

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS Agreement For Sale ("Agreement") 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;

AND

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, Opposite Amiraj Farm, Near New Gujarat High Court, Sarkhej-Gandhinagar Highway, Ahmedabad - 380060, 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 Signatory Mr. Kalpesh B Patel 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, through its Authorized Signatory, Mr.Vishal Nanda appointed vide board resolution dated 28th June, 2018, 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), 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) _____
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 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 Developer and Godrej as aforementioned were desirous of developing a special township by and under the name "Godrej Garden City" upon various parcels of land forming a part of the Larger Property (hereinafter referred to as "the Township Project");
- C. By and under the Agreement to Grant Development Rights dated 15th April 2008 (the "AGDR") executed between the predecessor of the Erstwhile Company viz. Shree Siddhi Infrabuild Private Limited i.e. the Developer and Godrej, the Developer had agreed to grant Godrej, the development rights for the Township Project;
- D. 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; 13th 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, 84, 15/C (previously 15/P), 72, 73, 77, 86A, 86B, 87B, 87C, 100, 16, 17, 67, 71, 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;

- E. The Land Owners are seized and possessed of or otherwise well and sufficiently entitled, all the piece and parcel of land namely 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 to all those pieces and parcels of land bearing Final Plot No. G-2 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chandkheda-Chenpur-Ranip), Tragad, Taluka- Ghatlodia (erstwhile Ahmedabad forming a part of the entire Project Land situated, lying and being at Village: Tragad, 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;
- F. 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;
- G. Simultaneously with the execution of the respective Development Agreements, the Erstwhile Company executed irrevocable Powers of Attorney dated 2nd September, 2008; 13th April, 2009; 16th January, 2010; 25th March, 2011; 13th June, 2011 and 12th 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**");

- H. The Developer had applied to the concerned Authority for the development of the Township Project under the Township Policy of the Government of Gujarat ("the Special Township Policy") as amended from time to time;
- I. AUDA i.e. Ahmedabad Urban Development Authority has granted permission for carrying out development, lay out and building plans, elevations, sections and details submitted to it by the Architects of the Developer for development of the Said Property for construction of residential/commercial buildings and other facilities, bearing no. PRM/48/6/2020/0045 dated 03/07/2020 granted by AUDA attached herewith as Annexure "A" under the Township regulations. In furtherance of the same, the Developer has commenced construction and development on the Project Land as per the terms, conditions, stipulations and restrictions laid down therein, and upon the culmination of the construction activities on the Project Land, the Developer shall attain the requisite sanctions such as completion/ occupancy certificates from the relevant Authorities in consonance with the extant laws at that point of time.
- J. Pursuant to the permission from concerned Authorities, the construction and development activities have commenced on the aforesaid portion of the Said Property in phases in the name of "Godrej Garden City". The construction and development of 77 buildings in Godrej Garden City have been completed and 77 buildings have received Occupation Certificate from the concerned Authorities.
- K. Pursuant to the application made for the township, Urban Development and Urban Housing Department, Government of Gujarat have in principle granted the permission for a Residential Township Project vide its Order bearing no. PRCH-112010-M-532-L dated 16.10.10. Thereafter, AUDA vide its letter dated 24.12.2010 approved the township in pursuance of the permission of the Urban Development and Housing Department, Government of Gujarat subject to further, necessary approvals from the Authorities. Godrej intends to develop the Township Project as residential Township, in accordance with such policies as may be promulgated from time to time in this regard in the same name i.e. "Godrej Garden City". The present Agreement is subject to receipt of revised/appropriate permissions from the Competent Authorities;
- L. State Level Environment Impact Assessment Authority, Gujarat, vide its letter bearing reference number (1) SEIAA/GUJ/EC/8(b)/24/2010 dated 16th December, 2010 (2) SEIAA/GUJ/EC/8(b)/308/2012 dated 1st November, 2012, (3) SEIAA/GUJ/EC/8(b)/68/2013 dated 16th April, 2013 and (4) F.NO.21-260/2017-IA-

III dated 30th 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;

- M. 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 entire Project Land, which has been included in the Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), being Final Plot Numbers G-1 to G- 15, 122, 169, 170, 196, 125 and 156/2;
- N. The Developer has registered the phase under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (" Rules and Regulations") and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at _____ under no._____. The authenticated copy of the same is attached herewith as Annexure "B";
- O. The Purchaser/s has expressed his willingness to purchase a commercial unit in the building no._____admeasuring _____ sq. meters of Carpet Area("said unit") on the Ground Floor in 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 of land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 (as per Revised Master Plan dated 20.12.2014) of Town Planning Scheme 65, and has applied to the Developer/Godrej for allotment of said unit which is more particularly described in the Second Schedule hereunder;
- P. The Purchaser/s has agreed to purchase the Said Unit for a consideration of INR _____/- (Rupees Only) (hereinafter referred to as the "Sale Consideration") along with charges as detailed in Clause 2.1 and clause 10.1 hereunder written;
- Q. Pursuant to the aforesaid application by the Purchaser/s, the Developer has issued the Letter of Allotment dated_____, thereby allotting the Said Unit i.e. unit 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

- R. 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 Unit for exclusive use of the Purchaser/s and other areas appurtenant to the said Unit for exclusive use of the Purchaser/s.
- S. By virtue of the Development Agreement dated 11th October, 2017, Godrej shall have the sole and exclusive right to sell the Units in the Building/s to be constructed by the Developer on the Project Land and to enter into Agreement/s with the Purchaser/s of the Unit/s to receive the Sale Consideration in respect thereof;
- T. On demand from the Purchaser/s, the Developer has given for inspection of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by Developer' Architects Messrs. Art & Architecture Associates and of such other documents as are specified under the Act, and the Rules and Regulations made thereunder to the Purchaser/s.
- U. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Developer to the Project Land on which the Said Unit are/ is constructed or are/ is to be constructed have/ has also been inspected by the Purchaser/s and the Purchaser/s is/ are satisfied in respect thereof
- V. 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.

- W. The Purchaser/s hereby declares that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has/have 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 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. Further, the Developer has proposed a layout plan ("Layout") for the development of the Project Land. The Developer had made an application to the AUDA i.e. [Ahmedabad Urban Development Authority] and/ or the concerned Authority for the sanction of the entire proposed Layout of the Project Land, and subsequently, the Layout has been sanctioned by AUDA. Correspondingly, the authenticated copies of the plan of the Layout as approved by the concerned local authority and/ or AUDA along with the authenticated copies of the plans of the Layout as proposed by the Developer, according to which the construction of the Said Building and open space are proposed to be provided for on the said Township Project have been inspected by the Purchaser/s, and the Purchaser/s have satisfied themselves in that regard. In view of the aforesaid, the Purchaser/s is/are satisfied that the Developer is entitled to develop the Township Project and construct residential buildings therein and has therefore agreed to purchase the Said Unit. The authenticated copies of the plans and specification of the Said Unit agreed to be purchased by the Purchaser/s from the Developer have been annexed and marked herewith as Annexure - "C";

- X. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of INR _____ /- (Rupees _____ Only), being part payment of the Sale Consideration of the Said Unit hereby agreed to be sold and conveyed by the Developer to the Purchaser/s as an advance payment or Application Fee (the payment and receipt whereof, Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer , the balance of the sale consideration in the manner hereinafter appearing;
- Y. Under section 13 of the said Act the Developer/Godrej is required to execute a written Agreement for sale of Said Unit with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908; and
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Godrej hereby agrees to sell and the Purchaser/s hereby agrees to purchase the (Unit) and the garage/covered parking (if applicable).
- AA. The Purchaser/s has/ have agreed to acquire and purchase the Said Unit [alongwith the covered parking, (if applicable)] with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the Application form, the Allotment letter and also subject to the terms and conditions hereinafter contained.

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

1. Sale Area

- 1.1 The Purchaser/s hereby has agreed to purchase from The Developer / Godrej and the Developer / Godrej hereby have agreed to sell to the Purchaser/s; the Said Unit of the aforesaid Total Area bearing No. _____ of the type _____ of Carpet Area admeasuring _____sq. meters along with Exclusive Area of the Said Unit _____sq. meters ("Total Area") including _____balcony admeasuring sq. mtrs / _____sq. mtrs open terrace (if applicable) forming part of the apartment and on the _____floor in the Said Building i.e. XXXXXXXX _____ along with proportionate rights in common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____stilt/ covered car parking space(s)

car parking space(s) / NIL basement car parking space(s) ("Car park(s)") in the basement of the Said Building of the Said Unit in Annexure "D", free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____/- (Rupees _____ Only). The total amount paid towards the Sale Consideration shall comprise of the following and is more particularly described and evinced in the payment schedule hereunder as Clause 2.1 and Clause 10.1 hereunder written:

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

Out of the said Sale Consideration, an amount equivalent to 20% of the Sale Consideration is hereinafter referred to as "Earnest Money". Along with the aforementioned Sale Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer / Godrej, amounts as specified in Clause 2.1 and Clause 10.1 of this Agreement.

- 1.2 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the unit to be provided by the Developer in the said Building(s)/Wing(s) and the said unit as are set out in Annexure 'E', 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.

2. Payment Schedule & Manner of Payment

- 2.1 In consideration of the above, the Purchaser/s hereby agrees to pay to

the Developer a total lump sum sale consideration of Rs. _____ ("Total Consideration"), comprising of the following: -

- (i) The Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fees and hereby agreed to pay to that _____ the balance amount of Rs. _____ (Rupees _____ only) in following manner:-
- (ii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____ after the execution of Agreement.
- (iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the Said Unit is located.
- (iv) Amount of Rs./- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____ on completion of the slabs including podiums and silts of the building or wing in which the Said Unit is located.
- (v) Amount of Rs./- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the Said Unit.
- (vi) Amount of Rs./- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said Unit.
- (vii) Amount of Rs./- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the Said Unit is located
- (viii) Amount of Rs./- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment

requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Unit is located.

- (ix) Balance Amount of Rs./- (Rupees _____ only) against and at the time of handing over of the possession of the Unit to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

Note: "The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones."

Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Developer/Godrej sending notice of the completion of each milestone. Intimation forwarded by Developer/Godrej to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that except for the intimation from the Developer / Godrej as provided under this Clause, it shall not be obligatory on the part of the Developer / Godrej to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

2.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "_____ACCOUNT".

2.4 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary:

Beneficiary's Name : _____Account

Beneficiary's Account No. : _____

Bank Name : ____ Bank
Branch Name : _____
Bank Address : _____
Swift Code : _____
IFSC Code : _____

- 2.5 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Unit, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of " _____ ".
- 2.6 The amount as depicted towards Sale Consideration is escalation-free, save and except escalations/ increases, due to an increase on account of development charges, including but not limited to external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/AUDA and Government from time to time. The Developer hereby undertake and agree to enclose the relevant notification/ order/ rule/ regulation published/ issued apropos of an increase in the development charges, cost, or levies imposed by the competent authorities etc. to the Purchaser along with the demand letter being issued simultaneously to the Purchaser, which shall only be applicable on subsequent payments.
- 2.7 The Developer may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, club, gym, community hall, playground, multilevel car parking space and other amenities which shall all be part of a common integrated development in the Township Project and the Purchaser shall not have any objection to it.

2.8 VARIATION IN AREA

It is agreed by the Purchaser/s that the construction has been computed on the basis of Carpet Area of the Said Unit being ascertained and consideration is accordingly arrived at. The Purchaser/s agrees that the calculation of Carpet

Area in respect of the Said Unit is based upon the calculations at this stage and may undergo minor variation subject to variation cap of three percent at the time of final completion of Construction of the Said Unit i.e. when the occupancy certificate has been granted by the Competent Authority. Unit. The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the Building(s)/Wing(s) is complete and the occupancy certificate/building use permission is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Unit, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under clause 2.1. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

3. Taxes

- 3.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Unit.
- 3.2 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.

For the purpose of this Agreement,

- **"GST"** means and includes any tax imposed on the supply of goods or services or both under GST Law.
- **"GST Law"** shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
- **"Cess"** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.

- 3.3 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.

4. Developer to appropriate dues

The Purchaser/s hereby confirms and declares that the Developer / Godrej has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/ her/ their/ its name as the Developer / Godrej may in its sole discretion deem fit and the Purchaser/s undertake not to object/ demand/ direct the Developer / Godrej to adjust his payments in any manner.

5. Tax Deducted at Source

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

6. Alterations and Modifications

It is understood and agreed between the Parties that the Developer is constructing the Said Unit in the Said Building in accordance with the Layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities/AUDA or as may hereafter, from time to time, be approved by the concerned local authorities/AUDA with such variations, modifications or alterations as the Developer may, from time to time, consider necessary or as may be required by the concerned authorities.

- 6.1 The Developer shall construct the Building(s)/ Wing(s)/ Name consisting of _____ Basement and ground/ stilt/ _____ Podiums,

and _____ upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority/AUDA from time to time.

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

7. Floor Space Index

- 7.1 The Developer hereby declares that the Floor Space Index ("FSI") available as on date in respect of the Project Land is _____ Sq. Mtrs only and the Developer/ Godrej (as mutually agreed) has planned to utilize FSI of _____ Sq. Mtrs by availing Transfer Development Rights ("TDR") or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or Special Township Policy or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation or Special Township Policy, which are applicable to the said Township Project. Pursuant thereto, the Developer/ Godrej (as mutually agreed) shall have all the rights to utilize, deal with, dispose of, sell and transfer the present, future and excess FSI available to the Township Project till the handover of the entire Township Project by the Promoter to the Apex body. As The Purchaser/s hereby specifically agrees and consents that the Promoter shall be entitled to consume the same, without any further intimation to or consent of the Purchaser/s. As per the Township Policy, hereby the Purchaser/s admits and acknowledges the aforesaid rights of the Developer/Godrej and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same in the said Building, Cluster, Project Land and the Township Project or any part thereof.
- 7.2 The FSI of any nature including TDR heretofore sanctioned or as may hereafter be sanctioned whether available at present or in future and/or additional construction/s shall always be the property of Developer/Godrej (as mutually agreed) who shall be at liberty to use, deal with, dispose of, sell and transfer the same in the manner as deem

fit to Developer / Godrej. If there is any balance FSI remaining after the completion of the Township Project as envisaged herein then the said FSI shall be utilized by Developer / Godrej in accordance with the arrangement agreed between them for township. The Purchaser/s hereby admits and acknowledges the aforesaid rights of Developer and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.

- 7.3 The Purchaser/s or the association/ apex body/ apex bodies of the purchasers shall not alter/demolish/ construct or redevelop the Said Building or the Project Land or any part thereof until and unless the Said Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association/ apex body/ apex bodies, the Developer / Godrej, if permitted by the AUDA and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and/ or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer / Godrej who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer / Godrej may deem fit.

8. Adherence to Sanctioned Plans:

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority/AUDA at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Said Unit to the Purchaser/s, obtain from the concerned local authority/AUDA occupancy and /or completion certificates in respect of the Said Unit.

9. Time is essence

Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Township Project and

handing over the Said Unit(s) to the Purchaser/s and the building use permission or occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as set out in the Clause 2.1 and clause 10.1.

10. Consideration

10.1 The Purchaser shall make payment of the Sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of "_____" payable at Ahmedabad ("Designated Account"). The other payments with regard to other charges i.e. amount towards Ahmedabad Municipal Corporation charges, legal charges, proportionate share of taxes, electricity charges, , statutory dues etc. as provided in Annexure "A" hereunder shall be payable by the Purchaser separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of "_____" payable at Ahmedabad. The amount of Lump sum Maintenance shall be payable by the purchaser separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of "_____" payable at Ahmedabad. The amounts mentioned hereto are indicative. The Purchaser agrees to pay to the Developer any incremental charges over and above the charges indicated below. The Purchaser hereby also agrees to pay any additional charges mentioned in hereunder at actuals over and above the Sale Consideration agreed upon.

(Payment of Other Charges by the Purchaser/s)

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

Details	Amount
<u>Other Charges:</u>	
Estimated amount towards Legal Charges	
Estimated amount towards Ahmedabad Municipal Corporation Charges	
Estimated amount towards Electricity Charges	
Estimated amount towards Community Center charges	
<u>Maintenance:</u>	
Estimated amount towards cluster Maintenance Charges	
Estimated amount towards Township Maintenance Charges	
Estimated maintenance towards Corpus	
Total	

**Estimated Maintenance charges will be additionally applicable at the time possession is announced which may last for 24 months and will be exclusive of GST. This amount is tentatively worked out on the basis of current prevailing market rate/s and it can be changed keeping in view inflation in the cost of inputs and minimum wages. The said maintenance charges will be payable irrespective whether the said Unit is actually occupied or not by the purchaser/s. The said amount will be utilized till the funds last and thereafter the additional amount shall be payable by the purchaser within 7 days of the billing without any dispute. The purchaser/s shall not be entitled to claim refund of such advance maintenance charges at any later stage. The final statement of Maintenance expenses will be handed over to service society/Association formed by the purchaser/s.

- 10.2 The Purchaser/s agrees to pay to Developer/Godrej as per applicable rate of interest for the period of delay, from the date any amount becomes due and/or payable as per the Clause 2.1 and clause 10.1 of this Agreement to Developer/Godrej till the actual payment thereof, without prejudice to the other rights and remedies available to Developer. Once interest becomes due and payable under this clause

by the Purchaser/s, any payments made by the Purchaser/s thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Developer/Godrej, and only thereafter the balance amount of the payment received by the Developer/Godrej shall be considered as payment by the Purchaser/s towards the Sale Consideration.

- 10.3 Notwithstanding anything contained in this Agreement, any amounts received from the Purchaser/s pursuant to this Agreement shall be utilised as under:
- (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Developer (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Developer;
 - (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable by the Purchaser/s, towards such interest due until the entire interest accrued has been received by the Developer,
 - (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
 - (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Purchaser/s, however, the Purchaser/s shall not be entitled to receive any interest on such advance paid.
- 10.4 The Purchaser/s shall not raise any dispute or object to the Sale Consideration that may be settled between the Developer / Godrej and other Purchaser/s of Units/units in the Township Project.
- 10.5 The Purchaser/s agrees that in the event the Purchaser/s avails any loan from any Bank/financial institution for facilitating the payment of consideration, the Purchaser/s shall do so at his/her own cost and expense whatsoever. In no event the Developer / Godrej shall assume any liability and/or responsibility for any loan and/or financial

assistance which the Purchaser/s may obtain from such Bank/Financial Institutions.

- 10.6 The Purchaser/s will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Developer / Godrej from any non-compliance on its part.
- 10.7 Further, at the express request of the Purchaser/s, the Developer / Godrej may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer / Godrej shall not be subject to any change/withdrawal. The Purchaser/s further understands and agrees that the Developer/ Godrej shall have the right to accept or reject such early payments on such terms and conditions as the Developer / Godrej may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.
- 10.8 If any of the payment cheques/ banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

11. Completion of Sale & Possession:

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

- (i) completion of construction of the Said Building and/or the Said Unit is ready for occupation; and
 - (ii) receipt of the Completion Certificate/Occupancy Certificate/ Part Occupancy Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
 - (iii) receipt of the consideration from the Purchaser/s as set out in the Clause 2.1 and clause 10.1; and
 - (iv) receipt of other charges as mentioned in Clause 10.1 hereto along with the interest on late payments; and
 - (v) receipt of all amounts required to be paid by the Purchaser/s for any additional amenities for the Said Unit; and
 - (vi) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Purchaser/s.
- 11.2 The ownership rights to the Said Unit shall vest in the Purchaser/s only after all the conditions for the completion of sale as set out in clause 11.1 are satisfied. The possession of the Said Unit shall be handed over to the Purchaser/s on acquiring the ownership rights to the Said Unit.
- 11.3 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Developer at his/ her/ its/ their option in the said Building(s) and the Unit(s)/ Apartment(s) as are set out in Annexure 'E', annexed hereto.

12. Interest

- 12.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("Interest") from the date they fall due till the date of receipt/realization of payment by the other Party.
- 12.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

13. Occupancy Rules

The Purchaser agrees to abide with the following 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 project.
- c) The Purchaser shall keep the said Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- d) 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.
- e) 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.
- f) 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. The signage or board on the permitted periphery shall be installed only upon prior approval of the quality, size, specification of signage or board and the Developer shall have a right to seek modification to the such signage or board considering the aesthetics, décor and outer appearance of the Township Project and the Purchaser shall be obliged to undertake such

modifications at their risk and cost.

- g) 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 unit it shall have been caused.
- h) 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 and purchaser shall ensure the same for each client/customer.
- i) No television aerial shall be attached to or hung from the exterior of the Said Unit.
- j) 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 may be directed by the Developer/ such person nominated by developer/ organisation of Purchasers.
- k) 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.
- l) So long as each unit/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/Organisation of Purchasers on the basis of the area of the Said Unit in the Township Project.
- m) These rules may be added to, amended or repealed at any time by the Developer / Organisation of Purchaser/s.
- n) With respect to maintenance of the Said Building, Cluster and the Township, the Developer 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.

14. Possession of the Said Unit

- 14.1 The Developer shall offer possession of the said unit to the Purchaser/s, after obtaining the Occupancy Certificate/Building Use Permission for the said Apartment / Unit on or before 01st August, 2023 ("Delivery Date") and shall deliver the Common Areas and Facilities referred in Annexure D on or before 01st August, 2023, subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities such as referred in Annexure D shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s ("Extension Event"). For the purpose of this Agreement, "Force Majeure" event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
- 14.2 Further, in the event the Developer is unable to offer possession of the Unit on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s along with applicable Interest rate as mentioned in clause 12 above from the date of such amount till refund thereof. Post such refund by the Developer to the Purchaser/s, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title interest in the Unit, and the Developer shall be entitled to deal with the same at its sole discretion.

15. Method of Taking Possession

- 15.1 The Purchaser/s shall take possession of the Said Unit within 15 (fifteen) days from the date Developer offering possession of the Said Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said Unit to the Purchaser/s. Upon receiving possession of the Said Unit or expiry of the said 15 days from offering of the possession (" Possession Date"), the Purchaser/s shall be deemed to have accepted the Said Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Said Unit shall pass and be deemed to have passed to the Purchaser/s.
- 15.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Said Unit within the time stipulated by the Developer, then the Purchaser/s shall in addition to the above, pay to the Developer holding charges at the rate of [Rs. 110/-] (Rupees [One Hundred & Ten] only) per month per square meter of the Total Area of the Said Unit ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Said Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser/s in relation to its deterioration in physical condition.
- 15.3 It is hereby agreed between the Parties that upon receipt of occupation certificate / Building use permission for the said Unit, the Purchaser/s shall not be entitled to terminate this Agreement. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Developer/ Godrej then the Developer / Godrej shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the said Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the said Unit

shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer /Godrej shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the said Unit.

16. Outgoings

- 16.1 From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority/AUDA and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.
- 16.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Purchaser/s shall pay to the Developer / Godrej such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer / Godrej provisional monthly contribution as determined by the Developer / Godrej from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer / Godrej to the common organization.
- 16.3 Developer shall maintain a separate account in respect of sums received from the Purchaser/s 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.

17. Defect Liability Period

- 17.1 If the Purchaser brings to the notice of the Developer any structural defect in the unit or the building in which the unit is situated within a

period of Five years from the date of handing over the said unit to the Purchaser/s, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's 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.

- 17.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17.1, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

18. Conveyance

- 18.1 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 Units/ 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 21 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.

- 18.2 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/ Units/ premises/ units in the building/s/ wing/s in the same proportion as the total area of the apartments/ Units/ premises/ units to the total area of all the apartment(s)/ Unit(s)/ premises/ units in the said building/s/ wing/s.

19. Land Owners Covenant

The Land Owners jointly Covenant that they shall:

- a) Provide all necessary signatures/confirmations to the Developer for vesting of the Said Unit to the Purchaser/s.
- b) join in the completion of sale in favour of the Purchaser/s at the time of execution of sale deed by providing all necessary signatures, confirmations in this regard.

20. General Representation and Warranties

Each Party represents and warrants to the other that:

- a) it has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other

required sanction has been taken to authorize such execution, delivery and performance;

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

21. Formation and Working of Organization of the Purchaser/s

- 21.1 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 Purchaser/s") which shall formulate the Rules, Regulations and Bye-laws of such Organization of Purchaser/s of the Purchaser/s of the Units 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 in the building/cluster shall join in forming and registering the Service Society or Association or a Limited Company 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 Service Society or Association or a Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer / 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.

- 21.2 No Objection shall be taken by the Purchaser/s 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 Service Societies or the Registrar of Companies, as the case may be, or any other competent Authority. The Purchaser/s shall on demand pay to the Developer a sum of INR_____ - (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.
- 21.3 Within 15 days after notice in writing is given by the Developer to the Purchaser/s that the Said Unit is ready for use and occupancy, 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/AUDA 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.
- 21.4 The Purchaser acknowledges that amount of Maintenance shall be utilized as under:

For the purpose of this Agreement Maintenance charges will be applicable at the time of possession and will be utilized for maintenance of Cluster, Society and Township. Amount of Maintenance charged shall be comprising of cluster, township and corpus which will handed

over to service society/organization of purchaser/s as more specified as above in Clause 10.1.

PROVIDED THAT in the event, amount of Maintenance charged 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;

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 society/apex body with respect to the buildings/ clusters in the Township.

- 21.5 In the event of the Organization of Purchaser/s being formed and in the event of any Purchaser/s being admitted as a member of the Organization of Purchaser/s before the sale of all the premises in the Said Building or Buildings the powers and authorities of the Organization of Purchaser/s of the premises in the Said Buildings shall be subject to the overall control of the Developer/Godrej in respect of any of the matter concerning the Said Building. The Developer / 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/s of such premises shall be admitted as member of the Organization of Purchaser/s with the same rights, same benefits and subject to same obligation as the Purchaser/s and the other members of the Organization of Purchaser/s may be entitled/ liable to any reservation

of condition whatsoever and the Purchaser/s hereby agrees to give consent to admit such Purchaser/s as the members of the Organization of Purchaser/s without raising any objection whatsoever and without demanding any additional amounts except share money. Further Developer/ Godrej may become a member of the association / society / apex body to the extent of the unsold/ un-allotted Unit/covered car parking space in the Said Building.

- 21.6 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/ Godrej/ association / Limited Company/ Organisation of Purchasers/ apex body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/ Godrej/ the association/ Limited Company/ apex body Organisation of Purchasers/ shall deal with the parking space(s) in the manner association / apex body deems fit, subject to the terms of byelaws 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.

- 21.7 At the time of registration of conveyance of the structure of the Said Unit of the Said Building, the Purchaser/s shall pay to the Developer/Godrej, the Purchaser/s' share of stamp duty and registration charges payable, by the Society on such conveyance or any documents or instruments of transfer in respect of the structure of the Said Unit of the Said Building. At the time of registration of conveyance of the Project Land, the Purchaser/s shall pay to the Developer, the Purchaser/s share of stamp duty and registration charges payable, by the apex body or Federation on such conveyance of any document or

instruments of transfer in respect of the structure of the Project Land to be executed in favor of the apex body or Federation.

22. Facility Management Company:

- 22.1 For the purpose of managing the buildings developed on the Said Property, the Developer / Godrej shall be entitled in its absolute discretion to nominate or appoint any person, firm or corporate body, organization or any other person ("Facility Management Company") that shall perform such functions as are required to effectively manage, upkeep and maintain these buildings together with other buildings and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. 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 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)/Unit(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)/Unit(s)/premises/Units in this regard.
- 22.2 The Purchaser/s shall pay to the Developer / Godrej / facility management company appointed by the Developer / Godrej / Organization of Purchaser/s the proportionate share of the outgoings, provisional charges, taxes, levies and other amounts in respect of the Said Building payable by the Purchaser/s under this Agreement or any such outgoings applicable to the Purchaser/s by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body/ apex bodies. The 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/Godrej to appoint the first Facility Management Company in the Township Project and post formation of the society / association / limited company/ apex body, as the case may be, the Developer will novate the facility management agreement ("FM Agreement") in favor of the society / limited company / 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/ Godrej 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 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.

23. Basement/ Podiums:

The Purchaser/s hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the phase to the extent permissible under the Relevant Laws.

24. Representations and Warranties of the Developer

The Developer hereby represent and warrant to the Purchaser/s as follows:

- a) Shall construct the said Building in accordance with the Layout, plans, designs, specifications approved by the concerned local authority/AUDA and which have been provided to the Purchaser/s, with such variations and modifications as the Developer may consider necessary on final approval of the Township Project or otherwise as required by the concerned authority.
- b) The Developer has a clear and marketable title with respect to the

Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Township Project.

- c) The 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.
- d) There are no encumbrances upon the Township Project except those disclosed in the title report.
- e) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Township Project except those disclosed in the title report.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Township Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Township Project, Project Land and said Building/ wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Township Project, Project Land, Building/ wing and common areas.
- g) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- h) 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 Township Project and the Said Unit which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- i) 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 Agreement.

- j) 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.
- k) 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.
- l) No notice from the Government or any other local body or authority/AUDA 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.
- m) 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/s is formed. The said amount or balance, if any, of the aforesaid Maintenance amount shall be paid over by Developer/Godrej to the Organization of Purchaser/s to be formed by the Purchaser/s.
- n) 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.

25. Rights of the Developer/Godrej

- a) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority/AUDA at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority/AUDA occupancy and /or completion

certificates in respect of the Unit.

- b) Subject to, and to the extent permissible under the Relevant Laws, the Developer/Godrej may, either by itself and/or its nominees/associates /affiliates also retain some portion / units/ Units in the Project which may be subject to different terms of use, including as a guest house/corporate Units.
- c) All unsold and/or unallotted apartment(s)/Unit(s)/premises/units, area and spaces in the Said Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Said Building / phase and Project Land shall always belong to and remain 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)/Unit(s)/ premises/units and shall be entitled to enter upon the Project Land and the Said Building / phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- d) The Developer/Godrej shall without any reference to the Purchaser/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/Unit(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)/Unit(s)/premises/units in the Said Building / phase 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. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer/Godrej shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.
- e) 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 phase to the extent permissible under the Relevant Laws.

- f) 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 Project Land in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Developer/Godrej shall be bound by the terms and conditions herein contained.

26. Representations and Warranties of the Purchaser/s

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

- a) on or before delivery of possession of the Said Unit pay to the Developer/Godrej, the Balance Sale Consideration, proportionate share of taxes, any other charges as decided by the Developer, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Developer and such amounts agreed upon in clause no. 1.1.
- b) pay the applicable stamp duty, registration charges Legal/ Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed.
- c) the Purchaser/s shall use the Said Unit or any part thereof or permit the same to be used only for purpose of residence and shall not use any other purposes(s) whatsoever. The Purchaser/s shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle.
- d) 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.

- e) 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 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, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer/Godrej until the complete optimization of the Project Layout. The Developer/Godrej shall also have right to construct 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/Godrej, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.
- f) not to raise any requisition for further documents or objection to the title and/or the rights of the Developer/Godrej in relation to the Project Land on any ground whatsoever.
- g) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical

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

- h) Pay to the Developer/Godrej 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 as mentioned in Clause 2.1 and clause 10.1.
- i) 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.
- j) Confirm/declare that he/she shall not claim any right, title or interest in case of any present, future and excess FSI being made available to the Developer/Godrej with regard to Godrej Garden City till the time the entire Township Project has not been handed over to the Apex Body and till then the Developer/Godrej shall be entitled to utilize the same as per their mutual understanding.
- k) Confirm/declare that any refund to be made under this Agreement by the Developer to the Purchaser/s, shall be made in favour of the First Applicant (in case of more than one applicant/Purchaser/s) of the Said Unit. Such refund by the Developer in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Purchaser/s of the Said Unit and all the applicants of the Said Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Developer and further state and confirm that this mode of refund shall absolutely discharge the liability of the Developer/Godrej against the remaining applicants/Purchaser/s of the Said Unit.
- l) 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/AUDA, if required.

- m) 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 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 that in the event of happening of any of the events as mentioned above, the Purchaser/s would be solely responsible for the same.
- n) 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/AUDA 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/AUDA and/or other public authority.
- o) 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 and/or the Society or the Limited Company.

- p) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Said building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- q) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Project Land and the Said Building in which the Said Unit is situated.
- r) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority/AUDA or Government or giving water, electricity or any other service connection to the Said building in which the Said Unit is situated.
- s) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority/AUDA 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.
- t) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Unit until all the dues payable by the Purchaser/s to the Developer/Godrej under this Agreement are fully paid up.
- u) 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 Units therein and for the observance and

performance of the building rules, regulations and bye-laws for the time being of the concerned local authority/AUDA 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/ 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 out-goings in accordance with the terms of this Agreement.

- v) The Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and Said Building or any part thereof to view and examine the state and condition thereof.
- w) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/ communications or the sample Unit/ mock Unit and its colour, texture, the fitting(s)/ fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/ or services or cannot be construed as same. The Purchaser/s has/ have not relied on the same for his/ her/ their/ its decision to acquire Said Unit in the phase and also acknowledges that the Purchaser/s has/ have seen all the sanctioned Layout plans and time schedule of completion of the Township Project.
- x) The Purchaser/s undertakes that the Purchaser/s has/ have taken the decision to purchase the Said Unit in the phase out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- y) Save and except the information/ disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Said Unit or refund of the monies paid by the Purchaser/s by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement

published in any form or in any channel.

- z) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Said Unit and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other Unit Purchaser/s of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- aa) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Units or of the said Project Land and the Said Building or any part thereof. The Purchaser/s hereby agree that the Purchaser/s shall have no claim save and except in respect of the Said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the same is transferred as hereinbefore mentioned.
- bb) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the Building/Wing in the jurisdiction of Ahmedabad Municipal Corporation.

27. Foreign Exchange Management Act

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Unit are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/ approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

28. Anti-Money Laundering

- a) The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the Said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time ("Anti Money Laundering").
- b) The Purchaser/s further declare(s) and authorize(s) the Developer / Godrej to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/ are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their /its knowledge.
- c) The Purchaser/s further agree(s) and confirm(s) that in case the Developer / Godrej become aware and/or in case the Developer / Godrej are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws, then the Developer / Godrej shall at its sole discretion be entitled to cancel/ terminate this Agreement. Upon such termination the Purchaser/s shall not have any right, title or interest in the Said Unit neither have any claim/ demand against the Developer / Godrej, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/ termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement only after the Purchaser/s furnishing to the Developer / Godrej a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

29. Default By Purchaser/s

- a) In the event, the Purchaser/s fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer / Godrej shall be entitled, without prejudice to other rights and remedies available to the Developer / Godrej including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/ terminate the transaction.
- b) In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Developer / Godrej shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/ brokers, if any, and (d) administrative charges as per Developer's/Godrej policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer/Godrej may incur either by way of adjustment made by the bank in installments or paid directly by the Developer/Godrej to the bank,(collectively referred to as "Non-Refundable Amounts". Balance amounts, if any, without any liabilities towards costs/ damages/ interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer / Godrej, failing which the Developer / Godrej shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution / registration shall not prejudice the cancellation, the Developer's/Godrej right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell /transfer the Said Unit

including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Said Unit and/ or Car Park(s) and/or the Township Project and/or the Project Land and the Purchaser/s waives his/ her/ their/ its right to claim and/or raise any disputes against the Developer /Godrej and Land Owners in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

30. Termination by Purchaser/s prior to receipt of Occupation Certificate/Building Use Permission.

In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer's/Godrej's default, then the Purchaser/s shall give a prior written notice (" Notice") of 60 (sixty) working days to the Developer/Godrej expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer/Godrej, this clause shall be dealt with in accordance with clause 29 (b) and the Developer/Godrej shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer / Godrej, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Unit and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer / Godrej in any manner whatsoever. Further, upon such termination, the Developer / Godrej shall be entitled to deal with the aforementioned Unit at its sole discretion.

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

- 31.1 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)/Unit(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)/Unit(s)/premises/units in building constructed on the Project Land till such time the Land is handed over to the association/society/condominium/apex body/apex bodies.

- 31.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Unit to be executed in respect of the sale/transfer of apartment(s)/Unit(s)/premises/units in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

32. 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 Laws.
- b) It is further agreed by the Purchaser that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("Brand Name") shall at all times be subject to the sole control of the Godrej. It is agreed and accepted by the Purchaser 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. The Brand Name will be

associated with the Township Project including Project Land and the Said Building. 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 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 and the association / apex body / apex bodies of the Unit and the Purchaser shall not be entitled to change the name of the Township Project / Premises without written consent of Godrej.

33. Representations for Third Parties

The Purchaser hereby 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 nor make any claims/demands on Developer / Godrej or any of its sister concerns/ affiliates with respect thereto.

34. Fit out Manual

- a) The Purchaser agree(s) and undertake(s) that on receipt of possession, the Purchaser shall carry out any fit-out/ interior work strictly, in accordance, with the rules and regulations framed by Developer / Godrej / association / apex body / apex bodies ("Fit-Out Manual") and without causing any disturbance, to the other purchaser of Unit(s)/ premises/ units on the Said Premises. The Fit-Out Manual will be shared at the time of handing over possession of the Said Premises. Without prejudice to the aforesaid, if the Purchaser make any unauthorized change or alteration or causes any unauthorized repairs in or to the Said Premises or part thereof, the Developer / Godrej shall be entitled to call upon the Purchaser to rectify the same and to restore the Said Premises or part thereof to its original condition within 30

(thirty) days from the date of intimation by the Developer / Godrej in that behalf. If the Purchaser 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 Premises or part thereof (on behalf of the Purchaser) and all such costs/ charges and expenses incurred by the Developer / Godrej shall be reimbursed by the Purchaser. If the Purchaser 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 or Premises. The Purchaser 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 / Godrej 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 Premises or part thereof 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 Premises.

- b) Upon the possession of the Said Unit or Premises being delivered to the Purchaser, the Purchaser shall be deemed to have granted a license to the Developer / Godrej, its engineers, workmen, laborers or architects to enter upon the Said Unit or Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Said Premises or if necessary any part thereof provided the Said Premises 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 or his agents and the Purchaser 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 on account of entry to the Said Unit or Premises as aforesaid. If the Said Unit or Premises is closed and in the opinion of the Developer / Godrej any rectification or restoration is necessary in the interest of the Said Unit or Premises and/or Purchaser therein, the Purchaser consent(s) to the Developer / Godrej to break open the lock on the main door/entrance of the Said Premises and the Developer / Godrej shall

not be liable for any loss, theft or inconvenience caused to the Purchaser on account of such entry into the Said Unit or Premises.

35. Hoarding rights

The Purchaser hereby consents that Godrej may and shall always continue to have the right to place/ erect hoarding/s on the Project Land, of such nature and in such form as Godrej may deem fit and Godrej shall deal with such hoarding spaces as its sole discretion until conveyance to the association/ Apex body/ Apex bodies and the Purchaser agree/s not to dispute or object to the same. Godrej shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by Godrej and/or by the transferee (if any).

36. Transfer

Only after (i) payment of minimum _____ percent of the Sale Consideration by the Purchaser and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated, whichever is later, the Purchaser may transfer his rights, title and interest in the Said Unit under this Agreement to any third person / entity after obtaining prior written consent of Developer. Any such transfer by the Purchaser shall be subject to the terms and conditions of this Agreement, relevant laws, notifications/ governmental directions, the Purchaser submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser under this Agreement and payment of applicable transfer / administrative fee of INR _____/- (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Said Units to the Developer. Further, Developer reserves the right to allow such transfer at its sole discretion.

37. Mortgage & Security

The Developer 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 Unit allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the

Unit, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause 21.1 above. The Purchaser/s hereby gives express consent to the Developer 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 Unit agreed to be transferred hereunder.

38. Appointment of vendors for internet and cable facility

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

39. 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 noncompliance 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.

40. 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 subregistrar as and when intimated by the Developer / Godrej.

41. 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, 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.

42. Provision Of This Agreement Applicable To Purchaser/s / Subsequent Purchaser/s

42.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Township Project shall equally be applicable to and enforceable against any subsequent purchaser/s of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

42.2 Right to amend

This agreement may only be amended through written consent of the parties.

43. 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.

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

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

45. Further Assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be

created or transferred hereunder or pursuant to any such transaction.

46. Miscellaneous

In the event of the Said Unit being transferred by the Purchaser/s to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Township Project including but not limited to Clause 26 (***Representations and warranties of the Purchaser/s***), and suitable clauses to this effect shall be incorporated by the Purchaser/s in the document conveying the Said Unit to such transferee/s.

- 46.1 Developer/Godrej shall have lien on the Said Unit in respect of any unpaid installment of the Sale Consideration (and Location Benefit Charges, if any). The payments made by the Purchaser/s shall be first adjusted towards the interest due if any and only then towards the balance amount of the Sale Consideration payable, if any, as more particularly set out in in this Agreement.
- 46.2 If the Purchaser/s brings to the notice of the Developer any structural defect in the Said Unit/ Said Building within a period stipulated under the relevant laws from the date of handing over of the Said Unit(s) to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Said Unit(s) or the Said Building in which the Said Unit is situated or any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, 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. Provided that the Developer 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.
- 46.3 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 46.2, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and

reinstate the same at his/ her/ its/ their own costs.

- 46.4 The Developer / Godrej shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the Township Project or any part thereof as agreed between them.

46.5 Place of Execution

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

- 46.6 The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/sale deed 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.

47. 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 email 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: info@shreesiddhi.co.in

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

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.

48. Joint Purchaser/s

That in case there are Joint Purchaser/s all communications shall be sent by the Developer / Godrej to the Purchaser/s whose name appears first and at the

address given by him/ her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

49. Stamp duty and Registration charges

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

50. 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.

51. Governing Law / Dispute Resolution

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

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 Mr. Vishal Nanda)

WITNESSES:

1. _____

2. _____

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),.

SECOND SCHEDULE
(Description of Said Unit)

Commercial Unit bearing No. _____ admeasuring _____ sq. meters of carpet area ("Total Area") on the _____th 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-

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

PHOTO

THUMBMARK

Land Owners



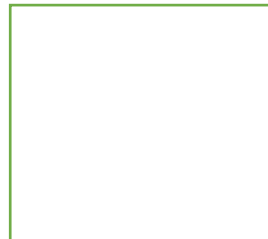
SHREE SIDHI INFRABUILD PVT. LTD.
Through their Power of Attorney Holder,
Mr.Kalpesh B Patel

The Developer, i.e. Shree Siddhi Infrabuildcon LLP



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

Godrej Properties Limited



Godrej Properties Limited
Through its Authorized Signatory
Mr. Vishal Nanda

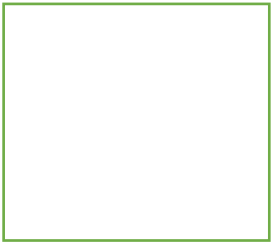
Purchasers

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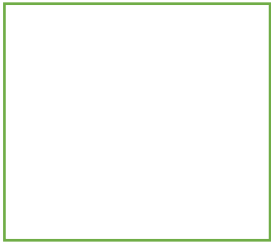
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(Use Left Hand &
Black Ink Only)

1. Y _____
()



2. Y _____
()



ANNEXURE A
(AUDA Commencement Certificate)

ANNEXURE-B

Copy of Registration Certificate obtain from Real Estate Regulatory Authority

ANNEXURE C
Layout

ANNEXURE D
Common Areas, Facilities and Amenities

ANNEXURE-E

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

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS Agreement For Sale ("Agreement") 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;

AND

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, Opposite Amiraj Farm, Near New Gujarat High Court, Sarkhej-Gandhinagar Highway, Ahmedabad - 380060, 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 Signatory Mr. Kalpesh B Patel 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, through its Authorized Signatory, Mr.Vishal Nanda appointed vide board resolution dated 28th June, 2018, 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), 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) _____
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 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 Developer and Godrej as aforementioned were desirous of developing a special township by and under the name "Godrej Garden City" upon various parcels of land forming a part of the Larger Property (hereinafter referred to as "the Township Project");
- C. By and under the Agreement to Grant Development Rights dated 15th April 2008 (the "AGDR") executed between the predecessor of the Erstwhile Company viz. Shree Siddhi Infrabuild Private Limited i.e. the Developer and Godrej, the Developer had agreed to grant Godrej, the development rights for the Township Project;
- D. 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; 13th 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, 84, 15/C (previously 15/P), 72, 73, 77, 86A, 86B, 87B, 87C, 100, 16, 17, 67, 71, 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;

- E. The Land Owners are seized and possessed of or otherwise well and sufficiently entitled, all the piece and parcel of land namely 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 to all those pieces and parcels of land bearing Final Plot No. G-2 of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chandkheda-Chenpur-Ranip), Tragad, Taluka- Ghatlodia (erstwhile Ahmedabad forming a part of the entire Project Land situated, lying and being at Village: Tragad, 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;
- F. 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;
- G. Simultaneously with the execution of the respective Development Agreements, the Erstwhile Company executed irrevocable Powers of Attorney dated 2nd September, 2008; 13th April, 2009; 16th January, 2010; 25th March, 2011; 13th June, 2011 and 12th 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**");

- H. The Developer had applied to the concerned Authority for the development of the Township Project under the Township Policy of the Government of Gujarat ("the Special Township Policy") as amended from time to time;
- I. AUDA i.e. Ahmedabad Urban Development Authority has granted permission for carrying out development, lay out and building plans, elevations, sections and details submitted to it by the Architects of the Developer for development of the Said Property for construction of residential/commercial buildings and other facilities, bearing no. PRM/48/6/2020/146 dated 3rd July, 2020 granted by AUDA under the Township regulations. In furtherance of the same, the Developer has commenced construction and development on the Project Land as per the terms, conditions, stipulations and restrictions laid down therein, and upon the culmination of the construction activities on the Project Land, the Developer shall attain the requisite sanctions such as completion/ occupancy certificates from the relevant Authorities in consonance with the extant laws at that point of time.
- J. Pursuant to the permission from concerned Authorities, the construction and development activities have commenced on the aforesaid portion of the Said Property in phases in the name of "Godrej Garden City". The construction and development of 77 buildings in Godrej Garden City have been completed and 77 buildings have received Occupation Certificate from the concerned Authorities.
- K. Pursuant to the application made for the township, Urban Development and Urban Housing Department, Government of Gujarat have in principle granted the permission for a Residential Township Project vide its Order bearing no. PRCH-112010-M-532-L dated 16.10.10. Thereafter, AUDA vide its letter dated 24.12.2010 approved the township in pursuance of the permission of the Urban Development and Housing Department, Government of Gujarat subject to further, necessary approvals from the Authorities. Godrej intends to develop the Township Project as residential Township, in accordance with such policies as may be promulgated from time to time in this regard in the same name i.e. "Godrej Garden City". The present Agreement is subject to receipt of revised/appropriate permissions from the Competent Authorities;
- L. State Level Environment Impact Assessment Authority, Gujarat, vide its letter bearing reference number (1) SEIAA/GUJ/EC/8(b)/24/2010 dated 16th December, 2010 (2) SEIAA/GUJ/EC/8(b)/308/2012 dated 1st November, 2012, (3) SEIAA/GUJ/EC/8(b)/68/2013 dated 16th April, 2013 and (4) F.NO.21-260/2017-IA-III dated 30th 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;

- M. 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 entire Project Land, which has been included in the Town Planning Scheme No. 65 (Tragad-Jagatpur-Chankheda-Chenpur-Ranip), being Final Plot Numbers G-1 to G- 15, 122, 169, 170, 196, 125 and 156/2;
- N. The Developer has registered the phase under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (" Rules and Regulations") and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at _____ under no._____ The authenticated copy of the same is attached herewith as Annexure "B";
- O. The Purchaser/s has expressed his willingness to purchase a residential flat in the building known as XXXXXX - __, which consists of residential units and certain commercial units on the Ground Floor, being constructed on the portion of the Said Property (hereinafter referred to as the "Said Building") and has applied to the Developer/Godrej 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;
- P. The Purchaser/s has agreed to purchase the Said Flat for a consideration of INR _____/- (Rupees Only) (hereinafter referred to as the "Sale Consideration") along with charges as detailed in Clause 2.1 and clause 10.1 hereunder written;
- Q. Pursuant to the aforesaid application by the Purchaser/s, the Developer has issued the Letter of Allotment dated _____, thereby allotting the Said Flat i.e. flat/ unit bearing number _____ on the _____ floor in the Building(s)/ Wing(s)/ Name XXXXXX _____ being constructed on Final Plot No.G-2 of land bearing no.s 21/3/2/p, 47/1, 48/1/A, 50/5/p, 55/1 and 56 (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
- R. The Carpet Area of the said Apartment /Flat is _____ square meters and Exclusive Areas of the said Apartment/Flat Is _____ square meters (" Total

Area"). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat 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, but includes the area covered by the internal partition walls of the Apartment/ Flat and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment/Flat 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 Apartment/Flat for exclusive use of the Purchaser/s.

- S. By virtue of the Development Agreement dated 11th October, 2017, Godrej shall have the sole and exclusive right to sell the flats in the Building/s to be constructed by the Developer on the Project Land and to enter into Agreement/s with the Purchaser/s of the Flat/s to receive the Sale Consideration in respect thereof;
- T. On demand from the Purchaser/s, the Developer has given for inspection of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by Developer' Architects Messrs. Art & Architecture Associates and of such other documents as are specified under the Act, and the Rules and Regulations made thereunder to the Purchaser/s.
- U. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Developer to the Project Land on which the Said Flat are/ is constructed or are/ is to be constructed have/ has also been inspected by the Purchaser/s and the Purchaser/s is/ are satisfied in respect thereof
- V. 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.

- W. The Purchaser/s hereby declares that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has/have 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 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. Further, the Developer has proposed a layout plan (" Layout") for the development of the Project Land. The Developer had made an application to the AUDA i.e. [Ahmedabad Urban Development Authority] and/ or the concerned Authority for the sanction of the entire proposed Layout of the Project Land, and subsequently, the Layout has been sanctioned by AUDA. Correspondingly, the authenticated copies of the plan of the Layout as approved by the concerned local authority and/ or AUDA along with the authenticated copies of the plans of the Layout as proposed by the Developer, according to which the construction of the Said Building and open space are proposed to be provided for on the said Township Project have been inspected by the Purchaser/s, and the Purchaser/s have satisfied themselves in that regard. In view of the aforesaid, the Purchaser/s is/are satisfied that the Developer is entitled to develop the Township Project and construct residential buildings therein and has therefore agreed to purchase the Said Flat. The authenticated copies of the plans and specification of the Said Flat agreed to be purchased by the Purchaser/s from the Developer have been annexed and marked herewith as Annexure - "C";
- X. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of INR _____ /- (Rupees _____ Only), being part payment of the Sale Consideration of the Said Flat hereby agreed to be sold and conveyed by the Developer to the Purchaser/s as an advance payment or Application Fee (the payment and receipt whereof, Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer , the balance of the sale

consideration in the manner hereinafter appearing;

- Y. Under section 13 of the said Act the Developer/Godrej is required to execute a written Agreement for sale of Said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908; and
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Godrej hereby agrees to sell and the Purchaser/s hereby agrees to purchase the (Apartment/ Flat) and the garage/covered parking (if applicable).
- AA. The Purchaser/s has/ have agreed to acquire and purchase the Said Flat [alongwith the covered parking, (if applicable)] with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the Application form, the Allotment letter and also subject to the terms and conditions hereinafter contained.

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

1. Sale Area

- 1.1 The Purchaser/s hereby has agreed to purchase from The Developer / Godrej and the Developer / Godrej hereby have agreed to sell to the Purchaser/s; the Said Flat of the aforesaid Total Area bearing No. _____ of the type _____ of Carpet Area admeasuring _____ sq. meters along with Exclusive Area of the Said Flat _____ sq. meters ("Total Area") including _____ balcony admeasuring _____ sq. mtrs / _____ sq. mtrs open terrace (if applicable) forming part of the apartment and on the _____ floor in the Said Building i.e. XXXXXXXX _____ along with proportionate rights in common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ stilt/ covered car parking space(s) car parking space(s) / NIL basement car parking space(s) ("Car park(s)") in the basement of the Said Building of the Said Flat in Annexure "E", free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____/- (Rupees _____ Only). The total amount paid towards the Sale Consideration shall comprise of the following and is more particularly described and evinced in the payment schedule hereunder as Clause 2.1 and Clause 10.1 hereunder written:

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

Out of the said Sale Consideration, an amount equivalent to 20% of the Sale Consideration is hereinafter referred to as "Earnest Money". Along with the aforementioned Sale Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer / Godrej, amounts as specified in Clause 2.1 and Clause 10.1 of this Agreement.

- 1.2 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Apartment/Flat to be provided by the Developer in the said Building(s)/Wing(s) and the Apartment/Flat as are set out in Annexure 'E', 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.

2. Payment Schedule & Manner of Payment

- 2.1 In consideration of the above, the Purchaser/s hereby agrees to pay to the Developer a total lump sum sale consideration of Rs. _____ ("Total Consideration"), comprising of the following: -

- (i) The Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fees and

hereby agreed to pay to that _____ the balance amount of Rs. _____ (Rupees _____ only) in following manner:-

- (ii) Amount of Rs. _____ /- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____ after the execution of Agreement.
- (iii) Amount of Rs. _____ /- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the Said Unit is located.
- (iv) Amount of Rs./- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____ on completion of the slabs including podiums and silts of the building or wing in which the Said Unit is located.
- (v) Amount of Rs./- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the Said Unit.
- (vi) Amount of Rs./- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said Unit.
- (vii) Amount of Rs./- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the Said Unit is located
- (viii) Amount of Rs./- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Unit is located.

- (ix) Balance Amount of Rs./- (Rupees _____ only) against and at the time of handing over of the possession of the Unit to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

Note: "The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones."

Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Developer/Godrej sending notice of the completion of each milestone. Intimation forwarded by Developer/Godrej to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that except for the intimation from the Developer / Godrej as provided under this Clause, it shall not be obligatory on the part of the Developer / Godrej to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- 2.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of " ACCOUNT".
- 2.4 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary:
- Beneficiary's Name : _____ Account
Beneficiary's Account No. : _____
Bank Name : _____ Bank
Branch Name : _____
Bank Address : _____
Swift Code : _____
IFSC Code : _____
- 2.5 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Apartment/Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee

cheque/demand draft drawn in favour of "_____".

- 2.6 The amount as depicted towards Sale Consideration is escalation-free, save and except escalations/ increases, due to an increase on account of development charges, including but not limited to external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/AUDA and Government from time to time. The Developer hereby undertake and agree to enclose the relevant notification/ order/ rule/ regulation published/ issued apropos of an increase in the development charges, cost, or levies imposed by the competent authorities etc. to the Purchaser along with the demand letter being issued simultaneously to the Purchaser, which shall only be applicable on subsequent payments.
- 2.7 The Developer may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, club, gym, community hall, playground, multilevel car parking space and other amenities which shall all be part of a common integrated development in the Township Project and the Purchaser shall not have any objection to it.

2.8 VARIATION IN AREA

It is agreed by the Purchaser/s that the construction has been computed on the basis of Carpet Area of the Said Flat being ascertained and consideration is accordingly arrived at. The Purchaser/s agrees that the calculation of Carpet Area in respect of the Said Flat is based upon the calculations at this stage and may undergo minor variation subject to variation cap of three percent at the time of final completion of Construction of the Said Flat i.e. when the occupancy certificate has been granted by the Competent Authority. Flat. The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the

construction of the Building(s)/Wing(s) is complete and the occupancy certificate/building use permission is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Apartment/ Flat, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration under clause 2.1. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

3. Taxes

- 3.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Apartment/Flat.
- 3.2 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.

For the purpose of this Agreement,

- **"GST"** means and includes any tax imposed on the supply of goods or services or both under GST Law.
- **"GST Law"** shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
- **"Cess"** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.

3.3 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.

4. Developer to appropriate dues

The Purchaser/s hereby confirms and declares that the Developer / Godrej has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/ her/ their/ its name as the Developer / Godrej may in its sole discretion deem fit and the Purchaser/s undertake not to object/ demand/ direct the Developer / Godrej to adjust his payments in any manner.

5. Tax Deducted at Source

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

6. Alterations and Modifications

It is understood and agreed between the Parties that the Developer is constructing the Said Flat in the Said Building in accordance with the Layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities/AUDA or as may hereafter, from time to time, be approved by the concerned local authorities/AUDA with such variations, modifications or alterations as the Developer may, from time to time, consider necessary or as may be required by the concerned authorities.

- 6.1 The Developer shall construct the Building(s)/ Wing(s)/ Name consisting of _____Basement and ground/ stilt/_____Podiums, and _____ upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority/AUDA from time to time.
- 6.2 Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of variation or modifications which may adversely affect the Said Flat(s) of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

7. Floor Space Index

- 7.1 The Developer hereby declares that the Floor Space Index ("FSI") available as on date in respect of the Project Land is _____ Sq. Mtrs only and the Developer/ Godrej (as mutually agreed) has planned to utilize FSI of _____ Sq. Mtrs by availing Transfer Development Rights ("TDR") or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or Special Township Policy or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation or Special Township Policy, which are applicable to the said Township Project. Pursuant thereto, the Developer/ Godrej (as mutually agreed) shall has all the rights to utilize, deal with, dispose of, sell and transfer the present, future and excess FSI available to the Township Project till the handover of the entire Township Project by the Promoter to the Apex body. As The Purchaser/s hereby specifically agrees and consents that the Promoter shall be entitled to consume the same, without any further intimation to or consent of the Purchaser/s. As per the Township Policy, hereby the Purchaser/s admits and acknowledges the aforesaid rights of the Developer/Godrej and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same in the said Building, Cluster, Project Land and the Township Project or any part thereof.

- 7.2 The FSI of any nature including TDR heretofore sanctioned or as may hereafter be sanctioned whether available at present or in future and/ or additional construction/s shall always be the property of Developer/Godrej (as mutually agreed) who shall be at liberty to use, deal with, dispose of, sell and transfer the same in the manner as deem fit to Developer / Godrej. If there is any balance FSI remaining after the completion of the Township Project as envisaged herein then the said FSI shall be utilized by Developer / Godrej in accordance with the arrangement agreed between them for township. The Purchaser/s hereby admits and acknowledges the aforesaid rights of Developer and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.
- 7.3 The Purchaser/s or the association/ apex body/ apex bodies of the purchasers shall not alter/demolish/ construct or redevelop the Said Building or the Project Land or any part thereof until and unless the Said Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association/ apex body/ apex bodies, the Developer / Godrej, if permitted by the AUDA and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and/ or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer / Godrej who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer / Godrej may deem fit.

8. Adherence to Sanctioned Plans:

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been

imposed by the concerned local authority/AUDA at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Said Flat to the Purchaser/s, obtain from the concerned local authority/AUDA occupancy and /or completion certificates in respect of the Said Flat.

9. Time is essence

Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Township Project and handing over the Said Flat(s) to the Purchaser/s and the building use permission or occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as set out in the Clause 2.1 and Clause 10.1.

10. Consideration

- 10.1 The Purchaser shall make payment of the Sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of" _____" payable at Ahmedabad ("Designated Account"). The other payments with regard to other charges i.e. amount towards Ahmedabad Municipal Corporation charges, legal charges, proportionate share of taxes, electricity charges, , statutory dues etc. as provided hereunder shall be payable by the Purchaser separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of" _____" payable at Ahmedabad. The amount of Lump sum Maintenance shall be payable by the purchaser separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of" _____" payable at Ahmedabad. The amounts mentioned in Annexure A hereto are indicative. The Purchaser agrees to pay to the Developer any incremental charges over and above the charges indicated below. The Purchaser hereby also agrees to pay any additional charges mentioned in Annexure A at actuals over and above the Sale Consideration agreed upon.

(Payment of Other Charges by the Purchaser/s)

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

Details	Amount
<u>Other Charges:</u>	
Estimated amount towards Legal Charges	
Estimated amount towards Ahmedabad Municipal Corporation Charges	
Estimated amount towards Electricity Charges	
Estimated amount towards Community Center charges	
<u>Maintenance:</u>	
Estimated amount towards cluster Maintenance Charges	
Estimated amount towards Township Maintenance Charges	
Estimated maintenance towards Corpus	
Total	

**Estimated Maintenance charges will be additionally applicable at the time possession is announced which may last for 24 months and will be exclusive of GST. This amount is tentatively worked out on the basis of current prevailing market rate/s and it can be changed keeping in view inUnion in the cost of inputs and minimum wages. The said maintenance charges will be payable irrespective whether the said Unit is actually occupied or not by the purchaser/s. The said amount will be utilized till the funds last and thereafter the additional amount shall be payable by the purchaser within 7 days of the billing without any dispute. The purchaser/s shall not be entitled to claim refund of such advance maintenance charges at any later stage. The final statement of Maintenance expenses will be handed over to service

society/Association formed by the purchaser/s.

10.2 The Purchaser/s agrees to pay to Developer/Godrej as per applicable rate of interest for the period of delay, from the date any amount becomes due and/or payable as per the Clause 2.1 and clause 10.1 of this Agreement to Developer/Godrej till the actual payment thereof, without prejudice to the other rights and remedies available to Developer. Once interest becomes due and payable under this clause by the Purchaser/s, any payments made by the Purchaser/s thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Developer/Godrej, and only thereafter the balance amount of the payment received by the Developer/Godrej shall be considered as payment by the Purchaser/s towards the Sale Consideration.

10.3 Notwithstanding anything contained in this Agreement, any amounts received from the Purchaser/s pursuant to this Agreement shall be utilised as under:

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

10.4 The Purchaser/s shall not raise any dispute or object to the Sale

Consideration that may be settled between the Developer / Godrej and other Purchaser/s of flats/units in the Township Project.

- 10.5 The Purchaser/s agrees that in the event the Purchaser/s avails any loan from any Bank/financial institution for facilitating the payment of consideration, the Purchaser/s shall do so at his/her own cost and expense whatsoever. In no event the Developer / Godrej shall assume any liability and/or responsibility for any loan and/or financial assistance which the Purchaser/s may obtain from such Bank/Financial Institutions.
- 10.6 The Purchaser/s will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Developer / Godrej from any non-compliance on its part.
- 10.7 Further, at the express request of the Purchaser/s, the Developer / Godrej may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer / Godrej shall not be subject to any change/withdrawal. The Purchaser/s further understands and agrees that the Developer/ Godrej shall have the right to accept or reject such early payments on such terms and conditions as the Developer / Godrej may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.
- 10.8 If any of the payment cheques/ banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same

would be INR 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

11. Completion of Sale & Possession:

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

- (i) completion of construction of the Said Building and/or the Said Flat is ready for occupation; and
- (ii) receipt of the Completion Certificate/Occupancy Certificate/ Part Occupancy Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
- (iii) receipt of the consideration from the Purchaser/s as set out in the Clause 2.1 and clause 10.1; and
- (iv) receipt of other charges as mentioned in clause 10.1 hereto along with the interest on late payments; and
- (v) receipt of all amounts required to be paid by the Purchaser/s for any additional amenities for the Said Flat; and
- (vi) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Purchaser/s.

11.2 The ownership rights to the Said Flat shall vest in the Purchaser/s only after all the conditions for the completion of sale as set out in clause 11.1 are satisfied. The possession of the Said Flat shall be handed over to the Purchaser/s on acquiring the ownership rights to the Said Flat.

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

12. Interest

12.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum or (ii) such other rate of

interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("Interest") from the date they fall due till the date of receipt/realization of payment by the other Party.

- 12.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

13. 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.
- 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 harbored 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.
- k) These house rules may be added to, amended or repealed at any time by the Developer / Godrej / Organisation of Purchaser/s.

14. Possession of the Said Flat

- 14.1 The Developer shall offer possession of the Apartment/Flat to the Purchaser/s, after obtaining the Occupancy Certificate/Building Use Permission for the said Apartment / Flat on or before 01st August, 2023 ("Delivery Date") and shall deliver the Common Areas and Facilities as referred in Annexure D on or before 01st August, 2023, subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities such as referred in Annexure E shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s ("Extension Event"). For the

purpose of this Agreement, "Force Majeure" event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

- 14.2 Further, in the event the Developer is unable to offer possession of the Apartment/Flat on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s along with applicable Interest rate as mentioned in clause 13 above from the date of such amount till refund thereof. Post such refund by the Developer to the Purchaser/s, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title interest in the Apartment/Flat, and the Developer shall be entitled to deal with the same at its sole discretion.

15. Method of Taking Possession

- 15.1 The Purchaser/s shall take possession of the Said Flat within 15 (fifteen) days from the date Developer offering possession of the Said Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said Flat to the Purchaser/s. Upon receiving possession of the Said Flat or expiry of the said 15 days from offering of the possession (" Possession Date"), the Purchaser/s shall be deemed to have accepted the Said Flat, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Said Flat shall pass and be deemed to have passed to the Purchaser/s.
- 15.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Said Flat within the time stipulated by the Developer, then the Purchaser/s shall in addition to the above, pay to the Developer holding charges at the rate of [Rs. 110/-] (Rupees [One Hundred & Ten] only) per month per square meter of the Total Area of the Said Flat ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the

common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Said Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser/s in relation to its deterioration in physical condition.

- 15.3 It is hereby agreed between the Parties that upon receipt of occupation certificate / Building use permission for the said Apartment/Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Apartment/Flat within the aforementioned time as stipulated by the Developer/ Godrej then the Developer / Godrej shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Apartment/ Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer /Godrej shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Apartment/Flat.

16. Outgoings

- 16.1 From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority/AUDA and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.
- 16.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Purchaser/s shall pay to the Developer / Godrej such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer / Godrej provisional monthly contribution as determined by the Developer / Godrej from time to time. The amounts

so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer / Godrej to the common organization.

- 16.3 Developer shall maintain a separate account in respect of sums received from the Purchaser/s 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.

17. Defect Liability Period

- 17.1 If the Purchaser brings to the notice of the Developer any structural defect in the Apartment/Flat or the building in which the apartment is situated within a period of Five years from the date of handing over the Apartment/Flat to the Purchaser/s, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer'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.
- 17.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17.1, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

18. Conveyance

- 18.1 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 22 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.

- 18.2 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.

19. Land Owners Covenant:

The Land Owners jointly Covenant that they shall:

- a) Provide all necessary signatures/confirmations to the Developer for vesting of the Said Flat to the Purchaser/s.
- b) join in the completion of sale in favour of the Purchaser/s at the time of execution of sale deed by providing all necessary signatures, confirmations in this regard.

20. General Representation and Warranties

Each Party represents and warrants to the other that:

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

21. Formation and Working of Organization of the Purchaser/s

- 21.1 The Developer shall form appropriate co-operative service society under rules and regulations of the Gujarat Cooperative Societies Act, 1961 (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 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 Service Society or Association or a Limited Company 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 Service Society or Association or a Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer / 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.
- 21.2 No Objection shall be taken by the Purchaser/s 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 Service Societies or the Registrar of Companies, as the case may be, or any other competent Authority. The Purchaser/s shall on demand pay to the Developer a sum of INR_____ (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.
- 21.3 Within 15 days after notice in writing is given by the Developer to the Purchaser/s that the Said Flat is ready for use and occupancy, 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/AUDA 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.

- 21.4 The Purchaser acknowledges that amount of Maintenance shall be utilized as under:

For the purpose of this Agreement Maintenance charges will be applicable at the time of possession and will be utilized for maintenance of Cluster, Society and Township. Amount of Maintenance charged shall be comprising of cluster, township and corpus which will handed over to service society/organization of purchaser/s as more specified as above in clause 10.1.

PROVIDED THAT in the event, amount of Maintenance charged 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;

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 society/apex body with respect to the buildings/ clusters in the Township.

- 21.5 In the event of the Organization of Purchaser/s being formed and in the

event of any Purchaser/s being admitted as a member of the Organization of Purchaser/s before the sale of all the premises in the Said Building or Buildings the powers and authorities of the Organization of Purchaser/s of the premises in the Said Buildings shall be subject to the overall control of the Developer/Godrej in respect of any of the matter concerning the Said Building. The Developer / 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/s of such premises shall be admitted as member of the Organization of Purchaser/s with the same rights, same benefits and subject to same obligation as the Purchaser/s and the other members of the Organization of Purchaser/s may be entitled/ liable to any reservation of condition whatsoever and the Purchaser/s hereby agrees to give consent to admit such Purchaser/s as the members of the Organization of Purchaser/s without raising any objection whatsoever and without demanding any additional amounts except share money. Further Developer/ Godrej may become a member of the association / society / apex body to the extent of the unsold/ un-allotted flat/covered car parking space in the Said Building.

- 21.6 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/ Godrej/ association / Limited Company/ Organisation of Purchasers/ apex body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/ Godrej/ the association/ Limited Company/ apex body Organisation of Purchasers/ shall deal with the parking space(s) in the manner association / apex body deems fit, subject to the terms of byelaws 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.

- 21.7 At the time of registration of conveyance of the structure of the Said Flat of the Said Building, the Purchaser/s shall pay to the Developer/Godrej, the Purchaser/s' share of stamp duty and registration charges payable, by the Society on such conveyance or any documents or instruments of transfer in respect of the structure of the Said Flat of the Said Building. At the time of registration of conveyance of the Project Land, the Purchaser/s shall pay to the Developer, the Purchaser/s share of stamp duty and registration charges payable, by the apex body or Federation on such conveyance of any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the apex body or Federation.

22. Facility Management Company:

- 22.1 For the purpose of managing the buildings developed on the Said Property, the Developer / Godrej shall be entitled in its absolute discretion to nominate or appoint any person, firm or corporate body, organization or any other person ("Facility Management Company") that shall perform such functions as are required to effectively manage, upkeep and maintain these buildings together with other buildings and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. 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 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/flats in this regard.
- 22.2 The Purchaser/s shall pay to the Developer / Godrej / facility

management company appointed by the Developer / Godrej / Organization of Purchaser/s the proportionate share of the outgoings, provisional charges, taxes, levies and other amounts in respect of the Said Building payable by the Purchaser/s under this Agreement or any such outgoings applicable to the Purchaser/s by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body/ apex bodies. The 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/Godrej to appoint the first Facility Management Company in the Township Project and post formation of the society / association / limited company/ apex body, as the case may be, the Developer will novate the facility management agreement ("FM Agreement") in favor of the society / limited company / 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/ Godrej 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 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.

23. Basement/ Podiums:

The Purchaser/s hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the phase to the extent permissible under the Relevant Laws.

24. Representations and Warranties of the Developer

The Developer hereby represent and warrant to the Purchaser/s as follows:

- a) Shall construct the said Building in accordance with the Layout, plans, designs, specifications approved by the concerned local authority/AUDA and which have been provided to the Purchaser/s, with such variations and modifications as the Developer may consider necessary on final approval of the Township Project or otherwise as required by the concerned authority.
- b) The Developer has a clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Township Project.
- c) The 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.
- d) There are no encumbrances upon the Township Project except those disclosed in the title report.
- e) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Township Project except those disclosed in the title report.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Township Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Township Project, Project Land and said Building/ wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Township Project, Project Land, Building/ wing and common areas.
- g) The Developer has the right to enter into this Agreement and has not

committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

- h) 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 Township Project and the Said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- i) 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 Agreement.
- j) 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.
- k) 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.
- l) No notice from the Government or any other local body or authority/AUDA 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.
- m) 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/s is formed. The said amount or balance, if any, of the aforesaid Maintenance amount shall be paid over by Developer/Godrej to the Organization of Purchaser/s to be formed by the Purchaser/s.
- n) 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.

25. Rights of the Developer/Godrej

- a) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority/AUDA at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority/AUDA occupancy and /or completion certificates in respect of the Apartment/Flat.
- b) Subject to, and to the extent permissible under the Relevant Laws, the Developer/Godrej may, either by itself and/or its nominees/associates /affiliates also retain some portion / units/ apartment/flats in the Project which may be subject to different terms of use, including as a guest house/corporate apartment/flats.
- c) All unsold and/or unallotted apartment(s)/flat(s)/premises/units, area and spaces in the Said Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Said Building / phase and Project Land shall always belong to and remain 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 / phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- d) The Developer/Godrej shall without any reference to the Purchaser/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Developer/Godrej shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units in the Said Building / phase 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. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer/Godrej shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

- e) 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 phase to the extent permissible under the Relevant Laws.
- f) 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 Project Land in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Developer/Godrej shall be bound by the terms and conditions herein contained.

26. Representations and Warranties of the Purchaser/s

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

- a) on or before delivery of possession of the Said Flat pay to the Developer/Godrej, the Balance Sale Consideration, proportionate share of taxes, any other charges as decided by the Developer, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Developer and such amounts agreed upon in clause no.1.1.
- b) pay the applicable stamp duty, registration charges Legal/ Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same

is executed.

- c) the 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. The Purchaser/s shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle.
- d) 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.
- e) 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 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, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer/Godrej until the complete optimization of the Project Layout. The Developer/Godrej shall also have right to construct 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/Godrej, and raise any dispute in the Court by way of injunctions or prohibitory orders from

any tribunal, body or authority or under any provisions of law or otherwise.

- f) not to raise any requisition for further documents or objection to the title and/or the rights of the Developer/Godrej in relation to the Project Land on any ground whatsoever.
- g) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the Said Flat.
- h) Pay to the Developer/Godrej 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 as mentioned in Clause 2.1 and clause 10.1.
- i) Confirm/declare that he/she has agreed to purchase the Said Flat after due verification of all the relevant aspects and has satisfied himself/herself in this regard.
- j) Confirm/declare that he/she shall not claim any right, title or interest in case of any present, future and excess FSI being made available to the Developer/Godrej with regard to Godrej Garden City till the time the entire Township Project has not been handed over to the Apex Body and till then the Developer/Godrej shall be entitled to utilize the same as per their mutual understanding.
- k) Confirm/declare that any refund to be made under this Agreement by the Developer to the Purchaser/s, shall be made in favour of the First Applicant (in case of more than one applicant/Purchaser/s) of the Said Flat. Such refund by the Developer in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Purchaser/s of the Said Flat and all the applicants of the Said Flat shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Developer and further state and confirm that this mode of refund shall absolutely discharge the

liability of the Developer/Godrej against the remaining applicants/Purchaser/s of the Said Flat.

- l) 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/AUDA, if required.
- m) 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 that in the event of happening of any of the events as mentioned above, the Purchaser/s would be solely responsible for the same.
- n) To carry out at his own cost all internal repairs to the Said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the 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/AUDA 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/AUDA and/or other public authority.

- o) Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said Flat is situated and shall keep the portion sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Said Flat without the prior written permission of the Developer and/or the Society or the Limited Company.
- p) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Said building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- q) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the Project Land and the Said Building in which the Said Flat is situated.
- r) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority/AUDA or Government or giving water, electricity or any other service connection to the Said building in which the Said Flat is situated.
- s) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority/AUDA 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.

- t) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat until all the dues payable by the Purchaser/s to the Developer/Godrej under this Agreement are fully paid up.
- u) 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/AUDA 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/ apex body/ federation regarding the occupancy and use of the Said Flat in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- v) The Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and Said Building or any part thereof to view and examine the state and condition thereof.
- w) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/ communications or the sample flat/ mock flat and its colour, texture, the fitting(s)/ fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/ or services or cannot be construed as same. The Purchaser/s has/ have not relied on the same for his/ her/ their/ its decision to acquire Said Flat in the phase and also acknowledges that the Purchaser/s has/ have seen all the sanctioned Layout plans and time schedule of completion of the Township Project.
- x) The Purchaser/s undertakes that the Purchaser/s has/ have taken the decision to purchase the Said Flat in the phase out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the

Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

- y) Save and except the information/ disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Said Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel.
- z) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the 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.
- aa) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Flats or of the said Project Land and the Said Building or any part thereof. The Purchaser/s hereby agree that the Purchaser/s shall have no claim save and except in respect of the Said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the same is transferred as hereinbefore mentioned.
- bb) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the Building/Wing in the jurisdiction of Ahmedabad Municipal Corporation.

27. Foreign Exchange Management Act

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Apartment/Flat are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s to

comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/ approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

28. Anti-Money Laundering

- a) The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the Said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time ("Anti Money Laundering").
- b) The Purchaser/s further declare(s) and authorize(s) the Developer / Godrej to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/ are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their /its knowledge.
- c) The Purchaser/s further agree(s) and confirm(s) that in case the Developer / Godrej become aware and/or in case the Developer / Godrej are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws, then the Developer / Godrej shall at its sole discretion be entitled to cancel/ terminate this

Agreement. Upon such termination the Purchaser/s shall not have any right, title or interest in the Said Flat neither have any claim/ demand against the Developer / Godrej, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/ termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement only after the Purchaser/s furnishing to the Developer / Godrej a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

29. Default By Purchaser/s

- a) In the event, the Purchaser/s fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer / Godrej shall be entitled, without prejudice to other rights and remedies available to the Developer / Godrej including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/ terminate the transaction.
- b) In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Developer / Godrej shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/ brokers, if any, and (d) administrative charges as per Developer's/Godrej policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer/Godrej may incur either by way of adjustment made by the bank in installments or paid directly by the Developer/Godrej to the bank,(collectively referred to as "Non-Refundable Amounts". Balance amounts, if any, without any liabilities towards costs/ damages/ interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing

and registering the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer / Godrej, failing which the Developer / Godrej shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution / registration shall not prejudice the cancellation, the Developer's/Godrej right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell /transfer the Said Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Said Flat and/ or Car Park(s) and/or the Township Project and/or the Project Land and the Purchaser/s waives his/ her/ their/ its right to claim and/or raise any disputes against the Developer /Godrej and Land Owners in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

30. Termination by Purchaser/s prior to receipt of Occupation Certificate/Building Use Permission.

In the event, the Purchaser/s intends to terminate this Agreement for reasons other than those attributable to the Developer's/Godrej's default, then the Purchaser/s shall give a prior written notice (" Notice") of 60 (sixty) working days to the Developer/Godrej expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer/Godrej, this clause shall be dealt with in accordance with clause 29 (b) and the Developer/Godrej shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer / Godrej, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives

his/her/their/its right to claim and/or dispute against the Developer / Godrej in any manner whatsoever. Further, upon such termination, the Developer / Godrej shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion.

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

- 31.1 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 the Project Land till such time the Land is handed over to the association/society/condominium/apex body/apex bodies.
- 31.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Apartment/Flat to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/units in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

32. 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 Laws.

- b) It is further agreed by the Purchaser that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("Brand Name") shall at all times be subject to the sole control of the Godrej. It is agreed and accepted by the Purchaser 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. The Brand Name will be associated with the Township Project including Project Land and the Said Building. 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 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 and the association / apex body / apex bodies of the flat and the Purchaser shall not be entitled to change the name of the Township Project / Premises without written consent of Godrej.

33. Representations for Third Parties

The Purchaser hereby 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 nor make any claims/demands on Developer / Godrej or any of its sister concerns/ affiliates with respect thereto.

34. Fit out Manual

- a) The Purchaser agree(s) and undertake(s) that on receipt of possession,

the Purchaser shall carry out any fit-out/ interior work strictly, in accordance, with the rules and regulations framed by Developer / Godrej / association / apex body / apex bodies ("Fit-Out Manual") and without causing any disturbance, to the other purchaser of flat(s)/ premises/ units on the Said Premises. The Fit-Out Manual will be shared at the time of handing over possession of the Said Premises. Without prejudice to the aforesaid, if the Purchaser make any unauthorized change or alteration or causes any unauthorized repairs in or to the Said Premises or part thereof, the Developer / Godrej shall be entitled to call upon the Purchaser to rectify the same and to restore the Said Premises or part thereof to its original condition within 30 (thirty) days from the date of intimation by the Developer / Godrej in that behalf. If the Purchaser 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 Premises or part thereof (on behalf of the Purchaser) and all such costs/ charges and expenses incurred by the Developer / Godrej shall be reimbursed by the Purchaser. If the Purchaser 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 or Premises. The Purchaser 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 / Godrej 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 Premises or part thereof 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 Premises.

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

35. Hoarding rights

The Purchaser hereby consents that Godrej may and shall always continue to have the right to place/ erect hoarding/s on the Project Land, of such nature and in such form as Godrej may deem fit and Godrej shall deal with such hoarding spaces as its sole discretion until conveyance to the association/ Apex body/ Apex bodies and the Purchaser agree/s not to dispute or object to the same. Godrej shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by Godrej and/or by the transferee (if any).

36. Transfer

Only after (i) payment of minimum _____ percent of the Sale Consideration by the Purchaser and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated , whichever is later, the Purchaser may transfer his rights, title and interest in the Said Flat under this Agreement to any third person / entity after obtaining prior written consent of Developer. Any such transfer by the Purchaser shall be subject to the terms and conditions of this Agreement, relevant laws, notifications/ governmental directions, the Purchaser submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser under this Agreement and payment of applicable transfer /

administrative fee of INR_____/ - (Rupees_____only) per square meter plus taxes as applicable on the Total Area of the Said Flats to the Developer. Further, Developer reserves the right to allow such transfer at its sole discretion.

37. Mortgage & Security

The Developer 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 Apartment/Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause 21.1 above. The Purchaser/s hereby gives express consent to the Developer 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 Apartment/Flat agreed to be transferred hereunder.

38. Appointment of vendors for internet and cable facility

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

39. 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 noncompliance 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.

40. 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 subregistrar as and when intimated by the Developer / Godrej.

41. 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, 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.

42. Provision Of This Agreement Applicable To Purchaser/s / Subsequent Purchaser/s

42.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Township Project shall equally be applicable to and enforceable against any subsequent purchaser/s of the Said Flat, in case of a transfer, as the said obligations go along with the Said Flat for all intents and purposes.

42.2 Right to amend

This agreement may only be amended through written consent of the parties.

43. 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.

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

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

45. Further Assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

46. Miscellaneous

In the event of the Said Flat being transferred by the Purchaser/s to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Township Project including but not limited to Clause 26 (***Representations and warranties of the Purchaser/s***), and suitable clauses to this effect shall be incorporated by the Purchaser/s in the document conveying the Said Flat to such transferee/s.

- 46.1 Developer/Godrej shall have lien on the Said Flat in respect of any unpaid installment of the Sale Consideration (and Location Benefit Charges, if any). The payments made by the Purchaser/s shall be first adjusted towards the interest due if any and only then towards the balance amount of the Sale Consideration payable, if any, as more particularly set out in in this Agreement.
- 46.2 If the Purchaser/s brings to the notice of the Developer any structural defect in the Said Flat/ Said Building within a period stipulated under the relevant laws from the date of handing over of the Said Flat(s) to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Said Flat(s) or the Said Building in which the Said Flat is situated or any defect on account of workmanship, quality

or provision of service then, wherever possible such defects shall be rectified by the Developer at his 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. Provided that the Developer 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.

46.3 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 46.2, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

46.4 The Developer / Godrej shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the Township Project or any part thereof as agreed between them.

46.5 Place of Execution

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

46.6 The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/sale deed 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.

47. 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 email 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: info@shreesiddhi.co.in

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

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.

48. Joint Purchaser/s

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

49. Stamp duty and Registration charges

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

50. 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.

51. Governing Law / Dispute Resolution

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

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 Mr. Vishal Nanda)

WITNESSES:

1. _____

2. _____

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),.

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 th 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

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

PHOTO

THUMBMARK

Land Owners



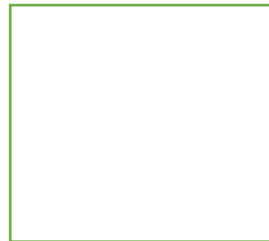
SHREE SIDHI INFRABUILD PVT. LTD.
Through their Power of Attorney Holder,
Mr.Kalpesh B Patel

The Developer, i.e. Shree Siddhi Infrabuildcon LLP



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

Godrej Properties Limited



Godrej Properties Limited
Through its Authorized Signatory
Mr. Vishal Nanda

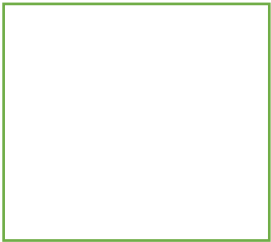
Purchasers

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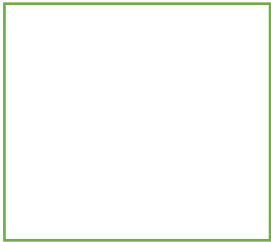
THUMB

(Use Left Hand &
Black Ink Only)

1. Y _____
()



2. Y _____
()



ANNEXURE A
(AUDA Commencement Certificate)

ANNEXURE-B

Copy of Registration Certificate obtain from Real Estate Regulatory Authority

ANNEXURE C
Layout

ANNEXURE D
Common Areas, Facilities and Amenities

ANNEXURE-E

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