to time to complete the development of the Township Project;
- d) There are no encumbrances upon the Township Project except those disclosed in the title report.
- e) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Township Project except those disclosed in the title report;
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Township Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Township Project, Project Land and said Building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Township Project, Project Land, Building/wing and common areas;
- g) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- h) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project

Land, including the Township Project and the Said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

- i) The Promoters confirms that they are not restricted in any manner whatsoever from selling the Said Flat to the Allottee/s in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s;
- k) The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Township Project to the competent authorities;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received or served upon the Promoters in respect of the Project Land and/or the Township Project except those disclosed in the title report.
- m) The amounts paid by the Allottee to the Promoters as contribution towards the outgoings shall remain with the Promoters, till the Organization of the Allottees is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoters to the Organization of Allottees to be formed by the Allottees.
- n) The Promoters hereby confirm that prior to the implementation of the Act, the Promoters have adhered to all the applicable local laws and relevant other laws towards the Township Project.

13. Representations and Warranties of the Allottee/S

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Flat may come, hereby covenants, represents with the Promoters as follows :-

- a) on or before delivery of possession of the Said Flat pay to the Promoters, the Balance Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoters, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoters and such amounts agreed upon in clause no. 3.
- b) pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed;
- c) The Allottee shall use the Said Flat or any part thereof or permit the same to be used only for purpose of residence and shall not use any other purposes(s) whatsoever. The Allottee shall use the allotted parking space only for purpose of keeping or parking his/her/ their/ its vehicle;
- d) the Allottee shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the Township Project by the Promoters;
- e) not to interfere with the rights of the Promoters to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or Layout plans and laying through or under or over the ground or any part thereof, pipelines,

underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoters, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;

- f) not to raise any requisition for further documents or objection to the title and/or the rights of the Promoters in relation to the Project Land on any ground whatsoever;-
- g) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Flat;
- h) Pay to the Promoters share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoters as mentioned in Annexure "A";
- i) Confirm/declare that he/she has agreed to purchase the Said Flat after due verification of all the relevant aspects and has satisfied himself/herself in this regard.
- j) Confirm/declare that he/she shall not claim any right, title or interest in case of any additional FSI being made available to the Promoters with regard to Godrej Garden City over and above what has been contemplated herein and the Promoters shall be entitled to utilize the same as per their mutual understanding;
- k) Confirm/declare that any refund to be made under this Agreement by the Promoters to the Allottees, shall be made in favour of the First Applicant (in case of more than one

applicant/Allottee) of the Said Flat. Such refund by the Promoters in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Allottees of the Said Flat and all the applicants of the Said Flat shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoters and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoters against the remaining applicants/Allottees of the Said Flat;

- l) To maintain the Said Flat at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Said Flat is taken and shall not do or suffer to be done anything in or to the Said Building in which the Said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Said building in which the Said Flat is situated and the Said Flat itself or any part thereof without the consent of the local authorities, if required;
- m) The Allottee/s agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the Said Building and also not to store or bring and allow to be stored and brought in the Said Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee/s shall not do or cause anything to be done in or around the Said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Flat or adjacent to the Said Flat. The Allottee/s shall not make in the Said Flat any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee/s demolishes, punctures, and/or in any other way alters the existing walls and / or add or in any way put up a new concrete or masonry structure / partition in the Said Flat, since the building structure is not designed to take such load the stability of the Said Building will be endangered. The Allottee/s further indemnifies the Promoters that in the event of happening of any of the events as

mentioned above, the Allottee/s would be solely responsible for the same;

- n) To carry out at his own cost all internal repairs to the Said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Said Building in which the Said Flat is situated which may be contrary to the rules and regulations and bye-laws of the society/ concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- o) Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said Flat is situated and shall keep the portion sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Said Flat without the prior written permission of the Promoters and/or the Society or the Limited Company;
- p) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Said building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- q) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the Project Land and the Said Building in which the Said Flat is situated;

- r) Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Said building in which the Said Flat is situated;
- s) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat by the Allottee/s for any purposes other than for purpose for which it is sold;
- t) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up;
- u) The Allottee/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Said Flat in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- v) The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and Said Building or any part thereof to view and examine the state and condition thereof;

- w) The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/ communications or the sample flat / mock flat 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 same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire Said Flat in the phase and also acknowledges that the Allottee/s has/have seen all the sanctioned Layout plans and time schedule of completion of the Township Project;
- x) The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Said Flat in the phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoters in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- y) Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s to not to any make any claim against Promoters or seek cancellation of the Said Flat or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel;
- z) The Allottee/s agrees and undertakes that the Promoters 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 Said Flat and/or Car Park(s) by concerned authorities due to non-payment by the Allottee/s or any other flat Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

- aa) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Flats or of the said Project Land and the Said Building or any part thereof. The Allottee/s hereby agree that the Allottee shall have no claim save and except in respect of the Said Flat 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 same is transferred as hereinbefore mentioned.

14. Anti-Money Laundering

- a) The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the Said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time ("**Anti Money Laundering**").
- b) The Allottee/s further declare(s) and authorize(s) the Promoters 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 any material facts within his/her/their/its knowledge.
- c) The Allottee/s further agree(s) and confirm(s) that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the Said Flat neither have any claim/demand against the Promoters, 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 Promoters to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

15. Default By Allottee/s

- a) In the event, the Allottee/s fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoters shall be entitled, without prejudice to other rights and remedies available to the Promoters including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction.

- b) In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Promoters shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Promoters' policy and (e) all taxes paid by the Promoters to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale 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 may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, 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, failing which the Developer shall be entitled to

proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee/s and the Developer's right to sell/transfer the Said Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Said Flat and/or Car Park(s) and/or the Township Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or raise any disputes against the Developer and Promoter and Land Owners in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- c) Termination by Allottee/s before Possession Date: In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause 15 (b) above.

16. Brand Name & Project Name

- a) It is agreed by the Allottee/s that the name of the Township Project "_____" or of the individual towers may be changed at the sole discretion of the Promoters and the Allottee/s shall not be entitled to raise any objection to the same.
- b) It is further agreed by the Allottee/s that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("**Brand Name**") shall at all times be subject to the sole control of the Developer

i.e. Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Township Project including Project Land, the Building, as well as the association / apex body / apex bodies (which would be formed gradually), unless a different understanding is captured between GPL and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Allottee/s and the association / apex body / apex bodies of the flat and the Allottee/s shall not be entitled to change the name of the Township Project / Building/s without written consent of GPL.

17. Representations for Third Parties

The Allottee/s hereby acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoters or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee/s nor make any claims/demands on the Promoters or any of its sister concerns/ affiliates with respect thereto.

18. Fit out Manual

- a) 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 Promoters/association / apex body / apex bodies (“**Fit-Out Manual**”) and without causing any disturbance, to the other allottees of flat(s)/premises/units in the Said Building. The Fit-Out

Manual will be shared at the time of handing over possession of the Said Flat. Without prejudice to the aforesaid, if the Allottee/s make any unauthorized change or alteration or causes any unauthorized repairs in or to the Said Flat or the Said Building, the Promoters shall be entitled to call upon the Allottee/s to rectify the same and to restore the Said Flat and/or the Said Building to its original condition within 30 (thirty) days from the date of intimation by the Promoters in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoters may carry out necessary rectification/restoration to the Said Flat or the Said Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Promoters shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Promoters any such costs/charges and expenses within 7 (seven) days of demand by the Promoters, the same would be deemed to be a charge on the Said Flat. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoters (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoters or which the Promoters may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Said Flat or the Said Building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Promoters for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Said Flat or the Said Building(s)/Wing(s).

- b) Upon the possession of the Said Flat being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Promoters, its engineers, workmen, laborers or architects to enter upon the Said Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Said Building or if necessary any part of the Said Flat provided the Said Flat 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 Promoters or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Promoters shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the Said Flat as aforesaid. If the Said Flat is closed and in the opinion of the Promoters any rectification or restoration is necessary in the interest of the Said Building and/or allottees therein, the Allottee/s consent(s) to the Promoters to break open the lock on the main door/entrance of the Said Flat and the Promoters shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the Said Flat.

19. Hoarding rights

The Allottee/s hereby consents that the Promoters may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoters may deem fit and the Promoters shall deal with such hoarding spaces as its sole discretion 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 association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoters and/or by the transferee (if any).

20. Transfer

Only after payment of (i) minimum _____ percent of the Sale Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated _____, whichever is later from (i) and (ii), the Allottee/s may transfer his rights, title and interest in the Said Flat under this Agreement to any third person / entity after obtaining prior written consent of the Promoters. 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 Promoters, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of INR_____/-(Rupees _____only) per square meter plus taxes as applicable on

the Total Area of the Said Flat to the Promoters. Further, the Promoters reserves the right to allow such transfer at its sole discretion.

21. Promoters Shall Not Mortgage Or Create A Charge

After the execution of this Agreement, the Promoters shall not mortgage or create a charge on the Said Flat, and if any such mortgage or charge is made or created thereafter, 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 Said Flat.

22. Waiver

Any delay tolerated or indulgence shown by the Promoters, 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 Promoters, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Promoters 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 Promoters.

23. Binding Effect

Forwarding this Agreement with the Allottee /s by the Promoters does not create a binding obligation on the part of the Promoters 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/s and secondly appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of the its receipt by the Allottee, application of the Allottee shall be treated as canceled 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.

24. Entire Agreement

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regards to the Said Flat/ Building/ Project Land as the case may be.

25. Right To Amend

This Agreement may only be amended through written consent of the Parties.

26. Provision Of This Agreement Applicable To Allottee/S / Subsequent Allottees

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 Township Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Said Flat, in case of a transfer, as the said obligations go along with the Said Flat for all intents and purposes.

27. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Township Project, the same shall be in proportion to the Carpet Area of the Said Flat to the total carpet area of all the flats being developed in the Township Project.

29. Further Assurances

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.

30. Miscellaneous

30.1 In the event of the Said Flat being transferred by the Allottee/s to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Township Project including but not limited to Clause 13 (*Represent and warranties of the Allottee/s*), and suitable clauses to this effect shall be incorporated by the Allottee/s in the document conveying the Said Flat to such transferee/s.

30.2 Promoters shall have lien on the Said Flat in respect of any unpaid installment of the Sale Consideration (and Location Benefit Charges, if any). The payments made by the Allottee/s shall be first adjusted towards the interest due if any and only then towards the balance amount of the Total Sale Consideration payable, if any, as more particularly set out in detailed in Clause 3.4 above.

30.3 If the Allottee/s brings to the notice of the Promoters any structural defect in the Said Flat/ Said Building within a period stipulated under the Relevant Laws from the date of handing over of the Said Flat(s) to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Said Flat(s) or the Said Building in which the Said Flat is situated or any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the Promoters shall not be liable in respect of any structural defect or defects on account of workmanship, quality

or provision of service which cannot be attributable to the Promoters or beyond the control of the Promoters.

- 30.4 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 30.3), the Promoters shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
- 30.5 The Promoters shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the Township Project or any part thereof as agreed between them.
- 30.6 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in _____ after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.
- 30.7 The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.
- 30.8 That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of posting at their respective addresses specified below:

Allottee/s

Viz. _____

Notified Email ID: _____

Land Owners
Kamleshbhai Atmaram Patel
17-Ganeshpark-2,
Nirman Tower,
R. C. Technical Road,
Ghatlodia, Ahmedabad
Notified Email ID: _____

Developer
Viz. Godrej Properties Ltd.
2nd Floor, Rudra Path Complex,
Near Rajpath Club,
Sarkhej Gandhinagar Highway,
Ahmedabad – 380 059
Notified Email ID: notice@godrejproperties.com

SIDDHI
Viz. Shri Siddhi Infrabuildcon LLP
D-1001, Ganesh Meridian,
Opposite Amiraj Farm,
Nr. New Gujarat High Court,
Sarkhej Gandhinagar Highway,
Ahmedabad- 380 060
Notified Email ID: _____

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

31. Joint Allottee/S

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

32. Stamp duty and Registration charges

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s.

33. Arbitration

In case the Parties are unable to settle their disputes amicably within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Ahmedabad.

34. Governing Law

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Ahmedabad courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove mentioned.

SIGNED AND DELIVERED)
By the within named Land Owners)
1. Kalpeshbhai Atmaram Patel)
2. Kamleshbhai Atmaram Patel)
3. Mukeshbhai Keshavlal Patel)
4. Chetnaben Mukeshbhai Patel)
5. Ramilaben Bharatbhai Patel)
6. Darshan Jayantibhai Patel)
7. Sanjay Jayantilal Patel)
8. Kalpesh Bharatkumar Patel)
All through their Power of Attorney Holder)
Mr. Kamlesh A. Patel)
9. Shree Siddhi Infrabuild Private Limited)
Through its Authorized signatory)
Mr. Kamlesh A. Patel)
10. Sursuta Co.op. Housing Society Ltd.)
Through its Authorized signatory)
Mr. Kamlesh A. Patel)

SIGNED AND DELIVERED)
By the within named)
SHREE SIDDHI INFRABUILDCON LLP)
Through its authorized signatory)
Mr. Kalpesh B. Patel)

SIGNED AND DELIVERED)
By the within named Developer)
GODREJ PROPERTIES LIMITED)
Through its authorized signatory)

SIGNED AND DELIVERED)
By Allottee/s)
1.)
2.)

3.)
4.)

WITNESSES:

1. _____
()

2. _____
()

FIRST SCHEDULE
(Description of the free hold land –Said Property)

All those pieces and parcels of land bearing Final Plot No. G-3 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), all the above parcels, situate, lying and being at Village: Jagatpur, Taluka: Ahmedabad City - West, District: Ahmedabad in the Registration District and Sub District of Ahmedabad – 8 (Sola),.

×

SECOND SCHEDULE
(Description of Said Flat)

Residential Flat bearing No. ____ admeasuring ____ sq. meters of carpet area and ____ sq. meters of exclusive area ("**Total Area**") on the ____th floor in the building known as **Vrindavan** ____ alongwith proportionate right in common areas, amenities and facilities of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and ____ stilt/ covered car parking space(s) / NIL basement car parking space(s) in the basement of the Said Building and common facilities in the Cluster, constructed on Final Plot No. **G-3** within the limits of the Village: Jagatpur, Taluka: Ghatlodia (erstwhile Ahmedabad – West) & District Ahmedabad, and bounded as follows:

East-

West-

North-

South-

THIRD SCHEDULE

Common Area and Facilities

FOURTH SCHEDULE

Total Sale Consideration

- (i) The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fees and hereby agreed to pay to that _____ the balance amount of Rs. _____/- (Rupees _____ only) in following manner:-
- (ii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____ after the execution of Agreement.
- (iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the said flat is located.
- (iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____ on completion of the slabs including podiums and silts of the building or wing in which the said flat is located.
- (iv) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the said flat.
- (v) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.
- (vi) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external

plaster, elevation, terrace with waterproofing, of the building or wing in which the said flat is located.

- (vii) Amount of Rs./- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ on completion of the 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 the Agreement of sale of the building or wing in which the said flat is located.
- (viii) Balance Amount of Rs./- (Rupees _____ only) against and at the time of handing over of the possession of the flat to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

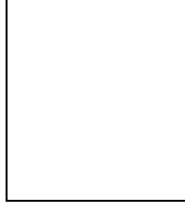
SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

PHOTO

THUMBMARK

Land Owners

Parties at Serial Nos. 1 to 8
Through their Power of Attorney
Holder,
Mr.Kamleshbhai Atmaram Patel



Party at Serial No 9
Through its Authorized Signatory
Mr.Kamleshbhai Atmaram Patel

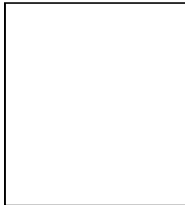


Party at serial no. 10
Through its Authorised Signatory
Mr. Kamlesh A. Patel



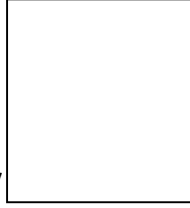
Shree Siddhi Infrabuildcon LLP

Shree Siddhi Infrabuildcon LLP
Through its Authorized Signatory
Mr.Kalpesh B. Patel



Developer

Godrej Properties Limited
Through its Authorized Signatory
Mr. _____

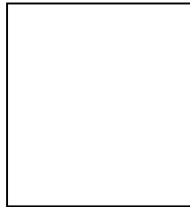


Allottee/s/s

PHOTO

**THUMB MARK
(Use Left Hand
& Black Ink
Only)**

1. Y _____
()



2.Y _____
()



ANNEXURE A
(Payment of Other Charges by the Allottee/s)

Sr.No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for ____ months.	
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer	
	Total:	

The Allottee/s shall on demand pay to the Developer the following amounts:-

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body	
(ii)	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	

(iii)	Estimate amounts for deposit towards water connection charges	
(iv)	Estimate amounts for deposit towards electric connection charges	
(v)	Estimate amounts for deposit towards gas connection charges	
(vi)	Estimate amounts for deposit towards other utility / services charges	
(vii)	Estimate amounts for deposits 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 society or limited company / federation / Apex Body	
(ix)	Estimate amounts towards legal charges for documentation which shall be payable _____	
	Total:	

Annexure – B

Copy of Registration Certificate obtain from Real Estate Regulatory Authority

Annexure – C

Layout

ANNEXURE D

(Description of the fixtures, fittings and amenities to be provided in the said Flat and the Building)

Godrej Garden City		
Specifications		

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Annexure – E

Title Report/ certificate