

**DEED OF SALE**

**THIS DEED OF SALE (“Deed”)** is entered into at Ahmedabad on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_:

**BETWEEN**

Shree Siddhi Infrabuild Private Limited, PAN: 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. hereinafter referred to as “Land Owner” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns)], through its Authorized Signatory Mr. Kalpesh B Patel vide Board Resolution dated \_\_\_\_\_ of the FIRST PART;

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**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, Opp. Amiraj Farm, Nr. New Gujarat High Court, Sarkhej-Gandhinagar Highway, Ahmedabad – 380 060, hereinafter referred to as “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / [partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns]), through its authorized representative Mr. Kalpesh B Patel. authorized vide Board Resolution dated \_\_\_\_\_ 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 regional office at Second Floor, Rudrapath Complex, Near Rajpath Club, Sarkhej-Gandhinagar Highway, Ahmedabad-380 059, herein after referred to as “**Godrej**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / [partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner] and their assigns), through its authorized representative Mr. Vishal Nanda authorized vide Board Resolution dated 28<sup>th</sup> June, 2018 of the **THIRD PART;**

**AND**

1. (First Applicant)\_\_\_\_\_

PAN: \_\_\_\_\_, Aged Adult, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. (Second Applicant)\_\_\_\_\_

PAN: \_\_\_\_\_, Aged Adult, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X

3. (Third Applicant)\_\_\_\_\_

PAN: \_\_\_\_\_, Aged Adult, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. (Fourth Applicant)\_\_\_\_\_

PAN: \_\_\_\_\_, Aged Adult, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter together referred to as the **“Purchaser”** (which expression shall, wherever the context so requires or admits, mean and include his/ her/ their/ 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, Developer, Godrej and the Purchaser, where so the context permits, are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

**WHEREAS:**

- A.** The Developer and Godrej were desirous of developing a special township by and under the name **“Godrej Garden City”** upon all those pieces and parcels of land bearing Block Numbers 15/C, 16, 17, 18/A, 19/A, 21/A, 23, 24, 25, 27, 28, 29/A, 29/B, 30, 32, 33, 34/P, 38, 43, 44, 45, 46, 54/C, 55/P, 56, 61, 66/P, 67, 68, 71, 72, 73, 75/A, 76/P, 81, 82, 83, 84, 85, 86/A, 86/B, 86/C, 87/B, 87/C, 88/A, 88/B, 93/B, 95, 96, 100, 117, 119 and 120 and 31, 41, 65, 77 and 89 and 22, 26, 69, 70 and 92/P, 55/P situate, lying and being at Village: Jagatpur, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad **and** Survey No. 150/2, 151, 152/2 situate, lying and being at Village: Chenpur, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad **and** Survey No. 7, 11/3, 18/P, 21/3/2, 28/1, 28/2, 34, 35/2, 37, 42, 45, 47/1, 48/1/A, 49/P, 50/5/P, 50/7, 55/1, 56, 58/1, 60/2, 61/1/P, 62, 63/P, 64/2, 65/6, 65/8, 65/9 and 67/3 situate, lying and being at Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad and the aforementioned lands have been included in the Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), and

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has been allotted Final Plot Numbers G-1 to G-9, G-11 to G-13, G-15, G-10, 170, 122, 169, 196, 125, 156/2, G-14, G-1 and G-2 respectively, hereinafter referred to as **“the Larger Property”**;

- B.** 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 namely land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 Final Plot No. G-2 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad forming a part of the Larger Property situate, lying and being at Village: 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.
- C.** The Land Owners have, as per their understanding with Shree Siddhi Infrabuild Private Limited (**“Developer”**) and vide Memorandum of Understanding dated 24<sup>th</sup> November, 2007, authorised Developer to deal with their rights, title and interest in the Said Property including to receive the consideration in that regard;
- D.** 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. the Developer, 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 Developer. Further, all the acts undertaken by the Erstwhile Company are now deemed to have been undertaken by Developer, and all agreements executed by it set out hereunder shall be deemed to have been executed by the Developer;
- E.** In pursuance of the understanding as provided in the AGDR, the Developer executed Development Agreements, in respect of various parcels of land including land forming a part of the Larger Property, dated 2nd September, 2008; 13<sup>th</sup> April, 2009; 16th January, 2010; 25th March, 2011; 13th June, 2011 and 12th August, 2011 and 11th of October, 2017 and including supplemental agreements dated 13th April, 2009, 11th May, 2010, 25th March, 2011, 11th May, 2010, 12th August, 2011 and other incidental

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documents for grant of development rights to the Godrej (hereinafter referred to as the “Development Agreements”) where under the Godrej has acquired development rights to various parcels of land bearing Block Numbers 28p (area 10,471 sq. mtrs.), 32, 30, 41, 33, 27, 31, 62/A (previously 62/P), 65, 66/P, 82, 84, 15/C (previously 15/P), 72, 73, 77, 86A, 86B, 87B, 87C, 100, 16 , 17, 67, 71, 83, 19/A (previously 19), 43, 44, 46, 54/C (previously 54/P ), 56, 88A, 88B, 120, 29A, 81, 93B, 89, 25, 21/A (previously 21), 23, 24, 61, 117, 18/A (previously 18), 29/B, 26, 45, 85, 86C, 92 p, 119, 28p (area: 13,192 sq. mtrs.) and 75/A (previously 75), 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 (previously 150/P), 151, 152/2 (previously 152/P) 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 (previously 42/P), 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 “entire 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, Ahmedabad dated 20.12.2014

- F. Simultaneously with the execution of the respective Development Agreements, the Erstwhile Company executed irrevocable Powers of Attorney dated 2<sup>nd</sup> September, 2008; 13<sup>th</sup> April, 2009; 16<sup>th</sup> January, 2010; 25<sup>th</sup> March, 2011; 13<sup>th</sup> June, 2011 and 12<sup>th</sup> August, 2011 in favour of Godrej authorizing to do all acts, deeds, matters and things for the development as contemplated in the Development Agreements including the right to market and sell the premises to be constructed on the Project Land by the Developer, to enter into agreement(s) with the prospective purchaser(s) of the constructed premises, receive sale proceeds in respect thereof, form the association/ society of such purchaser of the constructed premises as per the prevailing laws and ultimately convey the Said Property to the purchaser / body of purchaser / society / association in respect of the Said Property (hereinafter referred to as the “**Power of Attorney**”);

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- G. The Developer had applied to the concerned authority for the development of the Township under the Township Policy of the Government of Gujarat ("**the Special Township Policy**") as amended from time to time;
- H. Pursuant to the application made for the Township, Urban Development and Urban Housing Department, Government of Gujarat has in principle granted the permission for a Residential Township Project vide its Order bearing no. PRCH-112010-M-532-L dated October 16th, 2010. Thereafter, AUDA vide its letter dated 24<sup>th</sup> December, 2010 approved the Township Project in pursuance of the permission of the Urban Development and Urban Housing Department, Government of Gujarat;
- I. In furtherance thereto, the Developer had proposed a layout plan ("**Layout**") for the development of the said Land, and the Developer had made an application to the [Ahmedabad Urban Development Authority] ("**AUDA**") for the sanction of the entire proposed Layout of the said project land, which proposed Layout has been sanctioned by [AUDA];
- J. The Developer has also obtained Commencement Certificate bearing Ref. PRM/48/6/2020/146 dated 03<sup>rd</sup> July, 2020 (annexed and marked hereto **Annexure F**) 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/ commercial buildings and other facilities from AUDA permitting the construction/ development of the Project Land which is annexed hereto and marked as **Annexure "A"**;
- K. State Level Environment Impact Assessment Authority, Gujarat, vide its letter bearing reference number (1) SEIAA/GUJ/EC/8(b)/24/2010 dated 16<sup>th</sup> December, 2010 (2) SEIAA/GUJ/EC/8(b)/308/2012 dated 1<sup>st</sup> November, 2012, and (3) SEIAA/GUJ/EC/8(b)/68/2013 dated 16<sup>th</sup> April, 2013 (4) F.NO.21-260/2017-IA-III dated 30<sup>th</sup> December, 2019 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, Ahmedabad Urban Development Authority, Ahmedabad has issued a Revised Master Plan dated 20.12.2014, depicting the revised plan of the said Township, 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, 125, 169, 170, 196 and 156/2;

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- M. Pursuant to the permission from concerned Authorities, the Developer has constructed a number of buildings of various specifications as per the approved building plans on the Said Property as a part of the Township Project "**Godrej Garden City**";
- N. The Purchaser/s has expressed his willingness to purchase a commercial unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. metres of Carpet Area ("**said Unit**") on the **Ground Floor** in the building known as \_\_\_\_\_ being constructed on the portion of the Said Property (hereinafter referred to as the "**Said Building**") for the purpose of carrying on the business of \_\_\_\_\_ ("**said Purpose**"), falling under plot given Final Plot No. **G-2** (as per Revised Master Plan dated 20.12.2014) of Town Planning Scheme No. 65, and has applied to the Developer/Godrej for allotment of the said Unit which is more particularly described in the **Second Schedule** hereunder;
- O. Pursuant to the aforesaid application by the Purchaser/s, the Developer has issued the Letter of Allotment dated \_\_\_\_\_, thereby allotting the Said Commercial unit bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor in the Building(s)/ Wing(s)/ Name XXXXXX -\_\_ 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 Developer herein to the Purchaser/s herein;
- P. Consequently, the Developer has executed an Agreement for Sale ("**Agreement**") (without possession) dated \_\_\_\_\_, duly registered with the Sub-Registrar of Assurances at Sola under Registration No. \_\_\_\_ with, Developer / Godrej and the Land Owners for acquisition of the Flat bearing No. \_\_\_\_ admeasuring \_\_\_\_\_ sq. meters of carpet area and \_\_\_\_\_ sq. meters of exclusive area ("**Total Area**") on the \_\_\_\_ floor in the Said Building along with proportionate rights in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and \_\_\_\_\_ stilt car parking space(s) / **NIL** basement car parking space(s) ("**Car park(s)**") in the basement of the building for a consideration of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ Only**) (hereinafter referred to as the "**Sale Consideration**"). The Said unit is more particularly described in the **Second Schedule** hereunder written. For the purpose of this Deed, the term "**Cluster**" shall mean and comprise of all buildings similar to the Said Building having certain common areas, facilities and amenities and more specifically

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mentioned in the **Annexure “B”**;

- Q.** The Carpet Area of the said Unit is \_\_\_\_\_ square meters and Exclusive Areas of the said unit is \_\_\_\_\_ square meters (“Total Area”). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the unit and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said unit for exclusive use of the Purchaser/s.
- R.** The authenticated copies of the plan of the Said Unit agreed to be purchased by the Purchaser/s, as sanctioned and approved by [AUDA] have been annexed and marked as **Annexure “C”**. The specification to be provided in the Said Unit is hereto annexed and marked as **Annexure “D”**. The Common Areas, Amenities and Facilities appurtenant to the said Unit is hereto annexed and marked as **Annexure B**;
- S.** On or before execution of the aforesaid Agreement for Sale, the Purchaser has inspected all the title documents and the permissions granted by the concerned local authorities, the layout plans, approved building plans, designs and specifications prepared by Developer’s Architect for the Said Building. The Purchaser is satisfied that the Developer is entitled to develop the Township Project and construct Said Building therein and has therefore agreed to purchase the Said Unit;
- T.** The Developer has registered the Project (to the extent applicable) 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 Deed 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 “E”**;

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- U. The Developer has appointed M/s.\_\_\_\_\_, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- V. The Developer has appointed M/s.\_\_\_\_\_, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/ buildings;
- W. The Developer has sole and exclusive right to sell the Said unit in the said Building/s to be constructed by the Developer and to enter into Agreement/s with the Purchaser/s of the Said unit and receive the Sale Consideration in respect thereof;
- X. On demand from the Purchaser/s, the Developer / Godrej has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- Y. The authenticated copy of Certificate of Title issued by attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms 7/12, 8A and Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Developer to the Project Land on which the Unit is constructed have/ has been also been inspected by the Purchaser/s and the Purchaser/s is/ are satisfied in respect thereof;
- Z. Vide various NA orders passed by the District Collector, Ahmedabad for block nos. 21/A, 47/1, 48/1/A, 50/5/P, 55/1 & 56 being (1) dated 12.08.2011 bearing no. J/SR./NA/ASR No.28/A. NO. 433068/2011 (2) dated 24.09.2008 bearing no. CB/LAND/NA/SR-133/2008-2009 (3) dated 06.03.2009 bearing no. NA/TBA/SR. 65/TRAGAD/SR. NO. 23/2008-09 (4) dated 24.09.2008 bearing no. CB/LAND/NA/SR. NO. 122/2008-09 (5) dated 21.08.2018 bearing no. CB/LAND/NA/SR-456/2018 (6) dated 03.11.2009 bearing no. CB/LAND-2/NA/SR-394/C-68135respectively, the Larger Property was converted into non-agricultural land for the purposes of residential use, subject to conditions stated therein.
- AA. The authenticated copy of the Layout plan of the Land as proposed by the Developer is also annexed hereto and marked as **Annexure "F"**; and

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**BB.** The Developer has now completed the construction of the Said Building and has obtained the Building Use Permission bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ with respect to the Said Building. Vide a notice dated \_\_\_\_\_ the Developer/Godrej had intimated the Purchaser that the construction of the Said Unit is complete and the same is ready for use and occupation calling upon the Purchaser to satisfy himself/ herself/ itself/ themselves with regard to the construction of the Said Unit and the fixtures, fittings and other amenities provided in the Said Unit. Also by the aforesaid notice the Developer and /or Godrej has called upon the Purchaser to execute and register this Deed and take over the lawful, vacant, peaceful, physical possession of the Said Unit;

**CC.** The Purchaser before execution of this Deed has satisfied himself/ herself/ itself/ themselves as to the following :-

- (a) The carpet area of the Said Unit.
- (b) Construction of the Said Building and the Said Unit.
- (c) The fittings and fixtures installed.
- (d) Completion and finishing of the Said Unit.
- (e) The supply of water and electricity.
- (f) The common facilities and amenities of the Said Building and the Cluster.

**DD.** Accordingly, the Parties herein are desirous of recording the terms and conditions on which the Developer and Godrej shall sell and convey the Said unit and the garage/covered parking (if applicable) to the Purchaser and have therefore entered into this Deed on the terms and conditions set out herein:

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

**1. Construction**

- a) The Developer has constructed the Building(s)/ Wing(s)/ Names no. \_\_\_\_\_ consisting of \_\_\_\_\_ basement and ground/ stilt/ podium and \_\_\_\_\_ upper floors comprised in the Project Land/ Said Property in accordance with the plans, designs and specifications as approved by AUDA from time to time. In case of any major alteration or variation or modification in the layout of the Said Property, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

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- b) Developer/Godrej has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project Land is being developed by the Developer in a segment-wise/ phase-wise manner to be determined by the Developer/Godrej in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Developer/Godrej may, at any time, vary/ modify the Layout plan except for the Cluster/ Said Property in such manner as the Developer/Godrej may deem fit, in its sole discretion. Subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid Cluster/ Said Property if required by the concerned authorities.
- c) 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 set out in the Annexure B, may be accessible by the Purchaser only on payment of extra charges as may be decided from time to time by the Developer / Godrej / Co-operative Society or limited company formed by the Flat Owners. It is further agreed that the Purchaser shall not be entitled to any right in such further areas developed and/ or facilities and amenities provided by the Developer and the same shall be a property of Developer/ Godrej.
- d) That the Purchaser confirms that with the execution of this Deed, all the obligations of the Developer / Godrej under the Agreement for sale (without possession) dated \_\_\_\_\_ have been fulfilled in full and stand discharged.
- e) The Developer and Godrej may provide additional common facilities such as roads, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, club, gym, community hall, playground, multilevel car parking space and other amenities to the purchasers of the aforesaid Cluster, which shall be part of a common integrated development in the Township Project and the Purchaser/s shall not have any objection to it. The Purchaser shall have the right to use only the amenities developed in the aforesaid Cluster, which are specifically mentioned herein this Clause (whichever is provided). Apart from the amenities developed in the aforesaid Cluster, which are specifically mentioned herein, the Purchaser shall not hold any right whatsoever to use and enjoy any other amenities developed and maintained by Developer / Godrej in Godrej Garden City, and the

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Purchaser shall not raise any kind of dispute/ objection with regard to the same.

## 2 Sale Area

- a) In pursuance of payment of the Sale Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by the Purchaser to Developer/Godrej (the payment and receipt whereof the Land Owners/ Developer and the Developer/Godrej doth hereby admit and acknowledge and of and from the same and every part thereof, do hereby forever acquit, release and discharge the Purchaser), the Land Owners, Developer and Godrej hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF ABSOLUTE SALE, free from all encumbrances, charges and claims of whatsoever nature the Said Unit bearing No. \_\_\_\_\_ of the type \_\_\_\_\_ of Carpet Area admeasuring \_\_\_\_\_ sq. meters alongwith exclusive area of the Said Unit \_\_\_\_\_ sq. meters ("**Total Area**") on the \_\_\_\_\_ floor in the Said Building i.e. \_\_\_\_\_ along with proportionate rights in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and \_\_\_\_\_(\_\_\_\_)\_\_\_\_\_ stilt Car Parking space(s) / \_\_\_\_\_ basement car parking space(s) in the basement of the Said Building. The Said unit is more particularly described in the Second Schedule hereunder written.
- b) The Parties hereby declare that hereafter the Purchaser shall be the absolute, lawful and true owner of the Said unit and shall hold and enjoy the Said unit absolutely and exclusively and enjoy and use the common areas of the Said Building like passage, foyer, terrace, stairs, lifts etc. in common along with all other purchasers/ co-owners.
- c) The promoters shall not have terrace rights after Building use permission has been obtained, such rights if any will be enclosed by the society of buyers.
- d) The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Said unit to be provided by the Developer in the said Building(s)/Wing(s) and the Said unit as are set out in **Annexure D**, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.

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### 3 Sale Consideration

Towards purchase of the absolute rights, title and interest in the Said Unit, the Purchaser has paid developer the Sale Consideration i.e. a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as mentioned below.

(Details of payment of Sale Consideration)

### 4 Taxes

The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of unit. Taxes shall be payable by the Purchaser/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developers from and against the same.

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,*

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and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

- **“Cess”** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.

For the purpose of this Agreement, **“Relevant Laws”** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

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

## 5 Payment of Other Charges

- a) The Purchaser/s shall on or before delivery of possession of the said Unit deposit and keep deposited with the Developer the following amounts, which shall be transferred to the society/ / Apex Body:-

| Sr. No. | Particulars                                                                                                                          | Rupees |
|---------|--------------------------------------------------------------------------------------------------------------------------------------|--------|
|         | Estimate amounts of Maintenance for provisional monthly contribution towards outgoings of Service Society / Apex Body for 24 months. |        |
| A       | Maintenance towards cluster                                                                                                          |        |
| B       | Maintenance towards township                                                                                                         |        |
| C       | Maintenance towards corpus                                                                                                           |        |
|         | <b>Total:</b>                                                                                                                        |        |

- b) The Purchaser/s shall on demand pay to the Developer / Godrej the following amounts:-

| Sr.No. | Particulars | Rupees |
|--------|-------------|--------|
|--------|-------------|--------|

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|        |                                                                                                                       |  |
|--------|-----------------------------------------------------------------------------------------------------------------------|--|
| (i)    | Estimate amount for share money, application entrance fee of the society or / Apex Body                               |  |
| (ii)   | Estimate amount for formation and registration of the society / 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 / Apex Body |  |
| (ix)   | Estimate amounts towards legal charges for documentation which shall be payable _____                                 |  |
|        | <b>Total:</b>                                                                                                         |  |

The Purchaser/s shall on demand pay to the Developer (as the case maybe) a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Developer in connection with formation of the society/ Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

## 6 Completion of Sale & Possession

Post execution and registration of this Deed and upon updation of records of the authorities, the Developer shall hand over the vacant possession of the Said Unit to the Purchaser and the Purchaser hereby admits and acknowledges the same and has handed over to Developer / Godrej the possession receipt in respect thereof.

## 7 Outgoings

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- a) The Purchaser/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 Purchaser/s shall continue to pay all the outgoings as imposed by AUDA and/ or concerned authorities and proportionate charges to the Developer / Godrej from time to time. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to Developer/Godrej provisional monthly contribution as determined by the Developer / Godrej from time to time. The amounts so paid by the Purchaser/s to Godrej shall not carry any interest and remain with Godrej until a conveyance in favour of common association as aforesaid is executed. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
- b) The amounts paid by the Purchaser/s to the Developer / Godrej as contribution towards the outgoings shall remain with the Developer / Godrej, till the organization of the Purchaser/ Association (as defined below) is formed. The aforementioned amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Developer / Godrej to the Organization of the Purchaser/ Association to be formed by the Purchaser.
- c) Developer / Godrej shall maintain a separate account in respect of sums received from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

## **8 Defect Liability Period**

- 8.1 If the Purchaser/s brings to the notice of the Developer any structural defect in the Said Unit/Said Building in which the Said Unit is situated within a period of 5 years from the date of handing over of the said unit to the Purchaser/s, any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. However, Parties agree and confirm that the decision of the Developer's/Godrej's

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architect shall be final in deciding whether there is any actual structural defect in the Unit / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

- 8.2 Provided that the Developer/Godrej 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 Developer or beyond the control of the Developer/Godrej. After the execution and registration of this Deed, any damage due to wear and tear of whatsoever nature is caused to thereto save and except the defects as mentioned herein, the Developer/ Godrej shall not be responsible for the cost of re-instating and/ or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

## **9 Association Structure/ Organisation of Purchasers**

- 9.1 The Developer shall form appropriate co-operative service society under rules and regulations of the Gujarat Cooperative Societies Act, 1961 (hereinafter and hereinafter referred to as the “**Organization of Purchaser/s**”) which shall formulate the Rules, Regulations and Bye-laws of such Organization of Purchaser/s of the Purchaser/s of the flats developed on the Said Property and the Purchaser/s shall be admitted to the membership of such Organization of Purchaser/s. The Purchaser/s along with other Purchaser/s of the units/flats/Apartments in the building/cluster shall join in forming and registering the Society for the purpose of maintenance, management and administration of the building/cluster, to be known by such name as the Developer / Godrej 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer / Godrej within seven days of the same being forwarded by the Developer/Godrej to the Purchaser/s, so as to enable the Developer/Godrej to register the common organization of Purchaser/s.
- 9.2 No Objection shall be taken by the Purchaser 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.

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- 9.3 After the execution and registration of this Deed, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Said Unit) 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.
- 9.4 In the event of the Organization of Purchaser being formed and in the event of an Purchaser being admitted as a member of the Organization of Purchaser before the sale of all the premises/flats/units in the Said Property the powers and authorities of the Organization of Purchasers of the premises/flat/units in the Said Property shall be subject to the overall control of the Developer/Godrej in respect of any of the matter concerning the Said Property. The Developers / Godrej 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 Purchaser of such premises shall be admitted as member of the Organization of Purchaser with the same rights, same benefits and subject to same obligation as the Purchaser and the other members of the Organization of Purchasers may be entitled/ liable to any reservation of condition whatsoever and the Purchaser hereby agrees to give consent to admit such Purchaser as the members of the Organization of Purchaser without raising any objection whatsoever and without demanding any additional amounts except share money. Further the Developer / Godrej may become a member of the association / society / apex body to the extent of the unsold/ unallotted flat/covered car parking space situated in the Said Larger Property.
- 9.5 With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, the Developer/Godrej at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 13 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer/Godrej may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Developer/Godrej may, in its discretion

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provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.

- 9.6 Except Car Park(s) allotted by the Developer in accordance to this Agreement, the Purchaser/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the relevant laws. The Purchaser/s hereby declares and confirms that except for the Car Park(s) allotted by the Developer, the Purchaser/s do/es not require any parking space/s including open car parking space(s) and accordingly the Purchaser/s waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space(s) in the Township Project. The Purchaser/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer/ association / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/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 Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

## **10. Conveyance**

- 10.1 Upon completion of the entire development of the Township Project and upon utilization of the entire FSI available, the Developer / Godrej 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/ apartments in the building to respective purchaser/s of the building and the residue undivided share in the Said Property and/ or Project Land would be conveyed to the proposed Organizations of Purchaser/s of the Buildings as mentioned in clause 11 herein shall become the members of such apex body/ies. Upon formation of such apex body the Developer / Godrej shall convey the private roads, the common areas and facilities in the Township Project to the Purchaser/s which shall be administered and managed by the apex body / bodies. The Developer/ Godrej 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

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time period for executing the Conveyance shall solely be of the Developer / Godrej and the Purchaser/s shall have no objection of any nature whatsoever in respect of the same. The Purchaser/s hereby irrevocably grants his/ her/ its/ their consent to the proposed Organization of Purchaser/s and Apex body and shall fully co-operate with the Developer / Godrej in the formation and registration of the proposed Organization of Purchaser/s 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 Purchaser/s and/or for making the Said Organization of Purchaser/s the member of the apex Body as stated hereinabove. The Developer / Godrej have the right to convey the common areas and facilities appurtenant to the building/s to the Purchaser/s and the including but not limited to the residue undivided land in the Said Property either to the Organization of the Purchaser/s or to the apex body/ies to be formed of the Organization of the Purchaser/s. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the residue undivided share in the Said Property and/ or Project Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by AUDA and/ or concerned authorities and proportionate charges to the Developer / Godrej from time to time.

10.2 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 Purchaser/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.

## **11. Facility Management Company**

- a) By executing this Deed, the Purchaser/s agree/s and consent/s to the appointment by the Developer / Godrej of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Said Property inclusive of the Said Building together with other buildings and shall perform such functions as are required to effectively manage and maintain these buildings and the common areas and amenities like , sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer/ Godrej may require to install, operate and maintain common areas, amenities, common facilities, car

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parking areas and open spaces. The Facility Management Company/ Developer/ Godrej shall also be entitled, to collect the outgoings including the outgoings applicable to the Purchaser by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority, provisional charges, taxes, levies and other amounts in respect of the Said Building (including the Purchaser's proportionate share of the outgoings as provided in this Deed). 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/ society. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer/ Godrej has or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Developer will novate the facility management agreement ("FM Agreement") in favor of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer/ Godrej shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies/ society 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 Said Building and/or common areas, amenities and facilities thereto.

- b) Simultaneous with the execution of this Deed hereof, the Purchaser has paid an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards the pre-estimated amount of maintenance charges. Out of the said Rs. \_\_\_\_\_/-, a sum of Rs. \_\_\_\_\_/- has been hereinafter collected for maintenance of cluster, a sum of Rs. \_\_\_\_\_/- has been hereinafter collected for township maintenance which will go to Apex body/Developer/Godrej for the maintenance of common areas of the township and Rs. \_\_\_\_\_/- is charged as corpus which will be handed over to the service society/Organization of purchaser/s.

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c) The Purchaser hereby acknowledges that the Maintenance Amount shall be utilized as under:

(i) An amount of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**) shall be utilized towards maintenance of the Cluster by the Facility Management Company (hereinafter referred to as "**Maintenance 1**");

(ii) An amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) shall be utilized towards maintenance of township (hereinafter referred to as Maintenance 2)

Upon formation of the Organisation of Purchasers/ Association and/or the Society (as the case may be), the Facility Management Company shall hand over the balance amount, if any, of the Maintenance 1 and Maintenance 2 or aforesaid Maintenance deposit to the Organisation of Purchasers/Service Society/Apex Body/Developer/Godrej respectively.

PROVIDED THAT in the event the Maintenance 1, Maintenance 2 and Maintenance deposit is not sufficient to meet the maintenance expenses and outgoings of the Said Building, the Cluster and/or the Township (as the case may be), the Purchaser shall contribute such amount, as may be required by the Facility Management Company/ Organization of Purchasers/ Society (as the case may be) so as to meet the aforesaid maintenance expenses and outgoings in monthly, quarterly or any instalments as required. The Purchaser shall within seven days of the receipt of demand notice from the Facility Management Company/ Organization of Purchasers/ Society make payments towards aforesaid proportionate maintenance charges for the maintenance of the Said Building, Cluster and/ or the Township;

(iii) Any unutilized amount standing to the credit of the Facility Management Company, at the time of handing over of the maintenance of the Township to the competent authority as per applicable law, after deducting there from all expenses and outgoings incurred by the Facility Management Company

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from the Maintenance Advance, shall be handed over by the Facility Management Company to the various societies with respect to the clusters in the Township.

- d) The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Developer / Godrej/ Facility Management Company.
- e) The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer / Godrej / Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the Said Unit by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer / Godrej / Facility Management Company and other purchasers of apartment(s) / flat(s) / premises /units in the Building(s)/Wing(s) and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer / Godrej / Facility Management Company and other purchasers of apartment(s) / flat(s) / premises /units in this regard.

## **12. Occupancy 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 Unit.
- b) No Purchaser/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 Purchaser /s. No Purchaser/s shall use any loud speaker in the Said Unit 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 Developer / Godrej / Organisation of Purchaser/s.

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- 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 Developer / Godrej / Organisation of Purchaser /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 Developer / Godrej / Organisation of Purchaser/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 Purchaser/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 Unit.
- i) Garbage and refuse from the Said unit shall be deposited in such place only in the Township and at such time and in such manner as the Maintenance Body Developer / Godrej / Organisation of Purchaser/s may direct.
- j) No vehicle belonging to a Purchaser/s or to a member of the family or guest, tenant or employee of the Purchaser/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.

These occupancy rules may be added to, amended or repealed at any time by the Developer / Godrej /Organisation of Purchaser /s.

### **13. Fit out Manual**

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- a) The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/ interior work strictly, in accordance, with the rules and regulations framed by the Developer/ Godrej / association / apex body / apex bodies / society ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of apartment(s)/ flat(s)/ premises/ units in the Said Building. The Fit-Out Manual has been shared at the time of handing over possession of the Said unit alongwith the execution and registration of this Deed. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Said unit or the Said Building, the Developer/ Godrej shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Said unit and/or Said Building to its original condition within 30 (thirty) days from the date of intimation by the Developer/ Godrej in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer/ Godrej may carry out necessary rectification/ restoration to the Said unit or the Said Building (on behalf of the Purchaser/s) and all such costs/ charges and expenses incurred by the Developer/ Godrej shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer/ Godrej any such costs/ charges and expenses within 7 (seven) days of demand by the Developer/ Godrej, the same would be deemed to be a charge on the Said unit. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer / Godrej (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer / Godrej or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Said unit or the Building(s)/ Wing(s) and (ii) for all costs and expenses incurred by the Developer / Godrej for instituting any legal proceedings for recovery of such costs / charges and expenses incurred by it for rectification / restoration to the Said Apartment/ Flat or the Building(s)/ Wing(s).
- b) After the execution and registration of this Deed, the Said unit being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer/ Godrej, its engineers, workmen, labourers or architects to enter upon the Said unit 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 unit provided the Said unit is restored

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to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser/s or his agents and the Purchaser/s shall reimburse and/or pay to the Developer / Godrej or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Developer/ Godrej shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Said unit as aforesaid. If the Said unit is closed and in the opinion of the Developer/ Godrej any rectification or restoration is necessary in the interest of the Said Building and/or purchasers therein, the Purchaser/s consent(s) to the Developer / Godrej to break open the lock on the main door/entrance of the Said unit and the Developer/ Godrej shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Said unit.

#### **14. Representations and Warranties of the Developer**

The Developer hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:

- a) The Developer 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;
- b) The Developer has 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;
- c) There are no encumbrances upon the Said Unit or Project Land or the Township Project except those disclosed in the title report, if any;
- d) There are no litigations pending before any Court of law with respect to the Project Land or Township Project except those disclosed in the title report;
- e) 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

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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 Developer has been and shall, at all times, remain to be in compliance with the applicable laws in relation to the Township Project, Project Land, Building/wing and common areas;

- f) The Developer has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g) The Developer has 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 Project and the Said Unit which will, in any manner adversely affects the rights of Purchaser/s under this Deed;
- h) The Developer confirms that they are not restricted in any manner whatsoever from selling the Said Unit to the Purchaser/s in the manner contemplated in this Deed;
- i) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;
- j) The Developer 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;
- k) 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 Developer in respect of the Project Land and/or the Township Project except those disclosed in the title report.
- l) The amounts paid by the Purchaser/s to the Developer as contribution towards the outgoings shall remain with the Developer,

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till the Organization of the Purchaser/s is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Developer to the Organization of Purchaser/s to be formed by the Purchaser/s.

- m) The Developer hereby confirm that prior to the implementation of the Act, the Developer have adhered to all the applicable local laws and relevant other laws towards the Township Project.

**15. It is clearly understood and agreed by the Parties that –**

The Developer/ Godrej reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/ or users of apartment(s)/ flat(s)/ premises/ units in the Building(s)/ Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/ flat(s)/ premises/ units in building constructed on the Project Land till such time the Land is handed over to the association / society / / apex body/ apex bodies.

**16. Brand Name & Project Name**

- a) It is agreed by the Purchaser/s that the name of the Township Project “Godrej Garden City” or of the individual towers may be changed at the sole discretion of Godrej in accordance with relevant law.
- b) It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in

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which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless Godrej has itself informed in writing about any change in the logo/ Brand Name. However, it shall be at the sole discretion of Godrej to associate its name/Brand name with the association /apex body/ apex bodies (which would be formed gradually), on such terms and conditions as may deem fit by Godrej. 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 Godrej. The Purchaser/s further agree/s to not use the Brand Name and/ or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Godrej. The Purchaser/s and the association/ apex body/ apex bodies/ society of the Said Apartment/ Flat/Unit purchasers shall not be entitled to change the name of the Township Project/ Building/s without written consent of Godrej.

**17. Representations by Third Parties**

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

**18. Obligations, Covenants, Representations of Purchaser/s**

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

- (i) The Purchase/s shall use the Said Unit or any part thereof or permit the same to be used only for the said Purpose and shall not use it for any other purpose(s). Provided further that, the Purchaser shall at all times use the said Unit only for commercial purpose.
- (ii) The Purchaser/s shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle. Not to keep in the

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parking space anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles therein shall not be permitted. Not to park car on the pathway or open spaces of the Township Project or at any other place except the space allotted to him and shall use the pathways as would be decided by the Developer/ Organisation of Purchasers;

- (iii) the Purchaser/s shall not protest, object to or obstruct the execution of the construction work nor the Purchaser/s 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 Purchaser/s during the construction of the Township Project by the Developer;
- (iv) not to interfere with the rights of the Developer / Godrej 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 Developer, 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;
- (v) not to raise any requisition for further documents or objection to the title and/ or the rights of the Developer in relation to the Project Land on any ground whatsoever;-
- (vi) 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

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power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit;

- (vii) Pay to the Developer 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 Developer / Godrej
- (viii) Confirm/declare that he/ she has agreed to purchase the Said Unit after due verification of all the relevant aspects and has satisfied himself/ herself in this regard.
- (ix) Confirm/declare that he/ she shall not claim any right, title or interest in case of any additional FSI being made available to the Developer with regard to Godrej Garden City over and above what has been contemplated herein and the Developer shall be entitled to utilize the same as per their mutual understanding;
- (x) To maintain the Said Unit at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the Said Building in which the Said Unit 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 Unit is situated and the Said Unit itself or any part thereof without the consent of the local authorities, if required;
- (xi) The Purchaser/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 Unit 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 Purchaser/s shall not do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Unit or adjacent to the Said Unit. The Purchaser/s shall not make in the Said Unit any structural additions and/ or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Purchaser/s demolishes, punctures, and/or in any other

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way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the Said Unit, since the building structure is not designed to take such load the stability of the Said Building will be endangered. The Purchaser/s further indemnifies the Developer/ Godrej that in the event of happening of any of the events as mentioned above, the Purchaser/s would be solely responsible for the same;

- (xii) To carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Said Building in which the Said Unit 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (xiii) Not to demolish or cause to be demolished the Said unit 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 unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said unit is situated and shall keep the portion sewers, drains and pipes in the Said unit 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 unit 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 unit without the prior written permission of the Developer / Godrej and/or the Society.;
- (xiv) 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 unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said unit in the compound or any portion

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of the Project Land and the Said Building in which the Said unit is situated;

- (xvi) Pay to the Developer/ Godrej within fifteen days of demand by the Developer, 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 unit is situated;
- (xvii) 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 unit by the Purchaser/s for any purposes other than for purpose for which it is sold;
- (xviii) The Purchaser/s shall observe and perform all the rules and regulations which the society 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 Purchaser/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 unit in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Deed;
- (xix) The Purchaser/s shall permit the Developer / Godrej 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;
- (xx) The Purchaser/s agrees and undertakes that the Developer/ Godrej 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 unit and/ or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other flat Purchaser/s of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments'

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- (xxi) The Purchaser shall be entitled to attendant rights of ownership, possession, enjoyment of the Said unit and shall be entitled to deal with or dispose off the same as the Purchaser deems fit without any interference, obstruction or hindrance from the other parties or anyone claiming under, through or in trust from him, subject to the terms and conditions contained in this Deed and the Agreement for sale and the Bye-laws, Rules and Regulations as may be framed by the Organisation of Purchasers, however, the proportionate undivided share of the Purchaser in the land beneath the superstructure (excluding the Said unit) shall always remain indivisible and impartible;
- (xxii) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the staircases, passages, lifts and common areas in the Said Building for ingress and egress at all times and for all purposes;
- (xxiii) The Purchaser shall be entitled to the subjacent, lateral, vertical and horizontal support for the Said unit from the other parts of the Said Building;
- (xxiv) The Purchaser shall be entitled to transfer/ sell, convey, mortgage, change or in anyway encumber or deal with or dispose of or to assign, underlet or part with its interest under or benefit or any part thereof in the Said unit. Provided however, that the Purchaser and any other person to whom the Said unit is subsequently transferred, assigned or given possession with the permission of the Developer / Godrej / Organisation of the Purchasers shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Organisation of the Purchasers may require for safeguarding the interest of the Said Building and its occupiers;
- (xxv) The Purchaser/s acknowledges that Developer / Godrej reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/ or users of apartment(s)/ flat(s)/ premises/ units in the Building(s)/ Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing,

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repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s)/premises/units in building constructed on the Project Land till such time the Land is handed over to the association / society / apex body/ apex bodies;

- (xxvi) Not raise any objection or interfere with the further construction and development activities as may be carried out in the vicinity of the Said Building or the Township Project for the purpose of completion of the Township Project and the purchasers of such built up space in the Township Project may be granted the right to use the facilities, amenities and infrastructure, including car parking areas, for ingress and egress through the roads, passages, gates, etc., common to the Township Project, by the Developer / Godrej, as the Developer / Godrej may in its absolute discretion decide. The Developer/ Godrej shall also be entitled, at its absolute discretion, to grant the purchasers of flats/units in such development the right to use the common areas, amenities and facilities and the right of ingress and egress and to grant the membership of the Organization of the Purchasers and to use of the roads, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, club, gym, community hall, playground, multilevel car parking space and other amenities, etc.;
- (xxvii) So long as each unit/flat/ building in the Township Project shall not be separately mutated and separated, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole Township Project. Such proportion is to be determined by the Developer/Godrej/ Organisation of Purchasers on the basis of the area of the Said unit in the Township Project.
- (xxviii) With respect to maintenance of the Said Building, Cluster and the Township, the Developer/ Godrej shall not be responsible for any

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consequences or liability on account of failure, negligence, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and service maintenance contracts, certificates, licenses, permits, permissions, and insurance. The Purchaser shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments;

- (xxix) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/ flat(s)/ premises/ units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xxx) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Said unit in the Said Building, without the prior written permission of the Developer / Godrej / association / concerned authorities;
- (xxxi) Upon the execution and registration of this Deed, the Purchaser/s may insure the Said unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer/ Godrej shall not be responsible for any loss/damage suffered thereafter;
- (xxxii) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the Said unit and shall not hold the Developer / Godrej / Land Owners liable/responsible to mutate his name with respect to the Said unit; and
- (xxxiii) Reciprocate and recognize rights of other owners/ occupiers of the Said Building in the common areas of the Said Building and the land underneath the superstructure, common owners in the Cluster and Township Project.

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## 22. Rights of the Developer / Godrej (as the case maybe)

- a) The Developer has obtained the building use permission / occupation certificate (OC)/completion certificate (CC) dated \_\_\_\_\_ bearing no. \_\_\_\_\_.

The Developer / Godrej hereby confirms that he/ it had observed, performed and complied 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 said Plans or thereafter.

- b) Hoarding rights: The Purchaser/s hereby consents that the Godrej may and shall always continue to have the right to place/ erect hoarding/s on the larger property except on the project land, of such nature and in such form as the Godrej may deem fit and the Godrej shall deal with such hoarding spaces as its sole discretion and the Purchaser/s agree/s not to dispute or object to the same. The Godrej shall not be liable to pay any fees / charges to the association / apex body / apex bodies/ society 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 Godrej and/or by the transferee (if any).
- c) Retention: The Developer/ Godrej may, either by itself and/or its nominees/ associates/ affiliates also retain some portion / units/ Apartment/ Flats in the Township Project which may be subject to different terms of use, including as a guest house/ corporate Apartment/ Flats, as may be permissible under the applicable laws and the sanctions granted and the Purchaser/s give/s his/ her/ their/ its unequivocal consent for the aforesaid.
- d) Unsold apartment/flat/unit:
- (i) All unsold and/or unallotted apartment(s)/ flat(s)/ premises/ units, areas and spaces in the Said Building, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Said Building / Project Land/ Township shall always belong to and remain as the property of the Developer/ Godrej at all times and the Developer/ Godrej shall continue to remain in overall possession of such unsold and/ or unallotted apartment(s)/ flat(s)/ premises/ units and shall be entitled to enter upon the Project Land and the Said

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Building and the Township to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer/ Godrej may deem necessary.

- (ii) The Developer / Godrej shall without any reference to the Purchaser/s, association / apex body / apex bodies/ society, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/ flat(s)/ premises/ units and spaces therein, as it deems fit. The Developer / Godrej shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/ flat(s)/ premises/ units in the Said Building / Cluster/ Township Project on terms and conditions decided by the Developer/ Godrej in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / apex body / apex bodies/ society. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.
- e) Basement/ Podiums: The Purchaser/s hereby consents to the Developer/ Godrej dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer / Godrej. The Developer/ Godrej 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 Said Property/ Said Building to the extent permissible under the relevant laws.
- f) Assignment: The Developer/ Godrej may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Township Project in accordance with applicable laws. On such transfer, the assignee or transferee of the Developer / Godrej shall be bound by the terms and conditions herein contained.

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- g) Additional Construction: The Purchaser hereby consents that the Developer / Godrej shall be entitled to construct any additional area / structures in the Township Project as the Developer / Godrej may deem fit and proper and the Developer / Godrej shall, at its sole discretion, deal with and / or dispose of the same without any reference to the Purchaser/s and/or the association / apex body / apex bodies/ society, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Godrej until the complete optimization of the Township Project as per the sanctioned Layout plans.
- h) Mortgage & Security: The Developer/ Godrej if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Said Apartment/Flat/unit conveyed hereunder. The Developer/ Godrej shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Said Apartment/Flat/unit. The Purchaser/s hereby gives express consent to the Developer/ Godrej to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/ financial institutions as aforesaid, save and except the Said Apartment/ Flat/unit agreed to be transferred hereunder.

## **19. General Representation and Warranties**

Each Party represents and warrants to the other that:

- i) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- ii) this Deed constitutes valid and binding obligation, enforceable in accordance with its terms; and
- iii) the execution, delivery and performance of its obligations under this Deed does not and will not:
  - a) contravene any law, regulation or order of any Governmental or

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- other official body or agency or any judgment or decree of any court having jurisdiction over it; or
- b) 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.
- iv) 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.

## **20. Possession of the Said Unit**

The Purchaser, before execution of this Deed, has verified and satisfied himself/ herself/ itself/ themselves as to the completion of all the work in the Said Unit and its fitness for occupation and the Purchaser has no claims against the Land Owners, the Developer and / Godrej in respect of the Said Unit including the following:

- a) Correctness of the area of the Said unit.
- b) Specifications and amenities provided in the Said unit.
- c) Quality of construction of the Said unit and the Said Building.
- d) Electrification, Plumbing etc., in the Said unit and in the Said Building.
- e) Facilities and services provided in the Said unit and in the Cluster or the Township Project.

## **21. Satisfied with the Developer's title**

The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions,

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covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

## **22. Appointment of vendors for internet and cable facility**

The Developer / Godrej has informed the Purchaser/s and the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Developer / Godrej shall decide on the specifications and vendors for providing T.V./ Internet – Cable and dish antennae network in the Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer / Godrej to itself permanently and the Developer / Godrej shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer / Godrej may determine save and unless the Developer / Godrej relinquish the said rights. In pursuant to this, the rights of the Purchaser/s will not be affected. The consideration received for such assignment shall belong to the Developer / Godrej alone. In view thereof, the Purchaser/s and /or other occupants of apartment(s)/ flat(s)/ premises/ units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer / Godrej or the assignee(s) of the Developer / Godrej save and except in case of relinquishment as aforesaid. The Purchaser/s and/or occupants of apartment(s)/ flat(s)/ premises/ units in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Developer / Godrej and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer / Godrej and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

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### **23. Supersession**

All definitions, terms & conditions set out in Agreement for Sale, including payment schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you and any contradiction between the provisions of this Deed and the Agreement for Sale, the provisions contained in this Deed shall prevail.

### **24. Provisions of this Deed applicable to the Purchaser/s / subsequent Purchaser/s**

In the event of the Said Unit being transferred by the Purchaser 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, and suitable clauses to this effect shall be incorporated by the Purchaser in the document conveying the Said Unit to such transferee/s.

### **25. Waiver**

Any delay tolerated or indulgence shown by the Developer / Godrej, in enforcing the terms, conditions, covenants, stipulations and/ or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer / Godrej, shall not be treated/ construed /considered, as a waiver or acquiescence on the part of the Developer / Godrej of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Developer / Godrej.

### **26. Binding effect**

Executing this Agreement with the Purchaser/s by the Developer / Godrej does not create a binding obligation on the part of the Developer / Godrej until the Purchaser/s appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Developer / Godrej.

### **27. Entire agreement**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by

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alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer / Godrej and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

**28. Severability**

If any of provision of this Agreement shall be determined to be void or unenforceable under the Act or 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.

**29. Method of calculation of proportionate share wherever referred to in the Deed**

Wherever in this Deed it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in the Township Project, the same shall be in proportion to the Carpet Area of the Said unit to the carpet area of all the units/apartment(s)/flat(s) in the Township Project.

**30. Place of execution**

The execution of this Deed shall be complete only upon its execution by the Purchaser/s / Developer / Godrej through its authorized signatory of the Developer at the Developer's / Godrej Office and simultaneously with the execution the said Deed shall be registered at the office of the Sub-Registrar and this Deed shall be deemed to have been executed at \_\_\_\_\_.

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**31. Present for registration**

The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

**32. Notices**

Any notice, demand or other communication including but not limited to the Purchaser's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Notified Email ID: \_\_\_\_\_

To Land Owners:

**SHREE SIDDHI INFRABUILD PVT. LTD.**

Kalpesh B Patel  
17-Ganeshpark-2,  
Nirman Tower,  
R. C. Technical Road,  
Ghatlodia, Ahmedabad  
Notified Email ID: \_\_\_\_\_

To Godrej:

Name: Godrej Properties Ltd.  
Address: 2nd Floor, Rudra Path Complex,  
Near Rajpath Club,  
Sarkhej Gandhinagar Highway,  
Ahmedabad – 380 059

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Notified Email ID: notice@godrejproperties.com

To Developers:

Name: Shree Siddhi Infrabuildcon LLP  
Kalpesh B Patel  
Address: D-1001, Ganesh Meridian,  
Opposite Amiraj Farm,  
Nr. New Gujarat High Court,  
Sarkhej Gandhinagar Highway,  
Ahmedabad- 380 060  
Notified Email ID: info@shreesiddhi.co.in

It shall be the duty of the Purchaser/s and the Developer 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 Developer or the Purchaser/s, as the case may be.

**33. Further covenants of the Purchaser/s**

- a) fully satisfied himself/ herself/ themselves as to the title of the Land Owners and their right in respect of the Said Property.
- b) inspected the plan sanctioned by the authorities concerned in respect of the Said Building and the Said Unit constructed by the Developer and agreed not to raise any objection with regard thereto.
- c) satisfied himself about the project layout and the future sanctions to be obtained and the future constructions to be made by the Land Owners or the Developer on the Said Property.
- d) verified the location and site of the Said Unit including the egress and ingress thereof and also the area of the Said Flat and agreed not to dispute the same.
- e) acknowledged that the right of the Purchaser shall remain restricted to the Said Unit as set out in clause 2(a) above.
- f) satisfied himself as to the carpet area, built up area and the super built-up area in relation of the Said Unit and also the common parts/ portions, along with the common facilities and amenities, which would be common for all the residents/ occupants of the various units

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comprised in the Said Building and the Cluster and had agreed not to challenge or dispute the same in any manner whatsoever or however.

- g) Satisfied himself as to the construction and structural stability of the Said Building and the Said Unit, the fittings and the fixtures installed, completion and finishing of the Said Unit, car parking facility, supply of water and electricity.
- h) This Deed contains the entire agreement between the Parties in respect of the subject matter of this Deed. In case of any contradiction between the provisions of any earlier agreement/ deed including the Agreement for Sale (without possession) dated \_\_\_\_\_ and any other agreement executed between the Purchaser and the Developer / Godrej or its nominees, the provisions of this Deed shall prevail. The Purchaser hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/ given in any advertisement or brochure by the Developer / Godrej and/ or their respective agents to the Purchaser other than such terms, conditions and provisions as are contained or incorporated in this Deed shall be deemed to form part of this Deed or to have induced the Purchaser to enter into this Deed.
- i) No failure or delay by the Developer / Godrej in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- j) The Said Property is located in area of Tragad and is not declared as a disturbed area under the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad for the transfer of the Said Property is required to be obtained for this Deed.
- k) The Purchaser shall present this Deed in original (duly stamped) at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Land Owners, Developer, Godrej or their constituted attorneys respectively will attend such office and admit execution thereof by them respectively. The Purchaser shall intimate separately the Land Owners, Developer

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and Godrej in writing as soon as the Deed is presented for registration giving the Land Owners, Developer and Godrej sufficient time to admit execution on their respective behalf. The Land Owners, Developer and Godrej shall not be liable or responsible if the Purchaser fails to present this Deed for registration and the Purchaser alone shall be liable for the consequences arising from such default on the part of the Purchaser and shall keep the Land Owners, Developer and Godrej indemnified against breach of this condition by the Purchaser. It is expressly agreed by the Purchaser that whether this Deed is registered or not the terms, conditions, provisions and covenants herein contained shall be binding on the Purchaser and the rights duties and obligations of the Purchaser hereto shall be as provided in this Deed.

- l) The original Deed deed of sale shall be handed over by the Developer / Godrej to the Purchaser or to any person as directed by the Purchaser. The stamp duty, registration charges, Legal/Advocate Charges (and all penalties, fines, levies and impositions thereon whatsoever) of and incidental to this Deed shall be borne and paid by the Purchaser alone. It is agreed that the Purchaser shall have this Deed stamped as required by law at his/her/its/ their own costs before execution by the Parties.

#### **34. Arbitration**

In case the Parties are unable to settle their disputes amicably/ if the Parties are not satisfied with the order/judgement of the competent authority then in such case/circumstances within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall at the second instance, have the option to settle through arbitration in accordance to the procedure laid down under the Arbitration Act, 1996. 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.

#### **35. Governing Law**

That the rights and obligations of the Parties under or arising out of this Deed 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 Deed. Further, all the terms & conditions, rights and obligations of the

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parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect

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### Photograph of the Said Unit

Unit bearing No. \_\_\_\_ admeasuring \_\_\_\_ sq. meters of carpet area and \_\_\_\_ sq. meters of exclusive area ("**Total Area**") forming part of the Unit and on the \_\_\_\_<sup>th</sup> floor in the building known as **XXXXXX** - \_\_\_\_ along with proportionate rights 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-2 within the limits of the Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad – West) & District Ahmedabad, and bounded as follows:

#### The Land Owners

#### Purchaser/s

\_\_\_\_\_  
SHREE SIDDHI INFRABUILD PVT. LTD.  
POA holder/Authorised signatory  
Land Owners  
Mr. Kalpesh B Patel

1.Y \_\_\_\_\_

( )

2.Y \_\_\_\_\_

( )

\_\_\_\_\_  
Authorised Signatory of Developer  
Mr. Kalpesh B. Patel

\_\_\_\_\_  
Authorised Signatory of  
Godrej Mr. Vishal Nanda

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## **FIRST SCHEDULE**

(Description of the free hold land – Said Property)

All those pieces and parcels of land bearing 21/3/2/P, 47/1, 48/1/A, 50/5/P, 55/1, 56 Final Plot No. G-2 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), all the above parcels, situate, lying and being at Village: Tragad, Taluka: Ahmedabad City - West, District: Ahmedabad in the Registration District and Sub District of Ahmedabad – 8(Sola).

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## SECOND SCHEDULE

### (Description of Said unit)

Unit bearing No. \_\_\_\_ admeasuring \_\_\_\_ sq. meters of carpet area and \_\_\_\_\_ sq. meters of exclusive area ("**Total Area**") forming part of the unit and on the \_\_\_\_<sup>th</sup> floor in the building known as **XXXXXX** - \_\_\_\_ along with proportionate rights 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-2 land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 within the limits of the Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad – West) & District Ahmedabad, and bounded as follows:

East-

West-

North-

South-

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**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  
  
Shree Siddhi Infrabuild Private Limited )  
  
**Through their Power of Attorney Holder** )  
**Mr. Kalpesh B. Patel** )  
 )

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

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

**WITNESSES:**

1. \_\_\_\_\_  
( )
2. \_\_\_\_\_  
( )

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

PHOTO

THUMBMARK

**Land Owners**



\_\_\_\_\_  
SHREE SIDHI INFRABUILD PVT. LTD.  
Through their Power of Attorney Holder,  
Mr.Kalpesh B Patel

**The Developer, i.e. Shree Siddhi Infrabuildcon LLP**



\_\_\_\_\_  
**Shree Siddhi Infrabuildcon LLP**

Through its Authorized Signatory  
Mr.Kalpesh B Patel

**Godrej**



\_\_\_\_\_  
Godrej Properties Limited  
Through its Authorized Signatory

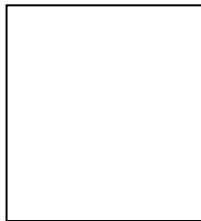
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**Purchaser/s**

**PHOTO**

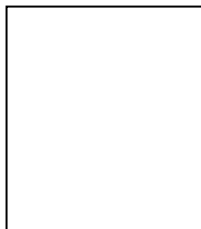
**THUMB MARK**

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



1. Y \_\_\_\_\_

( )



2.Y \_\_\_\_\_

( )

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**ANNEXURE “A”**

(Copy of approvals, commencement certificate)

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## **ANNEXURE “B”**

(Description of the common areas, amenities and facilities)



**ANNEXURE “C”**

(Authenticated Copies of the layout plan of the Said unit)

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**ANNEXURE “D”**

(Description of the fixtures, fittings, amenities to be provided in the Said unit and the Said Building)

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**ANNEXURE “E”**

(Copy of Registration Certificate obtain from  
Regulatory Authority)

**ANNEXURE “F”**

(AUDA development permission / layout plan)

**DEED OF SALE**

**THIS DEED OF SALE ("Deed")** is entered into at Ahmedabad on this\_\_\_\_\_ day of \_\_\_\_\_, 201\_9\_:

**BETWEEN**

Shree Siddhi Infrabuild Private Limited, PAN: 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. hereinafter referred to as "Land Owner" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns)], through its Authorized Signatory Mr. Kalpesh B Patel vide Board Resolution dated \_\_\_\_\_ of the FIRST PART;

**AND**

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**SHREE SIDDHI INFRABUILD CON LLP**, PAN: ACHFS3787P [earlier known as SHREE SIDDHI INFRABUILD CON 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, Opp. Amiraj Farm, Nr. New Gujarat High Court, Sarkhej-Gandhinagar Highway, Ahmedabad – 380 060, hereinafter referred to as “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / [partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns]), through its authorized representative Mr. Kalpesh B Patel authorized vide Board Resolution dated \_\_\_\_\_ 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 regional office at Second Floor, Rudrapath Complex, Near Rajpath Club, Sarkhej-Gandhinagar Highway, Ahmedabad-380 059, herein after referred to as “**Godrej**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns / [partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner] and their assigns), through its authorized representative Mr. Vishal Nanda authorized vide Board Resolution dated 28<sup>th</sup> June, 2018 of the **THIRD PART;**

**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) \_\_\_\_\_

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PAN: \_\_\_\_\_, Aged Adult, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter together referred to as the **“Purchaser”** (which expression shall, wherever the context so requires or admits, mean and include his/ her/ their/ 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, Developer, Godrej and the Purchaser, where so the context permits, are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

**WHEREAS:**

- A.** The Developer and Godrej were desirous of developing a special township by and under the name **“Godrej Garden City”** upon all those pieces and parcels of land bearing Block Numbers 15/C, 16, 17, 18/A, 19/A, 21/A, 22, 23, 24, 25, 26, 27, 28, 29/A, 29/B, 30, 32, 33, 34/P, 38, 43, 44, 45, 46, 54/C, 55/P, 56, 61, 66/P, 67, 68, 69, 70, 71, 72, 73, 75/A, 76/P, 81, 82, 83, 84, 85, 86/A, 86/B, 86/C, 87/B, 87/C, 88/A, 88/B, 92/P 93/B, 95, 96, 100, 117, 119 and 120 and 31, 41, 65, 77 and 89 and 22, 26, 69, 70 and 92/P, 55/P situate, lying and being at Village: Jagatpur, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad **and** Survey No. 150/2, 151, 152/2 situate, lying and being at Village: Chenpur, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad **and** Survey No. 7, 11/3, 18/P, 21/3/2, 28/1, 28/2, 34, 35/2, 37, 42, 45, 47/1, 48/1/A, 49/P, 50/5/P, 50/7, 55/1, 56, 58/1, 60/2, 61/1/P, 62, 63/P, 64/2, 65/6, 65/8, 65/9 and 67/3 situate, lying and being at Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad – West), District: Ahmedabad and the aforementioned lands have been included in the Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), and has been allotted Final Plot Numbers G-1 to G-9, G-11 to G-13, G-15, G-10, 170, 122, 169, 196, 125, 156/2, G-14, G-1 and G-2 respectively, hereinafter referred to as **“the Larger Property”**;
- B.** 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 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 bearing Final Plot No. G-2 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad forming a part of the Larger Property situate, lying and being at Village: 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.

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- C. The Land Owners have, as per their understanding with Shree Siddhi Infrabuild Private Limited ("**Developer**") and vide Memorandum of Understanding dated 24<sup>th</sup> November, 2007, authorised Developer to deal with their rights, title and interest in the Said Property including to receive the consideration in that regard;
- D. 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. the Developer, 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 Developer. Further, all the acts undertaken by the Erstwhile Company are now deemed to have been undertaken by Developer, and all agreements executed by it set out hereunder shall be deemed to have been executed by the Developer;
- E. In pursuance of the understanding as provided in the AGDR, the Developer executed Development Agreements, in respect of various parcels of land including land forming a part of the Larger Property, dated 2nd September, 2008; 13<sup>th</sup> April, 2009; 16th January, 2010; 25th March, 2011; 13th June, 2011 and 12th August, 2011 and 11th of October, 2017 and including supplemental agreements dated 13th April, 2009, 11th May, 2010, 25th March, 2011, 11th May, 2010, 12th August, 2011 and other incidental documents for grant of development rights to the Godrej (hereinafter referred to as the "**Development Agreements**") where under the Godrej has acquired development rights to various parcels of land bearing Block Numbers 28p (area 10,471 sq. mtrs.), 32, 30, 41, 33, 27, 31, 62/A (previously 62/P), 65, 66/P, 82, 84, 15/C (previously 15/P), 72, 73, 77, 86A, 86B, 87B, 87C, 100, 16, 17, 67, 71, 83, 19/A (previously 19), 43, 44, 46, 54/C (previously 54/P), 56, 88A, 88B, 120, 29A, 81, 93B, 89, 25, 21/A (previously 21), 23, 24, 61, 117, 18/A (previously 18), 29/B, 26, 45, 85, 86C, 92 p, 119, 28p (area: 13,192 sq. mtrs.) and 75/A (previously 75), 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 (previously 150/P), 151, 152/2 (previously 152/P) 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 (previously 42/P), 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 "**entire Project Land**"). FURTHER, the land

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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, Ahmedabad dated 20.12.2014

- F. Simultaneously with the execution of the respective Development Agreements, the Erstwhile Company executed irrevocable Powers of Attorney dated 2<sup>nd</sup> September, 2008; 13<sup>th</sup> April, 2009; 16<sup>th</sup> January, 2010; 25<sup>th</sup> March, 2011; 13<sup>th</sup> June, 2011 and 12<sup>th</sup> August, 2011 in favour of Godrej authorizing to do all acts, deeds, matters and things for the development as contemplated in the Development Agreements including the right to market and sell the premises to be constructed on the Project Land by the Developer, to enter into agreement(s) with the prospective purchaser(s) of the constructed premises, receive sale proceeds in respect thereof, form the association/ society of such purchaser of the constructed premises as per the prevailing laws and ultimately convey the Said Property to the purchaser / body of purchaser / 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 under the Township Policy of the Government of Gujarat (**"the Special Township Policy"**) as amended from time to time;
- H. Pursuant to the application made for the Township, Urban Development and Urban Housing Department, Government of Gujarat has in principle granted the permission for a Residential Township Project vide its Order bearing no. PRCH-112010-M-532-L dated October 16th, 2010. Thereafter, AUDA vide its letter dated 24<sup>th</sup> December, 2010 approved the Township Project in pursuance of the permission of the Urban Development and Urban Housing Department, Government of Gujarat;
- I. In furtherance thereto, the Developer had proposed a layout plan (**"Layout"**) for the development of the said Land, and the Developer had made an application to the [Ahmedabad Urban Development Authority] (**"AUDA"**) for the sanction of the entire proposed Layout of the said Project Land, which proposed Layout has been sanctioned by [AUDA];
- J. The Developer has also obtained Commencement Certificate bearing Ref. PRM/48/6/2020/146 dated 3<sup>rd</sup> July, 2020 (annexed and marked hereto **Annexure F**) 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/ commercial buildings and other facilities from AUDA permitting the construction/ development of the Project Land which is annexed hereto and marked as **Annexure "A"**;
- K. State Level Environment Impact Assessment Authority, Gujarat, vide its letter bearing reference number (1) SEIAA/GUJ/EC/8(b)/24/2010 dated 16<sup>th</sup> December,

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2010 (2) SEIAA/GUJ/EC/8(b)/308/2012 dated 1<sup>st</sup> November, 2012, and (3) SEIAA/GUJ/EC/8(b)/68/2013 dated 16<sup>th</sup> April, 2013 (4) F.NO.21-260/2017-IA-III dated 30<sup>th</sup> December, 2019 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, Ahmedabad Urban Development Authority, Ahmedabad has issued a Revised Master Plan dated 20.12.2014, depicting the revised plan of the said Township, 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, 125, 169, 170, 196 and 156/2;
- M.** Pursuant to the permission from concerned Authorities, the Developer has constructed a number of buildings of various specifications as per the approved building plans on the Said Property as a part of the Township Project "**Godrej Garden City**";
- N.** The Purchaser/s had expressed his/their willingness to purchase a residential flat in the building known as **XXXXXX** - \_\_, being constructed on the portion of the Said Property (hereinafter referred to as the "**Said Building**") and had 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;
- O.** Pursuant to the aforesaid application by the Purchaser/s, the Developer has issued the Letter of Allotment dated \_\_\_\_, thereby allotting the Said Flat bearing number \_\_\_\_ on the \_\_\_\_ floor in the Building(s)/ Wing(s)/ Name **XXXXXX** - \_\_ being constructed on Final Plot No. G-2 (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 Developer herein to the Purchaser/s herein;
- P.** Consequently, the Developer has executed an Agreement for Sale ("**Agreement**") (without possession) dated \_\_\_\_, duly registered with the Sub-Registrar of Assurances at Sola under Registration No. \_\_\_\_ with Developer / Godrej and the Land Owners for acquisition of the Flat bearing No. \_\_\_\_ admeasuring \_\_\_\_ sq. meters of Carpet Area and \_\_\_\_ sq. meters of Exclusive Area ("**Total Area**") on the \_\_\_\_ floor in the Said Building along with proportionate rights in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and \_\_\_\_ stilt car parking space(s) / **NIL** basement car parking space(s) ("**Car park(s)**") in the basement of the Building for a consideration of Rs. \_\_\_\_/- (**Rupees** \_\_\_\_ **Only**) (hereinafter referred to as the "**Sale Consideration**"). The Said Flat is more particularly described in the **Second Schedule** hereunder written. For the purpose of this Deed, the term "**Cluster**" shall mean and comprise of all buildings similar to the Said Building having certain

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common areas, facilities and amenities and more specifically mentioned in the **Annexure "B"**;

- Q.** The Carpet Area of the Said Flat is \_\_\_\_\_ square meters and Exclusive Areas of the Said Flat is \_\_\_\_\_ square meters ("Total Area"). For the purposes of this Deed (i) **Carpet Area**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat (ii) **"Exclusive Areas"** means exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s; and other areas appurtenant to the said flat for exclusive use of the Purchaser/sand (iii) **"Car park"** : \_\_\_\_\_ stilt / \_\_\_\_\_ basement parking space(s) situated in the basement/ stilt (**"Car Park(s)"**);
- R.** The authenticated copies of the plan of the Said Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by [AUDA] have been annexed and marked as **Annexure "C"**. The specification to be provided in the Said Flat is hereto annexed and marked as **Annexure "D"**. The Common Areas, Amenities and Facilities appurtenant to the said Flat is hereto annexed and marked as **Annexure B**;
- S.** On or before execution of the aforesaid Agreement for Sale, the Purchaser has inspected all the title documents and the permissions granted by the concerned local authorities, the layout plans, approved building plans, designs and specifications prepared by Developer's Architect for the Said Building. The Purchaser is satisfied that the Developer is entitled to develop the Township Project and construct Said Building therein and has therefore agreed to purchase the Said Flat;
- T.** The Developer has registered the Township Project (to the extent applicable) 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 Deed 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 "E"**;
- U.** The Developer has appointed M/s.\_\_\_\_\_, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- V.** The Developer has appointed M/s.\_\_\_\_\_, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/ buildings;

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- W.** The Developer has sole and exclusive right to sell the Said Flat in the said Building/s to be constructed by the Developer and to enter into Agreement/s with the Purchaser/s of the Said Flat and receive the Sale Consideration in respect thereof;
- X.** On demand from the Purchaser/s, the Developer / Godrej has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- Y.** The authenticated copy of Certificate of Title issued by attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms 7/12, 8A and Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Developer to the Project Land on which the Flat is constructed have/ has been also been inspected by the Purchaser/s and the Purchaser/s is/ are satisfied in respect thereof;
- Z.** Vide various NA orders passed by the District Collector, Ahmedabad for block nos. 21/A, 47/1, 48/1/A, 50/5/P, 55/1 & 56 being (1) dated 12.08.2011 bearing no. J/SR./NA/ASR No.28/A. NO. 433068/2011 (2) dated 24.09.2008 bearing no. CB/LAND/NA/SR-133/2008-2009 (3) dated 06.03.2009 bearing no. NA/TBA/SR. 65/TRAGAD/SR. NO. 23/2008-09 (4) dated 24.09.2008 bearing no. CB/LAND/NA/SR. NO. 122/2008-09 (5) dated 21.08.2018 bearing no. CB/LAND/NA/SR-456/2018 (6) dated 03.11.2009 bearing no. CB/LAND-2/NA/SR-394/C-68135 respectively, the Larger Property was converted into non-agricultural land for the purposes of residential use, subject to conditions stated therein.
- AA.** The authenticated copy of the Layout plan of the Project Land as proposed by the Developer is also annexed hereto and marked as **Annexure "F"**; and
- BB.** The Developer has now completed the construction of the Said Building and has obtained the Building Use Permission bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ with respect to the Said Building. Vide a notice dated \_\_\_\_\_ the Developer/Godrej had intimated the Purchaser that the construction of the Said Flat is complete and the same is ready for use and occupation calling upon the Purchaser to satisfy himself/ herself/ itself/ themselves with regard to the construction of the Said Flat and the fixtures, fittings and other amenities provided in the Said Flat. Also by the aforesaid notice the Developer and /or Godrej has called upon the Purchaser to execute and register this Deed and take over the lawful, vacant, peaceful, physical possession of the Said Flat;
- CC.** The Purchaser before execution of this Deed has satisfied himself/ herself/ itself/ themselves as to the following :-

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- (a) The Carpet Area of the Said Flat.
- (b) Construction of the Said Building and the Said Flat.
- (c) The fittings and fixtures installed.
- (d) Completion and finishing of the Said Flat.
- (e) The supply of water and electricity.
- (f) The common facilities and amenities of the Said Building and the Cluster.

**DD.** Accordingly, the Parties herein are desirous of recording the terms and conditions on which the Developer and Godrej shall sell and convey the Said flat and the garage/covered parking (if applicable) to the Purchaser and have therefore entered into this Deed on the terms and conditions set out herein:

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

**1. Construction**

- a) The Developer has constructed the Building(s)/ Wing(s)/ Names no. \_\_\_\_\_ consisting of \_\_\_\_\_ basement and ground/ stilt/ podium and \_\_\_\_\_ upper floors comprised in the Project Land/ Said Property in accordance with the plans, designs and specifications as approved by AUDA from time to time. In case of any major alteration or variation or modification in the Layout of the Said Property, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.
- b) Developer/Godrej has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project Land is being developed by the Developer in a segment-wise/ phase-wise manner to be determined by the Developer/Godrej in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Developer/Godrej may, at any time, vary/ modify the Layout plan except for the Cluster/ Said Property in such manner as the Developer/Godrej may deem fit, in its sole discretion. Subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid Cluster/ Said Property if required by the concerned authorities.
- c) 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 set out in the Annexure B, may be accessible by the Purchaser only on payment of extra charges as may be decided from time to time by the Developer / Godrej / Co-operative Society or limited company formed by the flat owners. It is further agreed that the Purchaser shall not be entitled to any right in such further areas developed and/ or facilities and amenities

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provided by the Developer and the same shall be a property of Developer/ Godrej.

- d) That the Purchaser confirms that with the execution of this Deed, all the obligations of the Developer / Godrej under the Agreement for sale (without possession) dated \_\_\_\_\_ have been fulfilled in full and stand discharged.
- e) The Developer and Godrej may provide additional common facilities such as roads, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, club, gym, community hall, playground, multilevel car parking space and other amenities to the purchasers of the aforesaid Cluster, which shall be part of a common integrated development in the Township Project and the Purchaser/s shall not have any objection to it. The Purchaser shall have the right to use only the amenities developed in the aforesaid Cluster, which are specifically mentioned herein. Apart from the amenities developed in the aforesaid Cluster, which are specifically mentioned herein, the Purchaser shall not hold any right whatsoever to use and enjoy any other amenities developed and maintained by Developer / Godrej in Godrej Garden City, and the Purchaser shall not raise any kind of dispute/ objection with regard to the same.

## 2. Sale Area

- a) In pursuance of payment of the Sale Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by the Purchaser to Developer/Godrej (the payment and receipt whereof the Developer/Godrej doth hereby admit and acknowledge, Developer and Godrej hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF ABSOLUTE SALE, free from all encumbrances, charges and claims of whatsoever nature the Said Flat 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. \_\_\_\_\_ along with proportionate rights in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and \_\_\_\_\_(\_\_\_\_)\_\_\_\_\_ stilt Car Parking space(s) / \_\_\_\_\_ basement car parking space(s) in the basement of the Said Building. The Said Flat is more particularly described in the Second Schedule hereunder written.
- b) The Parties hereby declare that hereafter the Purchaser shall be the absolute, lawful and true owner of the Said Flat and shall hold and enjoy the Said Flat absolutely and exclusively and enjoy and use the common areas of the Said Building like passage, foyer, terrace, stairs, lifts etc. in common along with all other purchasers/ co-owners.

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c) The promoters shall not have terrace rights after Building use permission has been obtained, such rights if any will be enclosed by the society of buyers.

d) The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Said Flat to be provided by the Developer in the said Building(s)/Wing(s) and the Said Flat as are set out in **Annexure D**, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.

### 3. Sale Consideration

Towards purchase of the absolute rights, title and interest in the Said Flat, the Purchaser has paid Developer the Sale Consideration i.e. a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as mentioned below.

(Details of payment of Sale Consideration)

### 4. Taxes

The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Flat. Taxes shall be payable by the Purchaser/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developers from and against the same.

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.*

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- **“Cess”** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.

For the purpose of this Agreement, **“Relevant Laws”** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

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

## 5. Payment of Other Charges

- a) The Purchaser/s shall on or before delivery of possession of the said Flat deposit and keep deposited with the Developer the following amounts, which shall be transferred to the society/ / Apex Body:-

| Sr. No. | Particulars                                                                                                                          | Rupees |
|---------|--------------------------------------------------------------------------------------------------------------------------------------|--------|
|         | Estimate amounts of Maintenance for provisional monthly contribution towards outgoings of Service Society / Apex Body for 24 months. |        |
| A       | Maintenance towards Cluster                                                                                                          |        |
| B       | Maintenance towards township                                                                                                         |        |
| C       | Maintenance towards corpus                                                                                                           |        |
|         | <b>Total:</b>                                                                                                                        |        |

- b) The Purchaser/s shall on demand pay to the Developer / Godrej the following amounts:-

| Sr.No. | Particulars                                                                             | Rupees |
|--------|-----------------------------------------------------------------------------------------|--------|
| (i)    | Estimate amount for share money, application entrance fee of the society or / Apex Body |        |
| (ii)   | Estimate amount for formation and registration of the society / Apex Body               |        |
| (iii)  | Estimate amounts for deposit towards water                                              |        |

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|        |                                                                                                                       |  |
|--------|-----------------------------------------------------------------------------------------------------------------------|--|
|        | 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 / Apex Body |  |
| (ix)   | Estimate amounts towards legal charges for documentation which shall be payable                                       |  |
|        | <b>Total:</b>                                                                                                         |  |

The Purchaser/s shall on demand pay to the Developer (as the case maybe) a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Developer in connection with formation of the society/ Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

## 6. Completion of Sale & Possession

Post execution and registration of this Deed and upon updation of records of the authorities, the Developer shall hand over the vacant possession of the Said Flat to the Purchaser and the Purchaser hereby admits and acknowledges the same and has handed over to Developer / Godrej the possession receipt in respect thereof.

## 7. Outgoings

- a) The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the residue undivided share in the Said Property and/ or Project Land to the association or apex body/ apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by AUDA and/ or concerned authorities and proportionate charges to the Developer / Godrej from time to time. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to Developer/Godrej provisional monthly contribution as determined by the Developer / Godrej from time to time. The amounts so paid by the Purchaser/s to Godrej shall not carry any interest and remain with Godrej until a conveyance in favour of common association as aforesaid is executed. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.

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- b) The amounts paid by the Purchaser/s to the Developer / Godrej as contribution towards the outgoings shall remain with the Developer / Godrej, till the organization of the Purchaser/ Association (as defined below) is formed. The aforementioned amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Developer / Godrej to the Organization of the Purchaser/ Association to be formed by the Purchaser.
- c) Developer / Godrej shall maintain a separate account in respect of sums received from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

## **8. Defect Liability Period**

- 9.1 If the Purchaser/s brings to the notice of the Developer any structural defect in the Said Flat/Said Building in which the Said Flat is situated within a period of 5 years from the date of handing over of the said unit to the Purchaser/s, any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. However, Parties agree and confirm that the decision of the Developer's/Godrej's architect shall be final in deciding whether there is any actual structural defect in the Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.
- 9.2 Provided that the Developer/Godrej 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 Developer or beyond the control of the Developer/Godrej. After the execution and registration of this Deed, any damage due to wear and tear of whatsoever nature is caused to thereto save and except the defects as mentioned herein, the Developer/ Godrej shall not be responsible for the cost of re-instating and/ or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

## **9. Association Structure/ Organisation of Purchasers**

- 10.1 The Developer shall form appropriate co-operative service society under rules and regulations of the Gujarat Cooperative Societies Act, 1961 (hereinabove and hereinafter referred to as the “**Organization of**

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**Purchaser/s")** which shall formulate the Rules, Regulations and Bye-laws of such Organization of Purchaser/s of the Purchaser/s of the flats developed on the Said Property and the Purchaser/s shall be admitted to the membership of such Organization of Purchaser/s. The Purchaser/s along with other Purchaser/s of the flats in the building/Cluster shall join in forming and registering the Society for the purpose of maintenance, management and administration of the building/Cluster, to be known by such name as the Developer / Godrej 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer / Godrej within seven days of the same being forwarded by the Developer/Godrej to the Purchaser/s, so as to enable the Developer/Godrej to register the common organization of Purchaser/s.

- 10.2 No Objection shall be taken by the Purchaser 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.
- 10.3 After the execution and registration of this Deed, the Purchaser/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.
- 10.4 In the event of the Organization of Purchaser being formed and in the event of an Purchaser being admitted as a member of the Organization of Purchaser before the sale of all the premises/flats/units in the Said Property the powers and authorities of the Organization of Purchasers of the premises/flat/units in the Said Property shall be subject to the overall control of the Developer/Godrej in respect of any of the matter concerning the Said Property. The Developers / Godrej 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 Purchaser of such premises shall be admitted as member of the Organization of Purchaser with the same rights, same benefits and subject to same obligation as the Purchaser and the other members of the Organization of

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Purchasers may be entitled/ liable to any reservation of condition whatsoever and the Purchaser hereby agrees to give consent to admit such Purchaser as the members of the Organization of Purchaser without raising any objection whatsoever and without demanding any additional amounts except share money. Further the Developer / Godrej may become a member of the association / society / apex body to the extent of the unsold/ unallotted flat/covered car parking space situated in the Said Larger Property.

10.5 With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, the Developer/Godrej at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 13 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer/Godrej may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Developer/Godrej may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.

10.6 Except Car Park(s) allotted by the Developer in accordance to this Agreement, the Purchaser/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the relevant laws. The Purchaser/s hereby declares and confirms that except for the Car Park(s) allotted by the Developer, the Purchaser/s do/es not require any parking space/s including open car parking space(s) and accordingly the Purchaser/s waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space(s) in the Township Project. The Purchaser/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer/ association / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/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 Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

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## 10. Conveyance

11.1 Upon completion of the entire development of the Township Project and upon utilization of the entire FSI available, the Developer / Godrej 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/ apartments in the building to respective purchaser/s of the building and the residue undivided share in the Said Property and/ or Project Land would be conveyed to the proposed Organizations of Purchaser/s of the Buildings as mentioned in clause 11 herein shall become the members of such apex body/ies. Upon formation of such apex body the Developer / Godrej shall convey the private roads, the common areas and facilities in the Township Project to the Purchaser/s which shall be administered and managed by the apex body / bodies. The Developer/ Godrej 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 Developer / Godrej and the Purchaser/s shall have no objection of any nature whatsoever in respect of the same. The Purchaser/s hereby irrevocably grants his/ her/ its/ their consent to the proposed Organization of Purchaser/s and Apex body and shall fully co-operate with the Developer / Godrej in the formation and registration of the proposed Organization of Purchaser/s 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 Purchaser/s and/or for making the Said Organization of Purchaser/s the member of the apex Body as stated hereinabove. The Developer / Godrej have the right to convey the common areas and facilities appurtenant to the building/s to the Purchaser/s and the including but not limited to the residue undivided land in the Said Property either to the Organization of the Purchaser/s or to the apex body/ies to be formed of the Organization of the Purchaser/s. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the residue undivided share in the Said Property and/ or Project Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by AUDA and/ or concerned authorities and proportionate charges to the Developer / Godrej from time to time.

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11.2 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 Purchaser/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.

## **11. Facility Management Company**

- a) By executing this Deed, the Purchaser/s agree/s and consent/s to the appointment by the Developer / Godrej of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Said Property inclusive of the Said Building together with other buildings and shall perform such functions as are required to effectively manage and maintain these buildings and the common areas and amenities like , sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer/ Godrej may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company/ Developer/ Godrej shall also be entitled, to collect the outgoings including the outgoings applicable to the Purchaser by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority, provisional charges, taxes, levies and other amounts in respect of the Said Building (including the Purchaser's proportionate share of the outgoings as provided in this Deed). 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/ society. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer/ Godrej has or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Developer will novate the facility management agreement ("FM Agreement") in favor of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer/ Godrej shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies/ society for any act, deed, matter or thing

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committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Said Building and/or common areas, amenities and facilities thereto.

- b) Simultaneous with the execution of this Deed hereof, the Purchaser has paid an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards the pre-estimated amount of maintenance charges. Out of the said Rs. \_\_\_\_\_/-, a sum of Rs. \_\_\_\_\_/- has been hereinafter collected for maintenance of Cluster, a sum of Rs. \_\_\_\_\_/- has been hereinafter collected for township maintenance which will go to Apex body/Developer/Godrej for the maintenance of common areas of the township and Rs. \_\_\_\_\_/- is charged as corpus which will be handed over to the service society/Organization of purchaser/s.
- c) The Purchaser hereby acknowledges that the Maintenance Amount shall be utilized as under:
- (i) An amount of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**) shall be utilized towards maintenance of the Cluster by the Facility Management Company (hereinafter referred to as "**Maintenance 1**");
- (ii) An amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) shall be utilized towards maintenance of Township Project (hereinafter referred to as Maintenance 2)

Upon formation of the Organisation of Purchasers/ Association and/or the Society (as the case may be), the Facility Management Company shall hand over the balance amount, if any, of the Maintenance 1 and Maintenance 2 or aforesaid Maintenance deposit to the Organisation of Purchasers/Service Society/Apex Body/ Limited Company Developer/Godrej respectively.

PROVIDED THAT in the event the Maintenance 1, Maintenance 2 and Maintenance deposit is not sufficient to meet the maintenance expenses and outgoings of the Said Building, the Cluster and/or the Township (as the case may be), the Purchaser shall contribute such amount, as may be required by the Facility Management Company/ Organization of Purchasers/ Society (as the case may be) so as to meet the aforesaid maintenance expenses and outgoings in monthly, quarterly or any instalments as required. The Purchaser shall within seven days of the receipt of demand notice from the Facility Management Company/ Organization of Purchasers/ Society make payments towards aforesaid proportionate maintenance charges for the maintenance of the Said Building, Cluster and/ or the Township;

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- (i) Any unutilized amount standing to the credit of the Facility Management Company, at the time of handing over of the maintenance of the Township to the competent authority as per applicable law, after deducting there from all expenses and outgoings incurred by the Facility Management Company from the Maintenance Advance, shall be handed over by the Facility Management Company to the various societies with respect to the Clusters in the Township Project.
- d) The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Developer / Godrej/ Facility Management Company.
- e) The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer / Godrej / Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the Said Flat by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer / Godrej / Facility Management Company and other purchasers of apartment(s) / flat(s) / premises /units in the Building(s)/Wing(s) and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer / Godrej / Facility Management Company and other purchasers of apartment(s) / flat(s) / premises /units in this regard.

## **12. 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 Purchaser/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 Purchaser /s. No Purchaser/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 Developer / Godrej / Organisation of Purchaser/s.

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- 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 Developer / Godrej / Organisation of Purchaser /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 Developer / Godrej / Organisation of Purchaser/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 Purchaser/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 Developer / Godrej / Organisation of Purchaser/s may direct.
- j) No vehicle belonging to a Purchaser/s or to a member of the family or guest, tenant or employee of the Purchaser/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.

These house rules may be added to, amended or repealed at any time by the Developer / Godrej /Organisation of Purchaser /s.

### **13. Fit out Manual**

- a) The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/ interior work strictly, in accordance, with the rules and regulations framed by the Developer/ Godrej / association / apex body / apex bodies / society ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of apartment(s)/ flat(s)/ premises/ units in the Said Building. The Fit-Out Manual has been shared at the time of handing over possession of the Said Flat alongwith the execution and registration of this Deed. Without prejudice to the aforesaid, if the

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Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Said Flat or the Said Building, the Developer/ Godrej shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Said Flat and/or Said Building to its original condition within 30 (thirty) days from the date of intimation by the Developer/ Godrej in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer/ Godrej may carry out necessary rectification/ restoration to the Said Flat or the Said Building (on behalf of the Purchaser/s) and all such costs/ charges and expenses incurred by the Developer/ Godrej shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer/ Godrej any such costs/ charges and expenses within 7 (seven) days of demand by the Developer/ Godrej, the same would be deemed to be a charge on the Said Flat. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer / Godrej (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer / Godrej or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Said Flat or the Building(s)/ Wing(s) and (ii) for all costs and expenses incurred by the Developer / Godrej 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 Building(s)/ Wing(s).

- b) After the execution and registration of this Deed, the Said Flat being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer/ Godrej, its engineers, workmen, labourers 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 Purchaser/s or his agents and the Purchaser/s shall reimburse and/or pay to the Developer / Godrej or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Developer/ Godrej shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Said Flat as aforesaid. If the Said Flat is closed and in the opinion of the Developer/ Godrej any rectification or restoration is necessary in the interest of the Said Building and/or purchasers therein, the Purchaser/s consent(s) to the Developer / Godrej to break open the lock on the main door/entrance of the Said Flat and the Developer/ Godrej shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Said Flat.

#### **14. Representations and Warranties of the Developer**

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The Developer hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:

- a) The Developer 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;
- b) The Developer has 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;
- c) There are no encumbrances upon the Said Flat or Project Land or the Township Project except those disclosed in the title report, if any;
- d) There are no litigations pending before any Court of law with respect to the Project Land or Township Project except those disclosed in the title report;
- e) 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 Developer has been and shall, at all times, remain to be in compliance with the applicable laws in relation to the Township Project, Project Land, Building/wing and common areas;
- f) The Developer has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g) The Developer has 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 Project and the Said Flat which will, in any manner adversely affects the rights of Purchaser/s under this Deed;
- h) The Developer confirms that they are not restricted in any manner whatsoever from selling the Said /Flat to the Purchaser/s in the manner contemplated in this Deed;

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- i) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;
- j) The Developer 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;
- k) 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 Developer in respect of the Project Land and/or the Township Project except those disclosed in the title report.
- l) The amounts paid by the Purchaser/s to the Developer as contribution towards the outgoings shall remain with the Developer, till the Organization of the Purchaser/s is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Developer to the Organization of Purchaser/s to be formed by the Purchaser/s.
- m) The Developer hereby confirm that prior to the implementation of the Act, the Developer have adhered to all the applicable local laws and relevant other laws towards the Township Project.

**15. It is clearly understood and agreed by the Parties that –**

The Developer/ Godrej reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/ or users of apartment(s)/ flat(s)/ premises/ units in the Building(s)/ Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/ flat(s)/ premises/ units in building constructed on

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the Project Land till such time the Land is handed over to the association / society / / apex body/ apex bodies.

**16. Brand Name & Project Name**

- a) It is agreed by the Purchaser/s that the name of the Township Project "Godrej Garden City" or of the individual towers may be changed at the sole discretion of Godrej in accordance with relevant law.

It is further agreed by the Purchaser/s that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("**Brand Name**") shall at all times be subject to the sole control of Godrej. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless Godrej has itself informed in writing about any change in the logo/ Brand Name. However, it shall be at the sole discretion of Godrej to associate its name/Brand name with the association /apex body/ apex bodies (which would be formed gradually), on such terms and conditions as may deem fit by Godrej. 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 Godrej. The Purchaser/s further agree/s to not use the Brand Name and/ or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Godrej. The Purchaser/s and the association/ apex body/ apex bodies/ society of the Said Flat purchasers shall not be entitled to change the name of the Township Project/ Building/s without written consent of Godrej.

**17. Representations by Third Parties**

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

**18. Obligations, Covenants, Representations of Purchaser/s**

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

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- (i) The Purchaser/s 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.
- (ii) The Purchaser/s shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle. Not to keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles therein shall not be permitted. Not to park car on the pathway or open spaces of the Township Project or at any other place except the space allotted to him and shall use the pathways as would be decided by the Developer/ Organisation of Purchasers;
- (iii) the Purchaser/s shall not protest, object to or obstruct the execution of the construction work nor the Purchaser/s 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 Purchaser/s during the construction of the Township Project by the Developer;
- (iv) not to interfere with the rights of the Developer / Godrej 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 Developer, 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;
- (v) not to raise any requisition for further documents or objection to the title and/ or the rights of the Developer in relation to the Project Land on any ground whatsoever;-
- (vi) 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

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meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Flat;

- (vii) Pay to the Developer 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 Developer / Godrej
- (viii) 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.
- (ix) Confirm/declare that he/ she shall not claim any right, title or interest in case of any additional FSI being made available to the Developer with regard to Godrej Garden City over and above what has been contemplated herein and the Developer shall be entitled to utilize the same as per their mutual understanding;
- (x) To maintain the Said Flat at the Purchaser/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;
- (xi) The Purchaser/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 Purchaser/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 Purchaser/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 Purchaser/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 Purchaser/s further indemnifies the Developer/ Godrej that in the event of happening of any of the events as mentioned above, the Purchaser/s would be solely responsible for the same;

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- (xii) 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 Developer to the Purchaser/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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (xiii) 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 tenable 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, piers or other structural members in the Said Flat without the prior written permission of the Developer / Godrej and/or the Society.;
- (xiv) 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;
- (xv) 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;
- (xvi) Pay to the Developer/ Godrej within fifteen days of demand by the Developer, 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;
- (xvii) 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 Purchaser/s for any purposes other than for purpose for which it is sold;
- (xviii) The Purchaser/s shall observe and perform all the rules and regulations which the society or 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

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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 Purchaser/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 Deed;

- (xix) The Purchaser/s shall permit the Developer / Godrej 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;
- (xx) The Purchaser/s agrees and undertakes that the Developer/ Godrej 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 Purchaser/s or any other flat Purchaser/s of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments'
- (xxi) The Purchaser shall be entitled to attendant rights of ownership, possession, enjoyment of the Said Flat and shall be entitled to deal with or dispose off the same as the Purchaser deems fit without any interference, obstruction or hindrance from the other parties or anyone claiming under, through or in trust from him, subject to the terms and conditions contained in this Deed and the Agreement for sale and the Bye-laws, Rules and Regulations as may be framed by the Organisation of Purchasers, however, the proportionate undivided share of the Purchaser in the land beneath the superstructure (excluding the Said Flat) shall always remain indivisible and impartible;
- (xxii) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the staircases, passages, lifts and common areas in the Said Building for ingress and egress at all times and for all purposes;
- (xxiii) The Purchaser shall be entitled to the subjacent, lateral, vertical and horizontal support for the Said Flat from the other parts of the Said Building;
- (xxiv) The Purchaser shall be entitled to transfer/ sell, convey, mortgage, change or in anyway encumber or deal with or dispose of or to assign, underlet or part with its interest under or benefit or any part thereof in the Said Flat. Provided however, that the Purchaser and any other person to whom the Said Flat is subsequently transferred, assigned or given possession with the permission of the Developer / Godrej / Organisation of the Purchasers shall

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from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Organisation of the Purchasers may require for safeguarding the interest of the Said Building and its occupiers;

- (xxv) The Purchaser/s acknowledges that Developer / Godrej reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/ or users of apartment(s)/ flat(s)/ premises/ units in the Building(s)/ Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s)/premises/units in building constructed on the Project Land till such time the Land is handed over to the association / society / / apex body/ apex bodies;
- (xxvi) Not raise any objection or interfere with the further construction and development activities as may be carried out in the vicinity of the Said Building or the Township Project for the purpose of completion of the Township Project and the purchasers of such built up space in the Township Project may be granted the right to use the facilities, amenities and infrastructure, including car parking areas, for ingress and egress through the roads, passages, gates, etc., common to the Township Project, by the Developer / Godrej, as the Developer / Godrej may in its absolute discretion decide. The Developer/ Godrej shall also be entitled, at its absolute discretion, to grant the purchasers of flats/units in such development the right to use the common areas, amenities and facilities and the right of ingress and egress and to grant the membership of the Organization of the Purchasers and to use of the roads, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, club, gym, community hall, playground, multilevel car parking space and other amenities, etc.;
- (xxvii) So long as each flat/ building in the Township Project shall not be separately mutated and separated, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole Township Project. Such proportion is to be determined by the Developer/Godrej/ Organisation of Purchasers on the basis of the area of the Said Flat in the Township Project.

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- (xxviii) With respect to maintenance of the Said Building, Cluster and the Township, the Developer/ Godrej shall not be responsible for any consequences or liability on account of failure, negligence, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and service maintenance contracts, certificates, licenses, permits, permissions, and insurance. The Purchaser shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments;
- (xxix) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/ flat(s)/ premises/ units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xxx) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Said Apartment/Flat/s in the Said Building, without the prior written permission of the Developer / Godrej / association / concerned authorities;
- (xxxi) Upon the execution and registration of this Deed, the Purchaser/s may insure the Said Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer/ Godrej shall not be responsible for any loss/damage suffered thereafter;
- (xxxii) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the Said Flat and shall not hold the Developer / Godrej / Land Owners liable/responsible to mutate his name with respect to the Said Flat; and
- (xxxiii) Reciprocate and recognize rights of other owners/ occupiers of the Said Building in the common areas of the Said Building and the land underneath the superstructure, common owners in the Cluster and Township Project.

**19. Rights of the Developer / Godrej (as the case maybe)**

- a) The Developer has obtained the building use permission dated \_\_\_\_\_ bearing no. \_\_\_\_\_.

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The Developer / Godrej hereby confirms that he/ it had observed, performed and complied 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 said Plans or thereafter.

- b) Hoarding rights: The Purchaser/s hereby consents that the Godrej may and shall always continue to have the right to place/ erect hoarding/s on the larger property except on the project land, of such nature and in such form as the Godrej may deem fit and the Godrej shall deal with such hoarding spaces as its sole discretion and the Purchaser/s agree/s not to dispute or object to the same. The Godrej shall not be liable to pay any fees / charges to the association / apex body / apex bodies/ society 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 Godrej and/or by the transferee (if any).
- c) Retention: The Developer/ Godrej may, either by itself and/or its nominees/ associates/ affiliates also retain some portion / units/ Apartment/ Flats in the Township Project which may be subject to different terms of use, including as a guest house/ corporate Apartment/ Flats, as may be permissible under the applicable laws and the sanctions granted and the Purchaser/s give/s his/ her/ their/ its unequivocal consent for the aforesaid.
- d) Unsold apartment/flat:
  - (i) All unsold and/or unallotted apartment(s)/ flat(s)/ premises/ units, areas and spaces in the Said Building, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Said Building / Project Land/ Township Project shall always belong to and remain as the property of the Developer/ Godrej at all times and the Developer/ Godrej shall continue to remain in overall possession of such unsold and/ or unallotted apartment(s)/ flat(s)/ premises/ units and shall be entitled to enter upon the Project Land and the Said Building and the Township Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer/ Godrej may deem necessary.
  - (ii) The Developer / Godrej shall without any reference to the Purchaser/s, association / apex body / apex bodies/ society, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/ flat(s)/ premises/ units and spaces therein, as it deems fit. The Developer / Godrej shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/ flat(s)/ premises/ units in the Said Building / Cluster/ Township Project on terms and conditions decided by the Developer/ Godrej in its sole discretion

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and shall without any delay or demur enroll the new purchaser/s as member/s of the association / apex body / apex bodies/ society. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

- e) Basement/ Podiums: The Purchaser/s hereby consents to the Developer/ Godrej dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer / Godrej. The Developer/ Godrej 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 Said Property/ Said Building to the extent permissible under the relevant laws.
- f) Assignment: The Developer/ Godrej may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Township Project in accordance with applicable laws. On such transfer, the assignee or transferee of the Developer / Godrej shall be bound by the terms and conditions herein contained.
- g) Additional Construction: The Purchaser hereby consents that the Developer / Godrej shall be entitled to construct any additional area / structures in the Township Project as the Developer / Godrej may deem fit and proper and the Developer / Godrej shall, at its sole discretion, deal with and / or dispose of the same without any reference to the Purchaser/s and/or the association / apex body / apex bodies/ society, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Godrej until the complete optimization of the Township Project as per the sanctioned Layout plans.
- h) Mortgage & Security: The Developer/ Godrej if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Said Flat conveyed hereunder. The Developer/ Godrej shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Said Flat. The Purchaser/s hereby gives express consent to the Developer/ Godrej

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to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/ financial institutions as aforesaid, save and except the Said Flat agreed to be transferred hereunder.

## **20. General Representation and Warranties**

Each Party represents and warrants to the other that:

- i) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- ii) this Deed constitutes valid and binding obligation, enforceable in accordance with its terms; and
- iii) the execution, delivery and performance of its obligations under this Deed does not and will not:
  - a) 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
  - b) 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.
- iv) 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.

## **21. Possession of the Said Flat**

The Purchaser, before execution of this Deed, has verified and satisfied himself/ herself/ itself/ themselves as to the completion of all the work in the Said Flat and its fitness for occupation and the Purchaser has no claims against the Land Owners, the Developer and / Godrej in respect of the Said Flat including the following:

- a) Correctness of the area of the Said Flat.
- b) Specifications and amenities provided in the Said Flat.
- c) Quality of construction of the Said Flat and the Said Building.
- d) Electrification, Plumbing etc., in the Said Flat and in the Said Building.
- e) Facilities and services provided in the Said Flat and in the Cluster or the

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Township Project.

**22. Satisfied with the Developer's title**

The Purchaser/s hereby declare/s that he/she/they/it has gone through this Deed and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

**23. Appointment of vendors for internet and cable facility**

The Developer / Godrej has informed the Purchaser/s and the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Developer / Godrej shall decide on the specifications and vendors for providing T.V./ Internet – Cable and dish antennae network in the Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer / Godrej to itself permanently and the Developer / Godrej shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer / Godrej may determine save and unless the Developer / Godrej relinquish the said rights. In pursuant to this, the rights of the Purchaser/s will not be affected. The consideration received for such assignment shall belong to the Developer / Godrej alone. In view thereof, the Purchaser/s and /or other occupants of apartment(s)/ flat(s)/ premises/ units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer / Godrej or the assignee(s) of the Developer / Godrej save and except in case of relinquishment as aforesaid. The Purchaser/s and/or occupants of apartment(s)/ flat(s)/ premises/ units in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Developer / Godrej and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary

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co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer / Godrej and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

**24. Supersession**

All definitions, terms & conditions set out in this Deed, including payment schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you and any contradiction between the provisions of this Deed and the Agreement for Sale, the provisions contained in this Deed shall prevail.

**25. Provisions of this Deed applicable to the Purchaser/s / subsequent Purchaser/s**

In the event of the Said Flat being transferred by the Purchaser 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, suitable clauses to this effect shall be incorporated by the Purchaser in the document conveying the Said Flat to such transferee/s.

**26. Waiver**

Any delay tolerated or indulgence shown by the Developer / Godrej, in enforcing the terms, conditions, covenants, stipulations and/ or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer / Godrej, shall not be treated/ construed /considered, as a waiver or acquiescence on the part of the Developer / Godrej of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Developer / Godrej.

**27. Binding effect**

Executing this Agreement with the Purchaser/s by the Developer/Godrej does not create a binding obligation on the part of the Developer/Godrej until the Purchaser/s appears for registration of this Deed before the concerned sub-registrar as and when intimated by the Developer / Godrej.

**28. Entire agreement**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied,

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other than those contained in this Deed. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer / Godrej and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Deed or to have induced the Purchaser/s in any manner to enter into this Deed. This Deed supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

**29. Severability**

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

**30. Method of calculation of proportionate share wherever referred to in the Deed**

Wherever in this Deed it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in the Township Project, the same shall be in proportion to the Carpet Area of the Said Flat to the carpet area of all the apartment(s)/flat(s) in the Township Project.

**31. Place of execution**

The execution of this Deed shall be complete only upon its execution by the Purchaser/s / Developer / Godrej through its authorized signatory of the Developer at the Developer's / Godrej Office and simultaneously with the execution the said Deed shall be registered at the office of the Sub-Registrar and this Deed shall be deemed to have been executed at \_\_\_\_\_.

**32. Present for registration**

The Purchaser/s and/or Developer shall present this Deed as well as the conveyance/ at the proper office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

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### 33. Notices

Any notice, demand or other communication including but not limited to the Purchaser's default notice to be served under this Deed may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Notified Email ID: \_\_\_\_\_

To Land Owners:

**SHREE SIDDHI INFRABUILD PVT. LTD.**

Kalpesh B Patel  
17-Ganeshpark-2,  
Nirman Tower,  
R. C. Technical Road,  
Ghatlodia, Ahmedabad  
Notified Email ID: \_\_\_\_\_

To Godrej:

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

To Developers:

Name: Shree Siddhi Infrabuildcon LLP  
Kalpesh B Patel  
Address: D-1001, Ganesh Meridian,  
Opposite Amiraj Farm,  
Nr. New Gujarat High Court,  
Sarkhej Gandhinagar Highway,  
Ahmedabad- 380 060  
Notified Email ID: info@shreesiddhi.co.in

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It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Deed 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 Developer or the Purchaser/s, as the case may be.

**34. Further covenants of the Purchaser/s**

- a) satisfied himself about the project layout and the future sanctions to be obtained and the future constructions to be made by the Land Owners or the Developer on the Said Property.
- b) verified the location and site of the Said Flat including the egress and ingress thereof and also the area of the Said Flat and agreed not to dispute the same.
- c) acknowledged that the right of the Purchaser shall remain restricted to the Said Flat as set out in clause \_\_\_\_ above.
- d) satisfied himself as to the Carpet Area, built up area and the super built-up area in relation of the Said Flat and also the common parts/ portions, along with the common facilities and amenities, which would be common for all the residents/ occupants of the various units comprised in the Said Building and the Cluster and had agreed not to challenge or dispute the same in any manner whatsoever or however.
- e) Satisfied himself as to the construction and structural stability of the Said Building and the Said Flat, the fittings and the fixtures installed, completion and finishing of the Said Flat, car parking facility, supply of water and electricity.
- f) The Said Property is located in area of Tragad and is not declared as a disturbed area under the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad for the transfer of the Said Property is required to be obtained for this Deed.
- g) The Purchaser shall present this Deed in original (duly stamped) at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Land Owners, Developer, Godrej or their constituted attorneys respectively will attend such office and admit execution thereof by them respectively. The Purchaser shall intimate separately the Land Owners, Developer and Godrej in writing as soon as the Deed is presented for registration giving the Land Owners, Developer and Godrej sufficient time to admit execution on their respective behalf. The Land Owners, Developer and Godrej shall not be liable or responsible if the

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Purchaser fails to present this Deed for registration and the Purchaser alone shall be liable for the consequences arising from such default on the part of the Purchaser and shall keep the Land Owners, Developer and Godrej indemnified against breach of this condition by the Purchaser. It is expressly agreed by the Purchaser that whether this Deed is registered or not the terms, conditions, provisions and covenants herein contained shall be binding on the Purchaser and the rights duties and obligations of the Purchaser hereto shall be as provided in this Deed.

- h) The original Deed deed of sale shall be handed over by the Developer / Godrej to the Purchaser or to any person as directed by the Purchaser. The stamp duty, registration charges, Legal/Advocate Charges (and all penalties, fines, levies and impositions thereon whatsoever) of and incidental to this Deed shall be borne and paid by the Purchaser alone. It is agreed that the Purchaser shall have this Deed stamped as required by law at his/her/its/ their own costs before execution by the Parties.

### **35. Arbitration**

In case the Parties are unable to settle their disputes amicably/ if the Parties are not satisfied with the order/judgement of the competent authority then in such case/circumstances within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall at the second instance, have the option to settle through arbitration in accordance to the procedure laid down under the Arbitration Act, 1996. 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.

### **36. Governing Law**

That the rights and obligations of the Parties under or arising out of this Deed 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 Deed. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

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### Photograph of the Said Flat

Residential Flat bearing No. \_\_\_\_ admeasuring \_\_\_\_ sq. meters of carpet area and \_\_\_\_\_ sq. meters of exclusive area ("**Total Area**") including \_\_\_\_balcony admeasuring \_\_\_\_ sq. mtrs / \_\_\_\_ sq. mtrs open terrace (if applicable) forming part of the apartment and on the \_\_\_\_<sup>th</sup> floor in the building known as **XXXXXX** - \_\_\_\_ along with proportionate rights 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-2 land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 within the limits of the Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad – West) & District Ahmedabad, and bounded as follows:

#### The Land Owners

#### Purchaser/s

\_\_\_\_\_  
SHREE SIDDHI INFRABUILD PVT. LTD.  
POA holder/Authorised signatory of Land owners ( \_\_\_\_\_ )

Mr. Kalpesh B Patel

1. \_\_\_\_\_

2.Y \_\_\_\_\_

\_\_\_\_\_  
SHERE SIDDHI INFRABUILD CON LLP  
Authorised Signatory of Developer  
Mr. Kalpesh B. Patel ( \_\_\_\_\_ )

\_\_\_\_\_  
Authorised Signatory of  
Godrej Mr. Vishal Nanda

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### **FIRST SCHEDULE**

(Description of the free hold land – Said Property)

All those pieces and parcels of land bearing land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 Final Plot No. G-2 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), all the above parcels, situate, lying and being at Village: Tragad, Taluka: Ahmedabad City - West, District: Ahmedabad in the Registration District and Sub District of Ahmedabad – 8 (Sola),

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## SECOND SCHEDULE

### (Description of Said Flat)

Residential Flat bearing No. \_\_\_\_ admeasuring \_\_\_\_ sq. meters of carpet area and \_\_\_\_ sq. meters of exclusive area ("**Total Area**") including \_\_\_\_ balcony admeasuring \_\_\_\_ sq. mtrs / \_\_\_\_ sq. mtrs open terrace (if applicable) forming part of the apartment and on the \_\_\_\_<sup>th</sup> floor in the building known as **XXXXXX** - \_\_\_\_ along with proportionate rights 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-2 land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 within the limits of the Village: Tragad, Taluka: Ghatlodia (erstwhile Ahmedabad – West) & District Ahmedabad, and bounded as follows:

East-

West-

North-

South-

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**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

Shree Siddhi Infrabuild Private Limited )

**Through their Power of Attorney Holder** )

**Mr. Kalpesh B. 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 \_\_\_\_\_ )

**WITNESSES:**

1. \_\_\_\_\_  
( )

2. \_\_\_\_\_  
( )

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

PHOTO

THUMBMARK

**Land Owners**



\_\_\_\_\_  
SHREE SIDHI INFRABUILD PVT. LTD.  
Through their Power of Attorney Holder,  
Mr. Kalpesh B Patel

**The Developer, i.e. Shree Siddhi Infrabuildcon LLP**



\_\_\_\_\_  
**Shree Siddhi Infrabuildcon LLP**

Through its Authorized Signatory  
Mr. Kalpeshbhai B Patel

**Godrej**



\_\_\_\_\_  
Godrej Properties Limited  
Through its Authorized Signatory

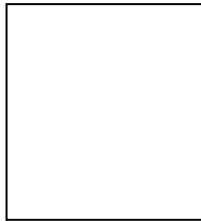
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**Purchaser/s**

**PHOTO**

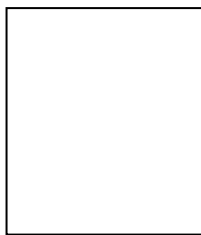
**THUMB MARK**

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



1. Y \_\_\_\_\_

( \_\_\_\_\_ )



2.Y \_\_\_\_\_

( \_\_\_\_\_ )

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**ANNEXURE "A"**

(Copy of approvals, commencement certificate)

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## **ANNEXURE “B”**

(Description of the common areas, amenities and facilities)

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**ANNEXURE "C"**

(Authenticated Copies of the layout plan of the Said Flat)

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**ANNEXURE "D"**

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

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**ANNEXURE “E”**

(Copy of Registration Certificate obtain from Real Estate Regulatory Authority)

**ANNEXURE “F”**

(AUDA development permission / layout plan)