

AGREEMENT FOR SALE
GODREJ AIR PHASE II / GODREJ AIR NXT

This Agreement for Sale (“**Agreement**”) executed on this _____ day of _____, 2018, at Bangalore:

By and Between:-

Mr. R. K. KALESWARAN, (PAN. ABYPK7512J), Son of Late. Sri. R. Kuppuswamy, aged about 70 years, permanently residing at No.244, 3rd Main Road Mahalaksmi Layout Bangalore 560086, hereinafter referred to as “**VENDOR No.1**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **FIRST PART**

AND

Mr. K. PADMARAJAN, (PAN.ACSP1105D), Son of Late. Sri. R. Kuppuswamy, aged about 64 years, permanently residing at No.244, 3rd Main Road Mahalaksmi Layout Bangalore 560086, hereinafter referred to as “**VENDOR No.2**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **SECOND PART**

AND

Mrs. R. VARALAKSHMI, (PAN.ACVPV6651P), Wife of Mr. A. Rajendran aged about 61 years, permanently residing at No.278, 4th main, Mahalaksmi Layout, Bangalore 560086, hereinafter referred to as “**VENDOR No.3**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the **THIRD PART**;

AND

Mr. K. RAMASWAMY., (PAN. AAXPR8071P), Son of Late Mr. R. Kuppuswamy, aged about 68 years, permanently residing at No.244, 3rd Main Road Mahalaksmi Layout Bangalore 560086, hereinafter referred to as “**VENDOR No.4**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **FOURTH PART**;

The Vendor Nos.1 to 4 are represented by their General Power of Attorney Holder Godrej Housing Projects LLP, through its Authorised Signatory.

Herein after referred to as the “**Vendor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, assigns and administrators).

AND

Godrej Housing Projects LLP, (LLPIN: AAD0883) **PAN: AANFG9969R** a Limited Liability Partnership Firm duly registered under the Limited Liability Partnership Act, 2009, and having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli(East), Mumbai – 400079, represented by its Partner – Godrej Properties Ltd., a Company duly registered under the Provisions of the Companies Act, 1956 and having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai – 400079 and regional office at No.80, Hulkul Ascent, Lavelle Road, Bangalore – 560001, through its Authorised Signatory

Hereinafter referred to as the “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns)

The Vendor Nos.1 to 4 and the Developer are collectively known as the “**Promoters**”.

AND

(DETAILS OF PURCHASER)

Hereinafter referred to as the “Allottee/s”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns;

The Vendors, Developer and Allottee/s shall herein after collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context therewith requires,-

- a) “Act” means the Real Estate (Regulation and Development) Act,2016 (16of 2016);
- b) “Appropriate Government” means the Government of Karnataka;
- c) “Rules” means the Karnataka Real Estate(Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act,2016;

d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

e) “Section” means a section of the Act.

f) “GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.

g) “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.

h) “Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.

i) “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, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement, including the Real Estate Regulatory Laws.

WHEREAS:-

A. The Vendors are the absolute owners of all that piece and parcel of residential property bearing Survey Numbers 13/6, 14/3, 16/4, 16/5 in all measuring 05 Acres 12 Guntas, situated at Hoodi village, Krishnarajapura Hobli, Bangalore East Taluk which is more fully described in the Item No. 01 of the Schedule A hereinbelow;

B. The Vendor No. 04 is the absolute owner of all that piece and parcel of residential property bearing Survey Number 15/2, measuring 01 Acre 12 Guntas situated at Hoodi village, Krishnarajapura Hobli, Bangalore East Taluk which is more fully described in the Item No. 02 of the Schedule “A” herein below. The Item No. 01 and Item No.02 more fully described in the Schedule hereinbelow are together hereinafter referred to as the Schedule A Property (“Said Land”);

C. The Vendors acquired the Item No.01 of the Schedule “A” Property by virtue of a registered Gift Deed, dated 23.08.2016 bearing Document No.INR-1-04125-2016-17, C.D.No.INRD174, registered in the office of the Sub Registrar, Indiranagar, Bangalore, wherein the Vendor No.1 became entitled to 3815.49 Sq.Mtrs (41,070 Sq.ft.) of undivided share, right, title and interest in the Item No.01 of the Schedule “A” Property, Vendor No.02 became entitled to 7631.17 Sq.Mtrs (82,142 Sq.ft.) of undivided share, right, title and interest in the Item No.01 of the Schedule “A” Property, Vendor No.03 became entitled to 2370.30 Sq.Mtrs (25,514 Sq.ft.) of undivided share, right, title and interest in the Item No.01 of the Schedule “A” Property and Vendor No.4, became entitled to 7631.17 Sq.Mtrs (82,142 Sq.ft.) of undivided share, right, title and interest in the Item No.01 of the Schedule “A” Property;

D. The Vendor No.04 acquired the Item No.02 of the Schedule “A” Property by virtue of a registered Sale Deed dated 02.08.1995 registered on 13.08.1996 bearing Document Number 4164/1995-96, Book – I, Volume Number 1125, from pages 243 to 250 registered in the office of the Sub Registrar, Krishnarajapuram, Bangalore executed by Mrs.Munipujamma, Mr.Pillaiah.M, Mr.Pattanduraiah, Mr.Krishnappa and Mr.Nagappa;

E. The Schedule A Property is assigned with BBMP Khatha bearing No. _____;

F. The Vendors with an intention to develop the Schedule “A” Property / Said Property entered into a registered Development Agreement dated 20.10.2016 with the Developer herein vide document bearing No.VRT-1-02911-2016-17, C.D.No.VRTD321, in the office of the Sub Registrar, Varthur, Bangalore. Simultaneously, the Vendors have executed a registered General Power of Attorney dated 20.10.2016 in favour of the Developer herein bearing Document No.VRT-4-00152-2016-17, stored in C.D.No.VRTD321, in the office of the Sub Registrar, Varthur, Bangalore;

E. Pursuant to the execution of the said Development Agreement the Developer obtained a Development Plan from Bangalore Development Authority vide D.L.P. No. BDA/TPM/DLP-26/2016-17 dated 09.05.2017 and the Building plan sanction from Bruhat Bengaluru Mahanagara Palike to develop the Item No.01 of the Schedule “A” Property into a residential Apartment project, vide L.P.No.0258/2016-17 comprising of Two Towers, North Tower consisting of 4 Blocks and Club House Building and South Tower consisting of 4 Blocks and each block consisting of Basement, Ground and 16 upper floors. Thereafter the Promoter launched a residential project on the Item No.01 of the Schedule A Property comprising of 02 towers together having 08 multi-storeyed apartment buildings/blocks and the said project is named as “**GODREJ AIR**”;

F. Based on its right and entitlement in terms of the said Development Agreement, the Developer is going to develop the Land and carry out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit. 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.

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G. The Promoters had earmarked the Item No.02 of the Schedule A Property for future Development in the said Development Plan and Building Plan stated above. The Promoters being desirous of developing the Item No. 02 of the Schedule A Property modified the Development Plan and Building Plan bearing NO. _____ vide LP. No. _____ dated _____ on the Item No.01 and Item No.02 of the Schedule A Property comprising of two Phases. Phase I consists of _____ Towers together having _____ multi-storeyed Apartment Buildings/Blocks and Phase II consists of _____ Towers together having _____ multi-storeyed Apartment Buildings/Block and the said Project shall be known as “**GODREJ AIR**”;

H. The Promoters agree and undertake that it shall not make any changes to these approved plans except as stated in this Agreement and in strict compliance with Section 14 of the Act and other laws as applicable. The Promoter simultaneously while obtaining the Development Plan sanction, as per the terms of the plan approval have relinquished an area measuring 2146 Square Metre out of the Schedule ‘A’ Property in favour of Bangalore Development Authority vide a registered Relinquishment Deed dated 24.04.2017 bearing Document No. BDA-1-00267-2017-18, C.D.No.BDA224, registered on 25.04.2017 registered in the office of the Sub Registrar, Bangalore Development Authority;

I. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

J. The Said Land is earmarked for the purpose of developing into a residential project, _____ dated _____ on the Item No.01 and Item No.02 of the Schedule A Property comprising of two Phases. Phase I consists of _____ Towers together having _____ multi-storeyed Apartment Buildings/Blocks and Phase II called as Godrej Air NXT consists of _____ Towers together having _____ multi-storeyed Apartment Buildings/Block and the said Project shall be known as “**GODREJ AIR**”;

K. The Developer has presently commenced the development of Phase II of the said Land, which phase is to be developed on a portion thereof of the said Land (“**Project Land**”) on the Item No.02 of the Schedule A Property written and shown on the Plan thereof hereto annexed as **Annexure ____** in the name and style of “GODREJ AIR NXT” for predominantly residential use consisting of ____ no. of Building(s) / Wing(s) comprising of shared ____ basement, podium, ground and ____ upper floors (“**Phase**”).

L. The Developer has registered the Project Godrej Air Phase II/Godrej Air NXT under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore bearing Registration No. PRM/KA/RERA/_____;

M. The Developer has appointed the following Consultants for Godrej Air Phase II/Godrej Air NXT Project:-

Sl.No.	Name	Nature of Work
1.	Inform Architects	Architecture
2.	Design Tree Service Consultants Pvt. Ltd.,	Structural & MEP Consultants
3.	Anup.S.Shah Law Firm	Title Verification Report

N. The Allottee had applied to the Developer for an apartment in the project vide application dated _____ and has been allotted Apartment No _____ type _____ on the _____ in **Tower _____** in Godrej Air Phase II(Godrej Air NXT”) along with ‘_____’ dependent / independent covered parking space(s) “Car Park(s)” as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under the Act (hereinafter referred to as the “**Apartment**” more particularly described in Schedule “B” and the floor plan of the Apartment is annexed hereto and marked as Schedule “C”).The Carpet Area of the said Apartment is _____ square meters and Exclusive Areas of the said Apartment is _____ square meters. For the purposes of this Agreement

“**Carpet Area**” means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment and

“**Exclusive Areas**” means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said Apartment for exclusive use of the Allottee/s. Carpet Area and Exclusive Areas are together referred to as “**Total Area**”

O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

P. The Vendors, who are the absolute owners of neighbouring lands have granted the Development Rights of Site Number 236, (portion of Survey Number 12), Hoodi village, Krishna Rajapuram Hobli, Bangalore East Taluk, also to the Promoter along with the **Schedule “A” Property** vide afore mentioned Development Agreement dated 26.10.2016 bearing Document No.VRT-1-02911-2016-17, C.D.No.VRTD321 in the office of the Sub Registrar, Varthur, Bangalore.

Q. By virtue of the said Development Agreement the Vendors and the Developer have agreed to set aside Site No.236, Hoodi village, Krishnarajapuram Hobli, Bangalore East Taluk for future Development and such future development shall be considered as future phases of Godrej Air project upon completion and become part and parcel of GODREJ AIR. The Developer is entitled to develop the said land bearing Site No.236 by modifying the existing Development Plan sanction for GODREJ AIR and the Allottee/s/s confirm that he/she/they is/are aware

of the same and hereby give his/her / their consent for such future development of Godrej Air by modification of existing Plan. This Allottee/s is / are aware that the Allottees and occupiers of the said future development in neighbouring land bearing Site No.236 Hoodi Village, Krishnarajapuram Hobli, Bangalore East Taluk, shall use the entrance, approach road, pathway, infrastructure, Club House, other facilities and amenities of GODREJ AIR in common with the Allottees of Godrej Air. The Allottees of the said future development shall have the perpetual right to use the entrance, Road, Club House and other amenities. The Allottee/s confirms that he / she / they do not have any objection for the same. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the representations made by the Promoters;

R. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage / covered parking as specified in this Agreement.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuation consideration, the parties agree as follows:-

1. TERMS

Subject to the terms and conditions as details in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment for residential use along with Car Park/s as per the terms mentioned in this Agreement.

2. Description of Apartment, Car Park(s) and Common Areas and Facilities & Total Consideration

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

(a) a residential Apartment of the aforesaid total area _____ sq mtrs, on the _____ **floor** of the **Godrej Air Phase II / Godrej Air NXT, TOWER-**____, Apartment No _____ which is more particularly described in the B Schedule hereunder written and shown in brown hash on the plan thereof thereto annexed as Schedule D;

(b) _____ independent covered car parking space(s) situated in the basement (“**Car Park(s)**”).

2.2 Constructed or being constructed in the Project, along with the right to use the Common Areas more particularly described in the Schedule E and Facilities more particularly described in the Schedule E.

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

2.4 The Carpet Area of the Apartment is ___ square meters and the Exclusive Areas of the Apartment ___ square meters aggregating to total area of ___ square meters. The Carpet Area & Exclusive Areas shall have the meaning as described to it in Recital above.

2.5 In consideration of the above, the Allottee/s hereby agrees to pay to the Developer a total lump sum Total Consideration of **Rs. _____/- (Rupees _____ Only) ("Total Consideration")** for the Total Area Apartment for Residential use the break-up of the total cost is as morefully described in the Schedule D herebelow.

2.6 The Total Consideration above includes the initial amount paid by the Allottee to the Developer towards the part consideration of the Apartment.

2.7 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification;

2.8 Provided further that if there is any increase in the taxes after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged to the Allottee;

2.9 The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in clause (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules /notifications together with dates from which such taxes / levies etc., have been imposed or become effective;

2.10 The Total Consideration of Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, Club House Charges etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

2.11 The Total Consideration is escalation – free, save and except the applicable taxes and increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the statutory authorities, local body(ies), government, competent/ planning Authority ("**Authorities**") and / or any other increase in charges which may be levied or imposed by the Authorities from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities.

3. PAYMENT SCHEDULE & MANNER OF PAYMENT

3.1 The Allottee/s hereby agrees to pay to the Developer the Total Consideration of **Rs. _____/-(Rupees _____ Only)** as per the Payment Plan morefully described in the Schedule D herebelow

3.2 The Allottee hereby agrees and undertakes to register this Agreement on payment of 10% (ten percent) of Total Consideration to the Developer. Further the Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").The Allottee has paid a sum of **Rs. _____/- (Rupees _____ Only)** as part payment towards the Total Consideration of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein;

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

3.4 All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **"GODREJ HOUSING PROJECTS LLP _____ COLLECTION ACCOUNT"**.

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

Beneficiary's Name	GODREJ HOUSING PROJECTS LLP PH _____ COLLECTION ACCOUNT
Beneficiary's Account No.	_____
Bank Name	HDFC Bank
Branch Name	FORT BRANCH
Bank Address	Maneckji Wadia Bldg, Ground Floor, Nanik Motwani Marg, Fort, Mumbai 400023
Swift Code	HDFCINBBXXX
IFSC Code	HDFC0000060

3.6 Further, at the express request of the Allottee/s, the Developer may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

3.7 In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/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 “**GODREJ HOUSING PROJECTS LLP _____ COLLECTION ACCOUNT**”.

3.7 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement 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 Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.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.

3.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, plot or building, as the case may be, except in accordance with the prevailing Laws. Further, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations in accordance with the prevailing Laws.

4. TAXES

4.1 The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee/s and the project to the Association of Allottee/s or the competent authority, as the case may be, after obtaining the completion certificate.

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

4.3 In case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification in accordance with the Relevant Laws.

4.4 Further that if there is any increase in the taxes after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall be dealt in accordance with the Relevant Laws;

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

5. TAX DEDUCTED AT SOURCE

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

6. VARIATION

The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within forty five days. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'D'. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 3.1 of this Agreement.

7. RIGHTS OF ALLOTTEE

7.1 Subject to the terms of this Agreement, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:-

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as per the Relevant Laws.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment and the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be subject to the safety conditions and norms imposed by the Developer and the Developer shall have the right to restrict access of the Allottee to certain places in the project on account of safety reasons. The Allottees shall seek prior permission from the Developer before visiting/entering the Project Site.

7.2 It is made clear by the Promoters and the Allottee agrees that the Apartment along with one covered parking along with exclusive garden / terrace allotted if any shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure of Phase I & Phase II, for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project and the future development as envisaged under the terms of this Agreement. The Allottee/s hereby consent for such future development as detailed supra by the Developer in this Agreement.

8. PAYMENT OF OTHER CHARGES

8.1 The Allottee/s shall on or before delivery of possession of the said Apartment deposit and keep deposited with the Developer the amounts towards other charges morefully described in the Schedule D herebelow, which shall be transferred to the society / limited company / federation / Apex Body

9. LEGAL CHARGES FOR FORMATION OF SOCIETY / LIMITED COMPANY / FEDERATION / APEX BODY

The Allottee/s shall on demand pay to the Developer charges / expenses towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES

10.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immoveable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or under Relevant Laws. The Allottee understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2 The Developer accepts no responsibility in regards to matters specified under the terms herein. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third Party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

11. ANTI- MONEY LAUNDERING

11.1 The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment 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 (collectively “**Anti Money Laundering**”).

11.2 The Allottee/s further declare(s) and authorize(s) the Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

11.3 The Allottee/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Developer to the Allottee/s in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

12. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

13. TIME IS ESSENCE

13.1 Time is essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.

13.2 Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in Schedule D.

14. INTEREST

14.1 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.

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

14.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment and the Car Park(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

15. CONSTRUCTION OF THE PROJECT / APARTMENT

15.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along

with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall not also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority or any other concerned Authority and shall not have an option to make any variation / alteration / modification in such plans, other than in accordance with the Relevant Laws.

15.2. The Developer has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Allottee/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout plan except for the current Phase in such manner as the Developer may deem fit, subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

16. FLOOR SPACE INDEX

16.1 The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a single land on the basis of the available Floor Space Index (“FSI”) on the entire Land.

16.2 Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Land as it thinks fit and the Allottees of the apartment(s)/flat(s)/premises/units in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.

16.3 The Allottee/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner as the Developer deems fit.

16.4 The Allottee/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the said Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Land.

16.5 Neither the Allottee/s nor any of the other Allottees of the apartment(s)/flat(s)/premises/units in the buildings being constructed on the Land (including the Building) nor the association / apex body / apex bodies to be formed of Allottees of apartment(s)/flat(s)/premises/units in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) / Land is conveyed to the association / apex body / apex bodies in the manner set out herein below.

16.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.

16.7 The Allottee/s or the association / apex body / apex bodies of the Allottees shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the 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.

17. ADHERENCE TO SANCTIONED PLANS

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Apartment to the Allottee/s obtain from the concerned local authority occupancy certificate in respect of the Apartment.

18. POSSESSION OF THE APARTMENT

18.1 The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project, on receipt of occupation certificate on or before _____ (“Delivery Date”), subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however, the Delivery Date of possession of the Apartment and the Common Areas and Facilities shall stand extended on account of (i) any force majeure event and/or (ii) reasons beyond the control of the Developer (“Extension Event”). For the purpose of this Agreement, “Force Majeure” event shall include war, flood, drought, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

18.2 Further, in the event the Developer is unable to file for occupation certificate 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 Allottee/s, the Developer shall refund the amounts received from the Allottee/s along with applicable Interest from the date of payment of such amount till refund thereof.

19. PROCEDURE FOR TAKING POSSESSION

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

19.2 Upon receiving a written intimation from the Promoters as per the terms mentioned herein, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee/s. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Apartment within the time stipulated by the Developer, then the Allottee 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 Apartment (“**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 Apartment shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

19.3 It is hereby agreed by the Parties that upon receipt of occupation certificate for the said Apartment/Flat, the Allottee/s shall not be entitled to terminate this Agreement. Further, in case the Allottee/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, then the Developer 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 Allottee/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 shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Apartment/Flat. Possession of the property will be delivered only after registration of Sale deed.

20. OUTGOINGS

20.1 From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

20.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Allottee/s further agrees that till the Allottee/s’s share is so determined, the Allottee/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Allottee/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 to the common organization.

20.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/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.

21. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee as follows:-

(i) The Vendors have absolute, clear and marketable title with respect to the said land, the Developer has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Said Land or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter 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 Allottee created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement or sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be;

(x) The Schedule 'A' Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule A Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all 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 project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and / or the Project.

22. ALLOTTEE/S DEFAULT

22.1 In the event if the Allottee/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 30 (thirty) days prior notice to the Allottee/s, to cancel/terminate the transaction.

22.2 In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) 10% being Booking Amount from the amounts paid till such date and (b) 10% of the total consideration being the earnest money, (c) Interest on any overdue payments and (d) brokerage paid to channel partners/brokers, if any, and (e) administrative charges as per Developer's policy and (f) all taxes paid by the Developer to the Authorities and (g) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (h) any other taxes which are currently applicable or may be applicable in future and (i) subvention cost (if the Allottee/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank,. Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee/s and the Developer's right to sell/transfer the Apartment 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 Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

22.3 Termination by Allottee/s before Delivery Date:

In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("**Notice**") of 30 (thirty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with the terms mentioned in this Agreement.

23. ASSOCIATION STRUCTURE

23.1 The Developer shall at its discretion, as prescribed under the Relevant Laws:

T. form association of the Allottees of apartment(s)/flat(s)/premises/units in the Building(s) (being either a Apartment Owners Association, co-operative society/condominium/limited company or

combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.

(ii) form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("Apex Body") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) ("Apex Bodies") for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.

(iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 21 below), the maintenance and management of the Project, without any reference to the Allottee/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.

(iv) Make provisions for payment of outgoings/CAM to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Apartment is located and the entire Project.

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

Commented [PL2]: New clause incorporated as per HO. Sales and Marketing to confirm if there are any open car parks.

23.3 The Allottee/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within 10 (ten) days from intimation by the Developer. The Allottee/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other Allottees of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s). The Allottee/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee/s, if any changes or modifications are made in the draft bye-law of

the association / apex body / apex bodies by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Allottee/s hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

23.4 The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building(s)/Wing(s).

23.5 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all Allottees 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 bears to the total area of all the apartment(s)/flat(s)/premises/units in the said building/s / wing/s.

24. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:-

24.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for the first year has been included in the Total Price of the Apartment. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the 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 Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Allottee's proportionate share of the outgoings as provided under Schedule D). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

24.2 The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.

24.3 The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the Apartment by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other Allottees of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other Allottees of apartment(s)/flat(s)/premises/units in this regard.

24.4. The Allottee/s have been informed and the Allottee/s acknowledge that the Vendor/Promoter has installed centralised air purifying technology system in the project to protect each of Allottee/s apartment from pollution related health hazards. The Alottee/s recognise that the Vendor/Promoter with utmost concern has appropriated to ensure the authenticity and accuracy of the Centralised air purifier product and Vendor/Promoter disclaim the liability of the correctness and infallibility of the same. The Allottee/s are aware that the air filters are the most important component in an air purifier and should be checked for clogging, wear and tear and lifespan, therefore air purifier requires an out-of-cycle replacement and needs specialized assistance for periodic maintenance. The Vendor / the Promoter shall do their best to ensure that

Air Purifier product information is correct. However, on occasions manufactures to keep up with the pace of ever changing technology, keep on altering and upgrading their product due to which there may be fatal breakdown of performance of the product and service and in that circumstances a situation may arise where the Vendor/Promoter/Association of Allottee/s may have to discontinue with the centralised air purifying system temporarily/permanently and install air purifier system to individual apartments separately. The Vendor/Promoter explicitly disclaims all warranties of any kind, whether express or implied including but not limited to, the implied warranties of fitness of a particular purpose. The Allottee/s hereby agree/s that he/they shall not have any claim against the Vendor/Promoter with respect to any such technical breakdown or discontinuation of centralised air purifying system caused due to the reasons aforementioned.

25. DEFECT LIABILITY

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within the period stipulated under the Relevant Laws by the Allottee/s from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge to the Allottee/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 / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

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 above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

26. CLUB HOUSE AND FACILITIES:

26.1 The Promoter shall construct a Club House and Swimming Pool at the location sanctioned by BBMP, for the benefit of the apartment owners in the Project and the Allottee/s shall be bound by the rules, regulations and bye-laws framed by the Association of Owners for using the Club House and other amenities and facilities. The Allottee/s shall pay the subscription, maintenance and other outgoings of the said Club House as demanded by the Promoter to the Association. However, the Promoter shall complete the facilities in the Club House in a phased manner and Allottee/s shall pay the proportionate subscription, maintenance and other outgoings of the said Club House, its amenities and facilities as demanded by the Promoter or by the Association. In addition to the above rules, the Allottee/s has also agreed to abide by the following terms :

- a.** That the Allottee/s shall abide by the rules and regulations laid down by the Association of Owners. The Allottee/s acknowledge/s and agree/s that it/they has/have a continuing obligation to contribute towards the subscription and maintenance charges which may be fixed by the Association from time to time. Should the Allottee/s fail to pay the maintenance charges and same being due for more than 60 days, then the Promoter/ Apartment Association shall have absolute right to disconnect amenities / facilities to such Apartment unit owned by the Allottee/s.
- b.** The Club House and its Facilities is available to the Allottee/s as long as the Allottee/s is/are the owner of the Schedule 'B' Apartment. In the event of the sale or transfer of the Schedule 'B' Apartment by the Allottee/s in any manner whatsoever, the transferee shall become entitled to the membership of the said Club House and Facility and the Allottee/s herein shall no longer be the member of the Club House and Facility.
- c.** The Allottee/s is informed and made aware that the owners/occupants in the future development shall also be entitled the use of this Club House and its Facilities and Swimming Pool as members of the integrated development. Such Owners shall enjoy the facilities without any hindrance as enjoyed by the other Allottee/s herein in the integrated development and will also be liable to the same terms and

conditions as other owners and shall also be liable pay the subscription and maintenance charges as the owners/occupants in “**GODREJ AIR**”.

d. The use of Club House and Facility by the Allottee/s shall apart from the other rules and regulation shall be in the following manner:

- In the event the **Schedule ‘B’ Property** is purchased by a partnership firm or any Association of Persons (AOP) then only the person occupying the Schedule ‘B’ Apartment shall be entitled to use the said Club House and Facility.
- In the event of the apartment being purchased by a Public Limited or a Private Limited Company, then in that event only the person authorized by the company to occupy the apartment shall be entitled to the use of the said Club House and Facility.
- In case of inheritance of the said apartment, then in that event, the person inheriting / occupying the Schedule ‘B’ Apartment shall be entitled to membership of the said Club House and Facility.

26.2 In the event of there being co-owners of Schedule ‘B’ Apartment then in that event such co-owners occupying the apartment will be entitled to the use of the said Club House and Facility. In any other case like tenancy, lease, license etc., the occupier of the Schedule ‘B’ Apartment will be entitled to the use of the said Club House and Facility.

27. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all common areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and / or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

28. USAGE

Use of Basement and Service Areas:- The basement(s) and service areas, if any, as located within the GODREJ AIR project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc., and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the Allottee/s for rendering maintenance services.

29. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

29.1 The Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized.

29.2 The Allottee/s further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the fact / façade of the Building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee/s shall also not change the colour scheme of the outer walls or paintings of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible

goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

29.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and / or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

30. FIT OUT MANUAL

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

30.2 Upon the possession of the Apartment being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment provided the Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the Apartment as aforesaid. If the Apartment is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or Allottees therein, the Allottee/s consent(s) to the Developer to break open the lock on the main door/entrance of the Apartment and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the Apartment.

31. BRAND NAME & PROJECT NAME

31.1 It is agreed by the Allottee/s that the name of the Project "**GODREJ AIR**" or of the individual towers may be changed at the sole discretion of the Developer and the Allottee/s shall not be entitled to raise any objection to the same.

31.2 It is further agreed by the Allottee/s that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("**Brand Name**") shall at all times be subject to the sole control of Godrej Properties Limited ("**GPL**"). It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the

color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including Project Land, the Building, as well as the association / apex body / apex bodies (which would be formed gradually), unless a different understanding is captured between GPL and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all

times vest in and be held exclusively by the GPL. The Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Allottee/s and the association / apex body / apex bodies of the Apartment Allottees shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

32. REPRESENTATIONS BY THIRD PARTIES

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

33. TRANSFER

Only after payment of (i) minimum 50%(fifty percent)of the Total Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated: _____, whichever is later from (i) and (ii), the Allottee/s may transfer his rights, title and interest in the Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs.1614/- (Rupees One Thousand Six Hundred and Fourteen only) per square meter plus taxes as applicable on the Total Area of the Apartment to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

34. OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE/S

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

a) To maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated nor shall demand partition of the Allottee's interest in the Apartment and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Developer and/or the society or the limited company.

e) 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 building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

g) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

i) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottees of apartment(s)/flat(s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;

j) Pay to the Developer, within 7 (seven) working days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Apartment or Building(s)/Wing(s);

k) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;

l) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Apartment/s in the Building, without the prior written permission of the Developer/association/concerned authorities;

m) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building or Land or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and

n) After possession of the Apartment is handed over the Allottee/s, the Allottee/s may insure the Apartment from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.

o) The Allottee/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

p) The Allottee/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Apartment in the 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.

q) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society/limited society, the Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

r) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or federation, the Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

s) Usage of Apartment Areas & Car Parks by Allottee

The Allottee/s agree(s) to use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. The Allottee/s further agree(s) to use the garage or parking space only for purpose of keeping or parking vehicle.

t) The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The

Allottee/s has/have not relied on the same for his/her/their/its decision to acquire Apartment in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

u) The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Apartment in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

v) Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

w) The Allottee/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 Apartment and/or Car Park(s) by concerned authorities due to non-payment by the Allottee/s or any other Apartment Allottee of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

35. RIGHTS OF THE DEVELOPER

35.1 Developer obligation for obtaining occupation certificate (OC)/completion certificate (CC)

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

35.2 Hoarding rights

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

35.3 Retention

Subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ Apartments in the Project which may be subject to different terms of use, including as a guest house / corporate apartments.

35.4 Unsold apartment/flat

(i) All unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project Land shall always belong to and remain the property of the Developer at all times and the Developer 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 Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

(ii) The Developer shall without any reference to the Allottee/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 shall be entitled to enter in separate agreements with the Allottees of different apartment(s)/flat(s)/premises/units in the Building / Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association / apex body / apex bodies. The Allottee/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 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.

35.5 Basement/Podiums

The Allottee/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 Project to the extent permissible under the Relevant Laws.

35.6 Assignment

The Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

35.7 Compliance Of Laws, Notifications Etc., By Parties:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

35.8 Additional Constructions:

The Allottee hereby consents that the Developer shall be entitled to construct any additional area/structures in the Project as the Developer may deem fit and proper as described in this Agreement and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/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 Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the said Land. However, in the event if the Developer decides to put any other additional construction apart from what is stated in this Agreement, shall do so as per the provisions of the relevant Laws.

35.9 Promoter Shall Not Mortgage Or Create A Charge:

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 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, 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 23 above. The Allottee/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 agreed to be transferred hereunder.

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

35.10 Apartment Ownership Act:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972. The Promoter showing compliance of various laws / regulations as applicable in Bangalore and Karnataka.

35.11 Conveyance Of The Said Apartment/ Flat:

The Developer, on receipt of the Total Consideration for the Apartment and Car Park/s, shall execute a conveyance deed in favour of the Allottee/s within the timelines as mentioned under the Relevant Laws, provided that the Apartment shall be equipped with all the specifications, amenities, facilities as mentioned in this Agreement. In the event the Allottee/s fails to deposit the stamp duty and/or the registration charges, other ancillary registration charges within the timelines as per the Relevant Laws, the Allottee/s hereby authorizes the Developer to withhold registration of the conveyance deed in his/her favour till such amounts are paid by the Allottee/s to the Developer.

36. APPOINTMENT OF VENDORS FOR INTERNET AND CABLE FACILITY

The Developer has informed the Allottee/s and the Allottee/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 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. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Allottee/s and /or other occupants of apartment(s)/flat(s)/premises/units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Allottee/s and/or occupants of apartment(s)/flat(s)/premises/units in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Developer 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.

37. RIGHT OF ALLOTTEE/S TO THE APARTMENT AND COMMON AREAS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment 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 said structure of the building is transferred to the society/limited company or other body and until the Project Land is transferred to the Apex Body /federation as hereinbefore mentioned.

38. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub Registrar under the jurisdiction of District Registrar, Bangalore as and when intimated by the Promoter.

39. ENTIRE AGREEMENT

This Agreement, along with its Schedules, Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.

40. RIGHT TO AMEND

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

41. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

42. WAIVER NOT A LIMITATION TO ENFORCE

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

42.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

43. SEVERABILITY

If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the 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. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its Authorised Signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bangalore after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub – Registrar under the jurisdiction of District Registrar, Shivajinagar at Bangalore. Hence this Agreement shall be deemed to have been executed at Bangalore.

47. NOTICES

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their

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

48. SATISFIED WITH THE DEVELOPER'S TITLE

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer 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 Allottee/s.

49. JOINT ALLOTTEES

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

50. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under:

51. GOVERNING LAW

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

52. DISPUTE RESOLUTION

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

53. REVISION

The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of the Agreement and the enforceable part of this Agreement, shall be in full force and Parties shall in good faith revise this Agreement in accordance with any change in law/statute/rules/notifications/circulars/gazette.

SCHEDULE 'A' PROPERTY

(DESCRIPTION OF THE ENTIRE PROPERTY)

ITEM NO.01:-

All that piece and parcel of residential property bearing Survey No.13/6, 14/3(old Number Sy.No.14/1), 16/4, 16/5 all situated at Hoodi Village, Krishnarajapura Hobli, Bangalore East Taluk in all measuring 05 Acres 12 Guntas and bounded on the

East by : Land bearing Sy.No.14/1 and Sy.No.15/2;
West by : Land bearing Sy.No.13/5 and Sy.No. 16/3;
North by : Site bearing No.236 (carved out of Sy.No.12) and Site No.235 (carved out of Sy.No.12) and Road;
South by : Land bearing Sy.No.18.

ITEM NO.02:-

All that piece and parcel of residential property bearing Survey No.15/2, situated at Hoodi Village, Krishnarajapura Hobli, Bangalore East Taluk in all measuring 01 Acre 12 Guntas and bounded on the

East by : Land bearing Sy.No.15/3;
West by : Land bearing Sy.No. 16;
North by : Land bearing Sy.No. 15/1;
South by : Land bearing Sy.No. 17;

The entire Schedule A Property in all measures 06 Acres 24 Guntas now bears BBMP Khatha No._____ and the consolidated

SCHEDULE 'B' PROPERTY

(DESCRIPTION OF THE APARTMENT AGREED HEREBY)

A '_____' apartment bearing No. _____ on the _____ floor of Tower '____' known as "GODREJ AIR PHASE – II / GODREJ AIR NXT" of the residential development constructed on the Schedule 'A' Property, having a Carpet Area of ____ Sq. Mt., Exclusive Area measuring _____ square Metre and proportionate common area measuring ____ Sq Mt together with/without exclusive right to use of the garden area and with '_____' Car Parking Space in Basement.

Commented [PL3]: Sami Sir to confirm. S.D. and Conversion boundaries are differing

SCHEDULE 'C'
FLOORPLAN OF THE APARTMENTS

SCHEDULE 'D'

TOTAL CONSIDERATION AND PAYMENT PLAN

The Total Consideration as stated in Clause 2.10 shall be Rs. _____/- (Rupees -----
-----Only).

The Allottee has already paid the initial amount of Rs. _____/- (Rupees _____Only)
as part consideration towards the said Apartment. The Balance sale Price shall be payable as per the Payment Plan
detailed here below:-

PAYMENT SCHEDULE

SCHEDULE 'E'

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF
THE APARTMENT AND PROJECT)**

IN WITNESS WHEREOF parties here in above named have set the irrelative hands and signed this Agreement for Sale at Bangalore in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED for and
on behalf of the above named **VENDORS**
by their GPA Holder
GODREJ HOUSING PROJECTS LLP by its
authorized representative

SIGNED AND DELIVERED for and
on behalf of the above named **DEVELOPER**

GODREJ HOUSING PROJECTS LLP by its
authorized representative

SIGNED AND DELIVERED by the
Within named**ALLOTTEE/S**

WITNESSES:

- 1)
- 2)

DRAFTED BY: