

THIS IS A PROFORMA OF AN AGREEMENT FOR SALE WHICH SHALL BE MODIFIED AS PER THE COMMERCIAL UNDERSTANDING ARRIVED AMOUNGST THE PARTIES.

TYPOGRAPHICAL ERRORS/ CLAUSE REFERENCING ERRORS/SPELLING ERRORS/LANGUAGE MODIFICATIONS/MINOR CHANGES, IF ANY SHALL BE MODIFIED AT THE TIME OF EXECUTION OF THE DRAFT WITH A POTENTIAL ALLOTTEE.

DRAFT WITHOUT PREJUDICE FOR DISCUSSION PURPOSE ONLY

AGREEMENT FOR SALE

This Agreement for Sale ('Agreement') is made and executed at Bengaluru on this ____ day of ____, year Two Thousand and Twenty Five (__/__/2025).

By and between:

M.S. RAMAIAH VENTURES LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at: 10th Floor, Prestige Obelisk, Kasturba Road, Bengaluru-560001; [holding LLPIN: AAC-2431] [holding PAN: AAYFM7006J], represented by its authorized signatory , _____ (under Partners' Resolution dated _____), hereinafter referred to as 'Developer' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors in interest and assigns) of the One Part;

And

MR/MRS/MS. _____, Aadhar: _____, (PAN _____), aged ____ years, an adult Indian Inhabitant, residing at _____;

MR/MRS/MS. _____, Aadhar: _____, (PAN _____), aged ____ years, an adult Indian Inhabitant, residing at _____;

MR/MRS/MS. _____, Aadhar: _____, (PAN _____), aged ____ years, an adult Indian Inhabitant, residing at _____;

OR

MESSERS _____ (PAN _____), a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at _____

_____, through its authorized representative Mr./Ms. _____, Aadhar: _____, authorized vide Partner's Resolution dated _____;

OR

_____ (PAN _____), a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at _____ and its administrative/branch/regional office at _____, through its authorized representative Mr./Ms. _____, Aadhar: _____, authorized vide Board Resolution dated _____,

hereinafter referred to as the **"Purchaser/s"** (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators & in the case of firm/company or any other organization, the organization, their partners/ directors/ owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **Other Part**;

The Developer and the Purchaser/s are hereinafter collectively referred to as **"Parties"** and individually as **"Party"**.

DEFINITIONS:

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

- a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 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) **"GST"** means and includes any tax imposed on the supply of goods or services or both under GST Law.
- e) **"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.
- f) **"Car Park(s)"** shall mean the car parking space/s (if any) allotted to the Purchaser/s under this Agreement.
- g) **"Cess"** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.
- h) **"Earnest Money"** shall mean 20% of the Sale Consideration.
- i) **"Estimated Other Charges"** shall have the meaning as ascribed to it under clause 7.1 of this Agreement.
- j) **"Non-Refundable Amounts"** shall collectively mean and include all of the: (a) Earnest Money or a part thereof paid till such date (b) Interest on any overdue payments (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Developer's policy (e) all taxes paid by the Developer to the Authorities (f) amount of stamp duty and registration charges

to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank.

- k) **“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 (Regulation and Development) Act, 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017.

WHEREAS:

- A. By a sale deed dated 01.03.2024, registered with the office of the Sub-Registrar of Assurances at Devanahalli Bangalore Rural under Serial No. 17629/2023-24 entered into between M R Janakiram -HUF and four others and M.S. Ramaiah Ventures LLP, the Developer acquired the right, title, and interest in all that piece and parcel of land admeasuring in aggregate 53Acres 04 Guntas (including 10 Guntas of kharab land), situated at Akkalenahalli - Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bengaluru Rural District, (hereinafter referred to as the **“Larger Land”**) The Larger Land is more particularly described in the **Schedule-I** hereunder written and delineated by [●] colour on the plan thereof annexed with this Agreement as **Annexure A**.
- B. As per the Relevant Laws and in terms of the approvals granted by the Government Authority (*that is the Development Plan and Building Plan*), the Developer is mandatorily required to handover the following portions in the Larger Land to the Bangalore International Airport Area Planning Authority (**“BIAAPA”**) and to the local panchayat towards the corresponding reservations/setback as detailed below:
1. an area admeasuring – 43,019.02 square meters towards parks and 10,764.73 square meters towards open space admeasuring in aggregate 53,783.75 square meters in favor of BIAAPA vide a registered relinquishment deed dated 19.02.2025 bearing document number DNH- 1-19485/2024-25 registered in the office of the Sub Registrar Bangalore Rural (Devanahalli);
 2. an area admeasuring 8,038.93 square meters has been relinquished for the purpose of road as per the master plan of BIAAPA and an area admeasuring 6,972.81 square meters towards public utility in favor of the Panchayat Development Officer vide a registered relinquishment deed dated 01.03.2025 bearing document number DNH- 1-19995/2024-25 registered in the office of the Sub Registrar Bangalore Rural (Devanahalli);

Sr. No. (1) to (2) shall hereinafter be collectively referred to as **“Reservations”**. The said Reservations; The said Reservations are more particularly delineated on the plan thereof annexed hereto as Annexure A.

- C. The Developer intends to develop the Larger Land net of the Reservations admeasuring [●] square meters (“**Land**”) for the purpose residential and commercial development of multi-storey residential apartment complex in a phase wise manner under the name and style of “**Godrej MSR City**” (“**Project**”) and is more particularly described in the **Schedule-II** hereunder written and delineated by [●] colour on the plan thereof annexed with this Agreement as **Annexure A**.
- D. The said Land is assigned with Panchayat E-Khata issued by the office of the Rural Development and Panchayath Raj Department.
- E. The Project is accessible from the primary motorable access of 18 (Eighteen) meters wide road, having perpetual access in terms of the Development Plan (*defined hereinafter*). The Purchaser/s of the Project shall be entitled to access the said Land /Project and/or use, utilize the access road for all kind of movement. The said access, shall be utilized in common with the purchasers/ owners/occupants, visitors, nominees, successors and assigns of the Developer.
- F. The Developer is currently undertaking the development of an area admeasuring 69,759.26 square meters out of the said Land in the name and style of “**Barca at Godrej MSR City**” and is more particularly described in the **Schedule-III** hereunder written and delineated by [●] colour on the plan thereof annexed with this Agreement as **Annexure A**. The Developer has obtained a Development Plan dated 06.03.2025 vide reference no. BIAAPA/TP/DP/91-2024-25 from the office of BIAAPA (“**Development Plan**”). The Developer has also obtained the sanctioned building plans for Barca at Godrej MSR City vide reference no. BIAAPA/TP/CC/503/2024-25 dated ____, from the office of the ____ (“**Building Plan**”). The Developer has obtained the commencement certificate for Barca at Godrej MSR City vide reference no. ____ dated ____, from the office of the ____, in accordance with Relevant Laws (“**Commencement Certificate**”).
- G. The Barca at Godrej MSR City will comprise of 6 (six) buildings. Each such building shall consist of thirty-one (31) ____ comprised of 1,961 apartments (“**Building**”). Each building will have two (2) basements, a ground/stilt floor, and fourteen (14) upper floors. with Common Areas and Amenities provided in Annexure [●] (“**Common Areas and Amenities**”). The Purchaser shall have access to two (2) Clubhouses (as defined herein) and Common Areas and Amenities in common with all the purchaser/s in the Project. The Purchaser/s hereby confirm and undertake that neither the Purchaser/s nor any society, common organization, association, and/or Apex Body formed for this Project shall at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Amenities. The Common Areas and Amenities shall be used in accordance with Relevant Laws. The Purchaser/s herein is fully aware of the scheme of development of the Project, the development and consents to the same and shall not raise any objection in future.
- H. Additionally, the Developer intends to acquire / has acquired additional lands adjoining to the Project and may at its discretion add such adjoining lands to the Project in accordance with Relevant Laws. The Purchaser/s has / have been informed by the Developer and the Purchaser/s has / have understood, confirmed and agreed that the Developer may amalgamate such additional

lands with the Project and develop the adjoining lands along with the said Land as a single project in a phase wise manner, which may result in modification / amendment of the Development Plan. It is further agreed that the common areas and amenities may be common and may be shared by the occupants of such buildings constructed on the additional lands.

- I. The Developer has registered Barca at Godrej MSR City the under the provisions Karnataka Real Estate Regulatory Authority (KRERA) bearing Registration No: _____.
- J. The Developer may at its absolute discretion, amend/alter/modify and/or carry out further development in a phase-wise or segment-wise manner in consonance with the Relevant Laws, in the manner as the Developer may deem fit. The Developer reserves the right to add and/or delete one or more basement / floors to the Building, add new building/s having one or more tower within the Project and/or also change the location of any of the buildings, amenities, and facilities within the Project or change the nature of the building(s) proposed to be constructed on the said Land and/or Barca at Godrej MSR City, as the Developer deems it fit as per Relevant Laws. The Purchaser/s agrees and understands that the approved Development Plan, Building Plan and conditions prescribed in relation to the same may be subjected to further revisions/ amendments/ modifications by the BIAAPA, either due to any change required by the Developer or as a result of changes in the Relevant Laws and/or revisions in regulatory approvals from time to time
- K. In the event of any acquisition or requisition of any portion of the said Land and/or Barca at Godrej MSR City and/or the Project for public purposes by any government / authorities as per Relevant Laws, the Developer may handover / relinquish such affected areas to the respective government/ authorities and thereafter modify the Development Plan and appropriately reduce the total extent of the Project. However, the Developer assures the Purchaser/s that the area of the **Schedule 'A' Apartment** (*defined hereinafter*) shall not be affected and there shall be no reduction of any amenities or facilities. Additionally, the Purchaser/s by themselves or through the Association/ Apex Body, shall not be entitled to claim any compensation for such reduction of land area from the said Land and shall have no objections / reservation whatsoever regarding the same.
- L. The Developer is entitled to develop the said Land by modifying the existing Development Plan sanction, Building Plan sanction and all required approvals including changing of the Project design, RERA sanctions and all required approvals of this Project or any of the phases, the Purchaser/s confirm that he/she/they is/are aware of the same and hereby give his/her/their consent for such modification / development of the said Land and Project into separate projects/phase's.
- M. The development envisaged on the said Land is composite, which the Developer intends to develop in a phase-wise or segment-wise manner. Owing to the composite nature of the development, the Developer shall have the right to grant access to the other phases of the Project in the same manner as available to the Purchaser/s of the Project. The Purchaser/s confirm that he/she/they is/are aware of the same and hereby give his/her/their unequivocal and irrevocable consent for the same.

- N. The Developer has appointed M/s. Hafeez Contractors, Bangalore, as their Architects, who is registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- O. The Developer has appointed Buro Happold Engineers India Pvt. Ltd., as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s and/or Project;
- P. The Developer has secured the Certificate of Title with respect to the Larger Land from DSK Legal, Bangalore.
- Q. The Developer has given inspection to the Purchaser/s of all the documents of title relating to the said Land, the Project, Barca at Godrej MSR City and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act and the Rules made thereunder.
- R. The Developer has secured approvals from the concerned local authority(s) in relation to the Project and the said Building and shall obtain required approvals from various authorities from time to time, including applicable occupancy certificate, as the case may be;
- S. While sanctioning approvals for the development on the Project Land, the concerned local authority has laid down certain terms and conditions, to be observed and upon due observance and performance of which only, the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority;
- T. The Purchaser/s with an intent to purchase has applied to the Developer for allotment of an Apartment No. <Property Name> on **Floor < Floor name>**, in Tower No. <Tower name>, along with _____ (“Car Park(s)”) in the basement of the Building along with pro-rate share in the common areas (“Common Areas”) as defined under the Act and as per the terms of this Agreement (more fully described in the **Schedule A** here below and hereinafter collectively referred to as the “Apartment”);
- U. The RERA Carpet Area of the said Apartment is **<RERA Carpet Area> square meters (<RERA Carpet Area> sq. ft.)** and Exclusive Areas of the said Apartment is **<RERA Exclusive Area> square meters (<RERA Exclusive Area> sq. ft.)** (hereinafter collectively referred to as “**Total Area**”). For the purposes of this Agreement (i) “**RERA 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 Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment and (ii) “**Exclusive Areas**” means exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment for exclusive use of the Purchaser/s;

- V. The authenticated copies of the plan of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the competent authority have been annexed and marked as Annexure 'E'. The specification to be provided in the Apartment is hereto annexed and marked as Annexure 'C'. The Common Areas and Amenities appurtenant to the said Apartment is hereto annexed and marked as Annexure 'D' - Part I;
- W. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- X. Prior to the execution of these presents, the Purchaser/s has paid to the Developer a sum of ₹ **<Total Payment Received> (Rupees <Total Payment Received in words>Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee ("**Application Money**") (the payment and receipt whereof the Developer hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer, the balance of the sale consideration in the manner hereinafter appearing;
- Y. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment and the Car Park(s);

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. Construction

- 1.1 The Developer is developing the Barca at Godrej MSR City which will comprise of 6 (six) buildings. **Each such building shall consist of Fourteen Floors (14) floors comprised of 1,961 apartments** with Common Areas and Amenities in accordance with the approved plans, designs and specifications. The Developer shall be entitled to carry out minor additions due to architectural and structural reasons duly recommended and verified by Architect or Engineer as per the provision of the Act and as required under the Relevant Laws.
- 1.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project 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 Purchaser/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the approved plans except for the Building in such manner as the Developer may deem fit, subject to the sanction of the concerned authorities, without diluting the

rights/entitlements of the Purchaser/s and the Purchaser/s hereby gives his/her/their no-objection and consent/s to the same.

- 1.3 The Common Areas and Amenities of the Project shall at all times remain common and shall be shared by all the residents of the Project. The Purchaser/s hereby confirm/s and undertake/s that the Purchaser/s and/or society/common organization of the Phase/Project shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Amenities by the Purchaser/s/ / member / residents of the Project. Further, the costs and charges towards such Common Areas and Amenities shall be shared between all the Purchaser/s / member/s / resident/s of the Project. The Purchaser(s) hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.
2. **Description of Apartment, Car Park(s) and Common Areas and Facilities & Sale Consideration**
- 2.1 At the request of the Purchaser/s, the Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Developer the Apartment which is more particularly described in the Schedule 'B' hereunder written and shown on the plan thereof annexed as Annexure 'E' being constructed in the Building of the Project along with the right to use the Common Areas and Amenities more particularly described in the Annexure 'D' - Part I in common with other residents of the Project and any future development of the Developer within / adjacent / near the said Land .
- 2.2 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 Building and the Apartment as are set out in Annexure 'C' annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertake/s that the Purchaser/s shall not raise any objection in respect thereof hereafter.
- 2.3 The **RERA Carpet Area** of the Apartment is _____ square meters (_____ sq. ft.) and the **RERA Exclusive Areas** of the Apartment is _____ square meters (_____ sq. ft.) aggregating to **Total Area** of _____ square meters (_____ sq. ft.). The RERA Carpet Area & RERA Exclusive Areas shall have the meaning ascribed to it hereinabove.
- 2.4 In consideration for the above, the Purchaser/s hereby agrees to pay to the Developer a total lump sum of ₹_____ /- (Rupees _____ Only) ("**Sale Consideration**") for the Total Area of the Apartment for residential use, towards the Car Park, towards proportionate consideration for Common Areas charges and towards other charges as more fully set out in Annexure B herein below.
- 2.5 Along with the aforementioned Sale Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 7.1 of this Agreement in the manner detailed/specified in Payment Plan (Annexure B) annexed hereto.

2.6 The Purchaser/s has paid an initial amount of ₹ _____ /- (Rupees _____ only) to the Developer as part payment towards the part Sale Consideration of the Apartment. The Purchaser/s hereby agrees to pay the balance Sale Consideration and other charges towards the Apartment as per the Payment Plan (Annexure B) annexed hereto, as demanded by the Developer within the time and in the manner specified therein.

2.7 The Purchaser/s agrees and understands that 20% (twenty percent) of the total consideration shall be the earnest money, being the part-payment of the total consideration, to ensure the due performance of the Agreement by the Purchaser/s, which shall be forfeited in case of non-performance on the part of Purchaser/s in terms set forth under this Agreement. (“**Earnest Money**”).

3. **VARIATION IN AREA**

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

4. **Payment Schedule & Manner of Payment**

4.1 The Purchaser/s hereby agree/s and undertake/s to execute this Agreement on payment of 10% (Ten percent) of the Sale Consideration. Further, the Purchaser/s shall make the payment as per the Payment Plan set out in Annexure B (the “**Payment Plan**”). The Developer has the discretion to raise invoices for the milestones in accordance with the Payment Plan annexed hereto;

4.2 The Purchaser/s shall make the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of each milestone as per the Payment Schedule annexed hereto. Intimation by email or in any other way forwarded by the Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, 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 Purchaser/s as per the

Payment Plan mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “M S RAMAIAH VENTURES LLP-RERA Designated Account for BARCA AT GODREJ MSR CITY – 924020017790418, M G Road Branch”.

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

Beneficiary's Name : M S RAMAIAH VENTURES LLP-BARCA-GODREJ MCA

Beneficiary's Account No. : _____

Bank Name : _____

Branch Name : _____

Bank Address : _____

Swift Code : _____

IFSC Code : _____

MICR CODE : _____

- 4.4 In case of any financing arrangement entered into by the Purchaser/s with any financial institution with respect to the purchase of the Apartment, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution, without any delay or default, timely disburses/pays all such installment of Sale Consideration and other charges due and payable to the Developer under this Agreement through an account payee cheque/demand draft drawn in favour of “M S RAMAIAH VENTURES LLP-BARCA-GODREJ”. The Purchaser/s has to provide a valid in-principle sanction letter of loan before registration of Agreement for sale. The Purchaser/s shall solely be responsible and liable to ensure that the disbursement of the same shall not be held by any bank or financial institution for any reasons which shall not be attributable to the Developer, as and when due, and same shall be made by the bank or financial institution without any objection or demur. Any delay or default by such bank or financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of Agreement. The Purchaser/s agrees that in the event the Purchaser/s avails any loan/or loan facilitation services (“**Services**”) from any external third party, the Purchaser/s shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Purchaser/s may have incurred due to the Services so availed.

- 4.5 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all his/her/their/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 Purchaser/s further understand/s and agree/s 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 Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.

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

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

- 4.7 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured 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 under this Agreement. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of ₹5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be ₹10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 4.8 The Sale Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("Authorities") from time to time 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. . The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

5. Taxes

- 5.1 The Sale Consideration and other charges payable under this Agreement exclude Taxes. Taxes include Goods and Services Tax (GST), land under construction tax, No, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Apartment.
- 5.2 For the purpose of this Agreement for Sale,
- "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.*
 - "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act*

and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

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

5.3 Taxes shall be payable by the Purchaser/s on demand made by the Developer within 7 (seven) working days (delay would attract interest as agreed under this Agreement and such penalty as may be imposed by the authority/ties), and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.

5.4 The Purchaser/s and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cess, statutory charges including GST or Other Charges (with taxes thereon) existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each instalment of amounts payable under this Agreement, with retrospective effect, if so required under the Relevant Laws.

6. **Tax Deducted at Source**

The Purchaser/s is/are aware that the Purchaser/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 of the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

7. **Payment of Other Charges**

7.1 The Purchaser/s shall on or before delivery of possession of the said Apartment deposit and keep deposited with the Developer such estimated amounts as morefully described in the Payment Plan (Annexure B) here below and shall be referred to as “**Estimated Other Charges**”, which shall be transferred to the Association of Owners/Apex Body at the time of handover of the Project to the Association of Owners/Apex Body, as the case maybe.

7.2 The Purchaser/s agrees that the Developer shall have a right to adjust the amounts incurred by the Developer towards the maintenance and upkeep of the Project, Common Area and Amenities from the amounts to be paid by the Purchaser/s under Clause 7.1 of this Agreement, without any reference to the Purchaser(s)/ Common Organization / Apex Body/ Apex Bodies.

7.3 The Purchaser/s shall on demand pay to the Developer the amount towards membership fee for the Association of Owners / Apex Body/ies, deposit towards water connection charges, deposit towards electric connection charges including setting up of sub-station, deposit towards gas connection charges, proportionate share of taxes, other charges / levies in respect of the society or limited company / federation / Apex Body and any other charge (if any applicable) as may be decided by the Developer/the Association of Owners/Apex Body/ies towards availing any amenities or forming part of the Project and shall not dispute the same.

- 7.4 It is clarified that the amounts to be paid by the Purchaser(s) under Clause 7.1 and Clause 7.3 of this Agreement are estimated and subject to variation. The actual amounts payable by the Purchaser(s) shall be informed by the Developer to the Purchaser(s) at the time of raising the demand towards the said amounts. The Purchaser/s hereto agrees, confirms and acknowledges that all estimated & tentative charges as mentioned above or in any other part of this Agreement are tentative and are subject to change, without notice at the discretion of the Developer.
8. **Legal charges for formation of society / limited company / federation / Apex Body**
The Purchaser/s shall on demand pay to the Developer a sum, as may be decided by the Developer, towards meeting all legal cost, charges, stamp duty, registration fee and related expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body, transfer of common amenities if applicable and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.
9. **Developer to appropriate dues**
The Purchaser/s authorize/s the Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Developer may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Developer to adjust payments in any manner.
10. **Time is of essence**
- 10.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Barca at Godrej MSR City and handing over the Apartment to the Purchaser/s and the Common Areas to the Association / Apex Body after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 10.2 Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them as and when called upon by the Developer to do so under this Agreement and shall comply with the other obligations under this Agreement.
11. **Interest**
- 11.1 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 subject to applicable taxes, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession;
- 11.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

- 11.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement or/and as demanded by the Developer, have a first charge / lien on the Apartment and the Car Park(s) and the Purchaser/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 Purchaser/s to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.
12. **Floor Area Ratio or Floor Space Index**
- 12.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Larger Land as a single land on the basis of the available Floor Area Ratio (“**FAR**”) or Floor Space Index (“**FSI**”) on the said Land and accordingly the Developer shall develop the said Land in multiple phases/clusters in its absolute discretion.
- 12.2 The Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Barca at Godrej MSR City may not be proportionate to the area of the land area on which the Barca at Godrej MSR City is being constructed. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Barca at Godrej MSR City land area/ said Land as it thinks fit and the Purchaser/ss of the apartment(s)/flat(s)/premises/units in such buildings (including the Purchaser/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, Barca at Godrej MSR City or the said Land .
- 12.3 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said 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 Larger Land or elsewhere as may be permitted and in such manner as the Developer deems fit.
- 12.4 The Purchaser/s further acknowledge(s) that, the Developer at its sole discretion (i) shall also be entitled to freely deal with other projects / phases comprised in the Project or in the Larger Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) may also sell/transfer its stake in the other phases to any person as it deems fit, in accordance with the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Said Land .
- 12.5 Neither the Purchaser/s nor any of the other Purchaser/ss of the apartment(s)/ flat(s)/ premises/ units in the buildings being constructed on the Project nor the Association of Owners / Apex Body to be formed of Purchaser/ss 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 Project, said Land or Larger Land. All FSI and/or TDR at any time available in respect of the Project and/or the said Land or any part thereof shall always belong absolutely to the Developer.

- 12.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project 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 Purchaser/s / association / Apex Body. In the event of any additional FSI in respect of the Project and/or said Land , as the case maybe, or any part thereof being increased as a result of any favourable 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 all such additional FSI for the purpose of the development and/or additions to the built up area on the Project land/said Land as may be permissible.
- 12.7 It is also agreed by the Purchaser/s that even after the formation of the Association of Owners / Apex Body, the Developer, in accordance with the Relevant Laws, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project land and shall thereby continue to retain full right and authority to develop the Project land and to utilize the entire FSI and/or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

13. **Adherence to Sanctioned Plans**

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

14. **Possession**

- 14.1 The Developer shall offer possession of the Apartment to the Purchaser/s, after obtaining the occupancy certificate for the said Apartment on or before **31st March 2030** ("**Delivery Date**") subject to the Purchaser/s being in compliance of all his/her/their /its obligations under this Agreement including timely payments of all amounts. The Developer shall deliver the Common Areas and Amenities, Clubhouse, amenities and Facilities as mentioned under the Annexure 'D', separately on or before the **Delivery Date** to the Association of Owners/Apex Body, subject to the Purchaser/s being in compliance of all his/her/their /its obligations under this Agreement including timely payments of all amounts. The Purchaser/s shall cooperate with the Developer in taking handover of the Apartment in a smooth manner as and when called upon by the Developer to do so, after making payment of the entire Sale Consideration and other charges as per the Payment Schedule. Provided however, the Purchaser/s understand/s and consent/s that the Delivery Date and handing over of the Common Areas, clubhouse, amenities and Facilities shall stand extended on account of (i) any force majeure events and/or (ii) reasons

beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s (“**Extension Event**”). For the purpose of this Agreement, “Force Majeure” event shall also include (a) war, flood, drought, fire, cyclone, earthquake, civil commotion, epidemic, pandemic, short supply of the raw materials or laborers or act of God or any other calamity caused by nature affecting the regular development of the Project; (b) any notice, order, rule, notification of the Government and/or other public competent authority / Court.

14.2 The Developer and Purchaser/s further agree that the possession of the Apartment will be handed over to the Purchaser/s upon execution and registration of Sale Deed of the Apartment.

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

15. **Manner of Taking Possession**

15.1 The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser/s in terms of this Agreement. The Purchaser/s shall take possession of the Apartment within 30 (thirty) days from the date of the Developer offering possession of the Apartment, by executing and registering the Sale Deed, all necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, at the cost of the Purchaser/s, and accordingly the Developer shall give possession of the Apartment to the Purchaser/s. Upon receiving possession of the Apartment or expiry of the said 30 days from offering of the possession (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Apartment, being satisfied with its completion in all aspects, 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 Purchaser/s expressly understand/s that from such date, the risk and ownership to the Apartment shall pass and be deemed to have passed to the Purchaser/s.

15.2 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Apartment as agreed within the time stipulated by the Developer, then the Purchaser/s shall in addition to the above, pay to the Developer holding charges at the rate of ₹500/- (Rupees Five Hundred 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, liability and cost of the Purchaser/s including deterioration and related physical condition of the Apartment.

15.3 Notwithstanding anything contained in this agreement, it is agreed between the Parties that upon receipt of the occupancy certificate issued by the concerned competent authority for the said Apartment/flat, none of the parties shall be entitled to terminate this Agreement. It is however clarified that upon receipt of the occupancy certificate, in case the Purchaser/s default/s in any manner and/ or fail/s to respond and/or neglect/s to take possession of the Apartment within the aforementioned time as stipulated by the Developer, then the Developer shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the entire Sale Consideration towards the Apartment along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Apartment/ flat shall come to an end on the expiry of the time as stipulated by the Developer for the purpose and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s in any manner whatsoever for the possession of the Apartment/flat.

16. **Outgoings**

16.1 From the notice to Possession Date agreed/intimated by the Developer, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Project and Building and his unit namely local taxes, property 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 and/or Said Land and building/s of the Project.

16.2 Until the handing over of maintenance of the Project (including the Building) to the Association of Owners/Apex Body, as the case maybe, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer in its absolute discretion. The Purchaser/s hereby agrees to bear such estimated maintenance cost at actuals plus 15% management fee, if required, as demanded by the Developer, over and above the maintenance cost included in the Payment Plan attached with this Agreement hereinbelow, until the handover of the Project to the Association of Owners/Apex Body/ies. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until the Project is handed over to the Association of Owners/Apex Body as aforesaid. Upon handing over of maintenance of the Project, the balance amount of deposits collected from the Purchaser/s towards the upkeep and maintenance of the Project shall be paid over by the Developer to the Association of Owners/Apex Body, as the case maybe. The Purchaser/s further agrees that any deposit made by him, whether for the corpus or maintenance, will not accrue any interest.

- 16.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit towards maintenance, contingency/sinking fund, outgoings and legal charges and shall utilize such amounts only for purposes for which they have been received.
- 16.4 The Project is presently not connected with water from the Relevant Authority, the source of water is outsourced, Upon the handover of the Project to the Owners Association, the Association shall make the necessary arrangements for the water supply. The charges for the water services shall be borne by the Association/Purchaser/s .
- 16.5 In case, the transaction being executed by this Agreement between the Developer and the Purchaser/s involves a registered real estate agent who is also registered with the Developer, both the Developer and the Purchaser/s shall be individually liable for the payment of all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker. Each party shall fulfill their respective obligations in accordance with the agreed terms of payment. In addition, the purchaser has agreed that if they act upon the representation of the real estate agent, the developer will not be held liable for any representations made by the real estate agent.
- 17. Defect Liability Period**
- 17.1 If the Purchaser/s bring/s to the notice of the Developer any structural defect in the Apartment/Building within a period stipulated under the Relevant Laws, i.e. presently 5 years, on account of workmanship, quality or provision of service, then such defect, from the date of handing over possession of the Apartment/Building, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartment / Building or defective material being used or regarding workmanship, quality or provision of service.
- 17.2 In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Relevant Laws, having regard to the nature of defect, then the Developer shall be entitled to such additional time period, provided an intimation thereof has been provided to the Purchaser/s/ the association / the maintenance agency, as the case may be. The Purchaser/s hereby agrees to such additional time/extension of time.
- 17.3 However, it is further agreed between the Parties hereto that, after the Possession Date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Purchaser/s and/or any other Purchaser/s/ third party in the Phase or failure of the Purchaser/s to maintain Apartment in a diligent manner or non-compliance of any applicable laws by the Purchaser/s; any force majeure events; where the manufacture

warranty expires and the Purchaser/s/ association/society/federation fails to renew the annual maintenance contracts during the defect liability period.

- 17.4 It is further agreed between the Parties hereto that, the Project as the whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Apartment and the Common Areas and Facilities of the Project/ Phase, wherever applicable. The Developer having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Purchaser/s directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Developer / the manufactures/ the maintenance agency / the association.

It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/sand/or any other Purchaser/s in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/sand/or any other Purchaser/s/person in the Project and/or the whole project and/or the Larger Land. The Purchaser/sis/are aware and agree(s) and confirm(s) that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Purchaser/s is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Purchaser/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Developer in this regard.

- 17.5 After the Possession Date, the Purchaser/s alone shall be liable to rectify and reinstate any damage due to wear and tear of whatsoever nature caused to the Apartment/flat/tower (save and except the defects as mentioned in Clause 17.1), at his/her/its/their own costs and the Developer shall not be responsible for the same. It is clarified that all costs including the cost of re-instating and/or repairing such damage shall be borne by the Purchaser/s alone, without any reference to the Developer.

18. CLUBHOUSE AND FACILITIES:

- 18.1 The Purchaser/s is informed and aware that the Developer shall construct 2 Clubhouse's in the Larger Land as per the rules and regulations prescribed by the concerned competent authority, for the use and benefit of all the residents of the Project in common with the residents of the

future developments within the said Land and other lands acquired by the Developer adjacent to the said Land in the manner solely planned and decided by the Developer from time to time. The Purchaser/s shall be bound by the rules, regulations and bye-laws framed by the Association of Owners/Apex Body, as the case may be, for using the Clubhouse and other amenities and facilities forming part of the Clubhouse. The Developer shall complete the amenities and facilities in the Clubhouse building in a phase-wise manner and the same shall not form part of the Common Areas of the Project. The Developer shall complete the amenities stated in Annexure D-Part II hereto within such time as stipulated herein and the same shall be made available for use of residents of the Project. The amenities stated in Annexure D (Part I and Part II) shall be available for the enjoyment of the residents of the Project as and when the such amenities and facilities are completed and are made available in the manner mentioned above. The Purchaser/s shall enjoy the amenities and facilities in the Clubhouse's along with the residents of future development/phases in the **Barca at Godrej MSR City** and/or said Land . The Purchaser/s is aware and agree that, the clubhouse building along with all the amenities and facilities provided therein shall be handed over to the Apex Association/Association of Owners/competent authority, as the case maybe, as per terms of this Agreement and in compliance of all applicable rules and regulations of the concerned statutory authority. In addition to the above rules, the Purchaser/s has also agreed to abide by the following terms:

- a. The Clubhouse's and its facilities is available to the Purchaser/s as long as the Purchaser/s is/are the owner of the Schedule 'B' Apartment. In the event of the sale or transfer of ownership of the Schedule 'B' Apartment by the Purchaser/s, the transferee shall become entitled to the membership of the said Clubhouse and facility and the Purchaser/s herein shall no longer be the member of the Clubhouse and its facilities/amenities.
- b. The Purchaser/s is informed and made aware that all the owners/occupants of the said Land may also be entitled to the use of this Clubhouse and its facilities/ amenities as members of the integrated development. Such owners/ occupants shall enjoy the facilities without any hindrance as enjoyed by the Purchaser/s herein in the **Barca at Godrej MSR City** and/or said Land and will also be abided and liable to the same terms and conditions as other owners/occupants and shall be liable to pay the subscription/membership and maintenance charges as the owners/occupants of the **Barca at Godrej MSR City** and/or said Land .
- c. The Purchaser/s is informed and made aware that the Developer shall be responsible to the extent of creating provisions for the services/facilities/amenities forming part of the Clubhouse's and shall not be held responsible for facilitating and/or running such services/facilities/amenities.
- d. The use of Clubhouse's and facility by the Purchaser/s shall apart from the other rules and regulation shall be in the following manner:
 - In the event, Schedule 'B' Apartment is purchased by a partnership firm or any Association of Persons (AOP) then only the person occupying the Schedule 'B'/the Apartment shall be entitled to use the Clubhouse 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 (not exceeding 3 persons) authorized by the company to occupy the Apartment shall be entitled to the use of the Clubhouse and its facilities/amenities.
- In case of inheritance of the Apartment, then in that event, the person inheriting / occupying the Schedule 'B' Apartment shall be entitled to membership of the said Clubhouse and facility.

18.2 In the event of there being co-owners of Schedule 'B' Apartment, in such case, such co-owners occupying the Apartment shall be entitled to the use of the Clubhouse and its facilities/amenities. 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 Clubhouse and its facilities/amenities.

19. **Foreign Exchange Management Act**

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

20. **Anti-Money Laundering**

20.1 The Purchaser/s hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Purchaser/s under this Agreement towards the said 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**").

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

- 20.3 The Purchaser/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. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree/s and confirm/s. In the event of such cancellation/termination, the monies paid by the Purchaser/s till such date shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.
- 20.4 Furthermore, the Purchaser/s acknowledge(s) and confirm(s) that the Apartment is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 ("Benami Act"). The Purchaser/s understand(s) and agree(s) that in the event the Apartment is found to be a 'benami property' as defined under the said Act and any proceedings are initiated under the Act against the Developer or the Apartment, the Developer shall have the right to take appropriate legal action to protect its interests and the interests of bona fide Purchaser/ss. The Purchaser/s shall fully cooperate with the Developer and provide any assistance and documentation as may be required in such proceedings.
- 20.5 It is also expressly agreed by the Purchaser/s that in the event the Apartment is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Developer shall not be liable to refund any amount paid by the Purchaser/s under this Agreement, and the Purchaser/s shall have no claim, whatsoever, against the Developer in respect of such confiscated property.
21. **Default by Purchaser/s**
- 21.1 In the event if the Purchaser/s fails or neglects to (i) make the payment of the Sale Consideration or a part thereof or any installment in accordance with terms of this Agreement and all or any other amounts due including but not limited to Estimated Other Charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) fails to comply with any of its obligations, terms conditions as set out/agreed 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 from the date on which the such payment becomes due and/or may opt to terminate the transaction after giving 30 (thirty) days prior notice to the Purchaser/s.
- 21.2 In case the Purchaser/s fails to rectify the default within the aforesaid period of 30 days then the Developer without being obligated to give any further notice shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and

(g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank and (i) stamp duty and registration charges on this Agreement if paid by the Developer under and scheme and (j) no-cost EMI charges, if any paid by the Developer under any scheme (collectively referred to as the “**Non-Refundable Amounts**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever. simultaneously upon the Purchaser/s executing and registering the deed of cancellation and such other document (“Deed”) as may be demanded by the Developer, within 15 (fifteen) days of termination, failing which the Purchaser shall indemnify the Developer for all loss suffered and that the Developer without any further notice to the Purchaser/s shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, as an authorized constituted attorney / power of attorney holder of the Purchaser/s for such purposes constituted under this indenture and the Purchaser/s hereby acknowledges and confirms the same and undertakes not to raise any claim, demand, compliant or liability on the Developer. The Parties have agreed that the Power given by the Purchaser/s to the Developer to execute and register the said “Deed” shall survive and continue to vest with the Developer even after termination or cancellation of this Agreement. The Parties further confirm that post the refund of any balance amount, the Developer shall have the unfettered 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 Sale Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation or termination, the Purchaser/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the **Barca at Godrej MSR City** and/or the said Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement. Notwithstanding, the above, in the event the Purchaser/s fails to execute and/or admit registration of the Deed in the manner aforesaid, then upon issuance of the termination notice by Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

21.3 Termination by Purchaser/s prior to receipt of Occupancy Certificate:

In the event, the Purchaser/s intend/s to terminate this Agreement for reasons other than those attributable to the Developer’s default, then the Purchaser/s shall give a prior written notice (“**Notice**”) of 60 (sixty) working days to the Developer expressing his/her/their/its intention to terminate this Agreement. The Purchaser/s shall also return all documents (in original) with regards to the transaction under this Agreement to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause above (21.2) and other parts of the agreement by which the Developer shall be entitled to forfeit the Non-Refundable Amounts. The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agree/s to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of

this Agreement including but not limited to timely execution of any such other document as may be required under the Relevant Laws within 15 (fifteen) days of termination by the Developer, failing which the Developer shall be entitled to proceed to execute such other documents, as may be necessary. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the Project and/or the Project land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Apartment at its sole discretion in the manner the Developer feels appropriate even during pendency of any claim or dispute by the Purchaser/s, if any.

- 21.4 The Purchaser/s further agrees and undertakes that on occurrence of such event of termination as provided in Relevant Clauses above, the Purchaser/s shall return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed.
- 21.5 Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser(s) shall not have any right, title and/or interest in the Apartment and/or Parking Space(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Apartment at its sole discretion.

22. Association / Apex Body formation:

- a. Upon obtaining the Occupancy Certificate or Completion Certificate from the concerned statutory authorities for the respective Tower / Building / Project, the Developer shall issue a Possession Intimation Letter ("**PIL**") to the Purchaser.
- b. Within three (3) month from the date of notice to possession, all the purchasers of the tower / Building / **Barca at Godrej MSR City** (as the case may be) shall create an ad hoc committee among the customers of the tower / Building / **Barca at Godrej MSR City/ Project**. The Developer shall provide the necessary details and support to facilitate the formation of the Association/ Apex Body. The ad hoc committee shall inform the Developer of their elected office bearers for the formation of the Association.
- c. The Developer shall after due notification of the office bearers, facilitate the formal establishment of the Association with the said office bearers. The formed Association shall takeover the management and governance of either the tower / Building / **Barca at Godrej MSR City/ Project**, at the discretion of the Developer before the expiry of the said one-year maintenance period.

- d. Notwithstanding anything contained herein, the Developer may transfer the balance available advance maintenance charges collected from the customers pursuant to the terms of this Agreement to the Association/ Apex Body. This transfer is intended to enable the Association to effectively manage and govern the tower / Building / **Barca at Godrej MSR City/ Project**.
- e. The Association shall be responsible for the maintenance, management, and governance of the tower / Building / **Barca at Godrej MSR City/ Project**, including but not limited to common area maintenance, security, and compliance with statutory requirements.
- f. In the event the Association is not formed within one year from the date of notice to possession , the Developer, at its own discretion, may continue to maintain the **Barca at Godrej MSR City and/or Project**. The cost and fees for such maintenance shall be determined by the Developer, and the Purchasers shall pay such amounts to the Developer until the formation and successful handing over of the said tower / Building / **Barca at Godrej MSR City/ Project** by the Association.

23. Association Structure

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

- (i) form association of the Purchaser/ss of apartment(s)/flat(s)/premises/units in the building(s), being either a co-operative society/condominium/limited company or combination of them (hereinafter referred to as the “**Association of Owners**”), as it may deem fit and proper in respect of each of the building(s) comprised in the Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Project including 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 each of the building(s) forming part of the Project, as the Developer may deem fit, for the purposes of effective maintenance and management of the 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 this Agreement), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/Apex Body on such terms and conditions as the Developer may deem fit and

the Purchaser/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.

- (iv) Make provisions for payment of outgoings/CAM to the association & the Apex Body, as the case maybe, for the purposes of maintenance of Building in which the Apartment is located and the entire Project.

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

22.3 The Purchaser/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 the date of receipt of intimation by the Developer. The Purchaser/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 Purchaser/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 Purchaser/ss of apartment(s)/flat(s)/premises/units in the Building. The Purchaser/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 Purchaser/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 Purchaser/s hereby authorize(s) the 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.

22.4 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.

- 22.5 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the governing documents of the association/society such as deed of declaration or memorandum of society or by whatever name it may be called shall be borne and paid by the association/all Purchaser/ss of apartments/flats/premises/units in the building/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.

The Purchaser/s of Apartments in after receipt notice to possession shall pay and bear the maintenance charges of the completed Common Amenities and Facilities. As and when the notice to possession to the Purchaser/s of other towers shall also become liable pay and bear the maintenance charges of such completed Common Amenities and Facilities proportionately. The maintenance of the Project shall be taken over by the Association from the Developer (1) the formation of the Association; or (2) within 9 months from the date of the Occupancy Certificate whichever is earlier. The maintenance shall be handed over by the Developer to the Association within 9 months of receipt of occupancy certificate, for the respective towers, subject to the formation of the Association. In the event the Developer continues to maintain, on the expiry of 9 months from the date of handover of Apartment, the Purchaser shall pay the maintenance charges plus a monthly management fee of 15% of monthly maintenance charges, and applicable taxes on the management fee to Developer or the maintenance of the Common Areas, the Common Amenities and Facilities that are in use and enjoyment , as demanded by the Developer, till such time as the Godrej _____ ' Association takes over the maintenance and management of the Common Area and the Common Amenities . If there is any increase in the maintenance charges being charged by the Developer, such excess charges shall be proportionately borne by the Purchaser and recoverable by the Developer.

24. **Facility Management Company**

- 23.1 By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment of Godrej Living Private Limited (GLPL), or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“**Facility Management Company**”) to manage, upkeep and maintain the Project, Building together with other buildings and the Project Land/Larger Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities. The Purchaser/s hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Purchaser/s’s proportionate share of the outgoings as provided under Clause 16 herein). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. 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/ society / apex body / apex bodies / common organization. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company (“**FM Agreement**”). It is hereby clarified that the Purchaser/s agrees and authorizes the Developer to appoint the Facility Management Company for the **Barca at Godrej MSR City** and or Project and post formation of the society/ association / apex body/common organization, as the case may be, the Developer will novate the FM Agreement in favor of the society / association / apex body/common organization, as the case may be. Post expiry of the tenure of the FM Agreement, the society / association / apex body/common organization, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the Purchaser/ss of the units in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new 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 Purchaser/s / association / apex body / apex bodies/common organization, 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, upkeep, management and control of the **Barca at Godrej MSR City/ Project, Building(s) and/or common areas, amenities and facilities thereto.**

The Purchaser/s agree to promptly pay the necessary maintenance charges for the Project, including Common Amenities and Facilities, Clubhouse, and Swimming Pool, as determined by the Developer or Facility Management Company. The Developer will collect advance maintenance charges (“**Advance Maintenance Charges**”) and maintain the Project for one year. The Developer may choose to handover the maintenance of the common areas, facilities, and amenities to the Association/Apex Body before the end of the one-year period. In such an event, the Developer will transfer the prorated charges (collected in advance) for the remaining period to the Association/Apex Body..

- 23.2 The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Project, **Barca at Godrej MSR City**, its building(s)/ tower(s)/wing(s), common areas, common amenities and common facilities and use of the Apartment / car parking areas by the Purchaser/s for ensuring safety and safeguarding the interest of the Purchaser/ss of apartment(s)/flat(s)/premises/units in the Project and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and/or other Purchaser/ss of apartment(s)/flat(s)/premises/units of the Project.

25. **Fit out Manual**

- 24.1 The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed

by the Developer/association / Apex Body (“**Fit-Out Manual**”) and without causing any damage to the any part of the building, structure etc. or/and disturbance, to the other Purchaser/ss 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 Purchaser/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 Purchaser/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 Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/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 Purchaser/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 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.

- 24.2 Upon the possession of the Apartment being delivered to the Purchaser/s, the Purchaser/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 Purchaser/s or his agents and the Purchaser/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 Purchaser/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/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 Purchaser/ss therein, the Purchaser/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 Purchaser/s on account of such entry into the Apartment.

26. **Representations and Warranties of the Developer**

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

- (i) The Developer has clear and marketable title with respect to the Project land and has the requisite rights to carry out development upon the Project land and also has actual, physical and legal possession of the Project land for the implementation of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Apartment or Project land or the Project except those disclosed in the Title Search Report;
- (iv) There are no litigations pending before any Court of law with respect to the Project land or the Project except those disclosed in the title report and the RERA website;
- (v) The Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project land, Building and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project land and Schedule 'B' Apartment including the Project and the Apartment which will, in any manner, adversely affect the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed in favour of the Purchaser/s, the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s;
- (x) The Developer has duly paid and shall continue to pay and discharge the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, post obtaining the occupancy certificate/completion certificate, as the case may be, payable with respect to the said Project to the competent authorities at the cost and expense of the Purchaser/s till the date of handing over of the Project to the Association of Owners/Apex Body/ies;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for

acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Project land and/or the Project except those disclosed in the title report.

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

- 26.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of apartment(s)/flat(s)/premises/units in the Building being constructed on the Project land (present and future) at all times and the right of access to the Project land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead), other amenities necessary for the full and proper use and enjoyment of the Project land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project land appurtenant to each and every building to be constructed on the Project land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s)/premises/units in building constructed on the Project land till such time the Project land is handed over to the Association of Owners/Apex Body.
- 26.2 Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/units in the buildings to be constructed on the Project land. The Purchaser/s hereby expressly consents to the same.
- 26.3 The Purchaser/s shall co-operate with the Developer in all the future developments that the Developer may undertake in addition to the Project, which may or may not be integrated with the Project. The Purchaser/s shall not hinder or obstruct such future development in any manner whatsoever and the Developer shall have unfettered right to access/ use the Project land free of cost, for the purpose of such future development. In the event, the future development/other phase/s of the Developer is integrated with the Project, the residents of such future development shall have unfettered right to the facilities and amenities including services such as sewage treatment plant, water treatment plant, DG set and such other services which may be located within the Project land at par with the residents of the Project and *vice-versa*, subject to technical feasibility of such usage and further subject to the rules and regulations of the Association along with a resolution passed by Board of the Association to such effect. For clarity, the amenities, facilities and services falling in completed phases to which the Purchaser/s shall be entitled to use/access may be operational and already being maintained by the Developer/facility management company/the existing or ad-hoc association and the Purchaser/s shall not object to the same.

28. Brand Name & Project Name

27.1 It is agreed by the Purchaser/s that the name of the Project “GODREJ _____” or of the individual building/s may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.

27.2 It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of the Developer. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used with the written permission of the proprietor of the Brand Name 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 the Developer has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project land and the Building. However, it shall be the sole discretion of the Developer to associate its name / Brand name with the association / Apex Body / Apex Bodies (which would be formed gradually), on such terms and conditions as may deem fit by Developer. 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 Developer. The Purchaser/s further agree/s to not use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Developer. The Purchaser/s and the association / Apex Body / Apex Bodies of the Apartment Purchaser/ss shall not be entitled to change the name of the Project / Building/s without written consent of Developer.

29. **Representations by Third Parties**

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

30. **Transfer**

Only after (i) payment of minimum 50% (fifty percent) of the Sale Consideration by the Purchaser/s or (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of Allotment Letter in respect of the Apartment, whichever is later, the Purchaser/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 Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of ₹2,500/- (Rupees Two Thousand Five Hundred only) per square meter plus taxes as applicable on the Total Area

of the Apartment to the Developer. On such transfer recorded / endorsed by the Developer, the Purchaser/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The Purchaser/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

31. Obligations, Covenants, Representations of Purchaser/s

30.1 The Purchaser/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 :-

- (i) To maintain the Apartment at the Purchaser/s's own cost in good and tenantable repair and condition from the date 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.
- (ii) 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 Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (iii) Not to put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- (iv) 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 Purchaser/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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) 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 Purchaser/s'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 or other structural members in the Apartment without the prior written permission of the Developer and/or the society or the limited company.

- (vi) 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.
- (vii) 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.
- (viii) That the dry and wet garbage shall be separated and the wet garbage generated in the Building shall be treated separately on the Project land by the residents/occupants of the Building.
- (ix) 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.
- (x) 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 Purchaser/s for any purposes other than for the purpose for which it is sold.
- (xi) Not cause any nuisance, hindrance, disturbance and annoyance to other Purchaser/ss 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;
- (xii) 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 Purchaser/s;
- (xiii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s utility area 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;

- (xiv) After possession date of the Apartment is communicated the Purchaser/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.
- (xv) The Purchaser/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.
- (xvi) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- (xvii) The Purchaser/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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/Apex Body/federation regarding the occupancy and use of the 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.
- (xviii) For maintenance and upkeep of the Project and the buildings forming part thereof in favour of society/limited society, the Developer and their surveyors and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xix) Usage of Apartment Areas & Car Parks by Purchaser/s
The Purchaser/s agree(s) to use the Apartment or any part thereof or permit the same to be used only for the purpose of residence only. The Purchaser/s further agree(s) to use the garage or parking space only for the purpose of keeping or parking car.
- (xx) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Apartment / mock Apartment 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 the same. The Purchaser/s

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

- (xxi) The Purchaser/s undertakes that the Purchaser/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 Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- (xxii) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Apartment or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xxiii) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other Apartment Purchaser/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xxiv) Not to object to any future development/other phases as may be undertaken by the Developer in the Larger Land/ Project land adjacent and/or surrounding the Project land. The Purchaser/s hereby specifically consents to co-operate with the Developer towards facilitating any future development/other phases undertaken by the Developer in the Larger Land/ Project land adjacent and/or surrounding the Project land. The Purchaser/s hereby consents for integration of infrastructure with such future development in the manner as may be solely decided by the Developer. The Purchaser/s agrees and confirms that the Developer shall exercise absolute discretion in terms of planning and installing the infrastructural and other services in the Project and future development/other phases in the Larger Land.
- (xxv) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under this Agreement or as and when demanded by the Developer.

32. Rights Of The Developer

31.1 Developer's obligation for obtaining occupancy certificate (OC)/completion certificate (CC):

The Developer hereby agrees to comply with the Relevant Laws and, shall, before offering possession of the Apartment to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

31.2 **HOARDING RIGHTS**

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project land/anywhere in the Building or on top of it, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces at its sole discretion until conveyance of the Project land to the association / Apex Body and the Purchaser/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 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).

31.3 **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.

31.4 **Unsold Apartment**

- (i) All unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and/or the 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 Purchaser/s, association / Apex Body, 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 Purchaser/ss of different apartment(s)/flat(s)/premises/units in the Building on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new Purchaser/s as member/s of the association / Apex Body. The Purchaser/s and/or the association / Apex Body shall not claim any reduction in the Sale Consideration, other charges payable under this Agreement 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.

- (iii) The Developer reserves the right to use available space within unsold apartments as its office/s and the right to use and access the said Land and to sell and market the remaining unsold apartments / inventory in the Project. This access shall be uninterrupted and available in line with business hours permitted as per BDA from time to time. The Developer shall obtain and keep valid the necessary permissions from BDA (if required) in order to utilize the available space within the unsold apartments.

31.5 BASEMENT/PODIUMS

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

31.6 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 the Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

31.7 ADDITIONAL CONSTRUCTION

The Purchaser/s hereby consents that the Developer shall be entitled to construct any additional area/structures in the Project land as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Purchaser/s and/or the association / Apex Body, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the said Land .

31.8 MORTGAGE & SECURITY

The Developer if it so desires shall be entitled to create security on the Project land together with the building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment 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 in accordance with the terms of this Agreement. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment agreed to be transferred hereunder.

33. Appointment of vendors for internet and cable facility

The Developer has informed the Purchaser/s and the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Developer shall decide on the specifications and a vendor for providing T.V./Internet connection in the Building and other buildings constructed / to be constructed upon the Project land. The aforesaid rights are retained by the Developer to itself 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. The consideration received for such assignment shall belong to the Developer alone. The Purchaser/s and/or occupants of apartment(s)/flat(s)/premises/units in the Building and/or the association / Apex Body / Apex Bodies shall pay the charges (including deposits) as may be charged by the Developer 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. The aforesaid rights and obligations shall stand transferred in favour of the Association/ Apex Body upon its formation.

34. Right of Purchaser/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 Project land and the Building or any part thereof. The Purchaser/s shall have no claims in the Common Areas including but not limited to all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces and the same shall remain the property of the Developer until the Building/Project land is handed over to the Association/Apex Body as per the terms of this Agreement and in accordance with the provisions of the Act and the Relevant Laws.

35. Apartment Ownership Act:

The Developer has assured the Purchaser/s that the Barca at Godrej MSR City in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 and the Relevant Laws. The Developer shall comply with various laws / regulations as applicable in Bangalore and Karnataka.

36. Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

37. Provisions of this Agreement applicable to the Purchaser/s / subsequent Purchaser/s

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

38. Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

39. Waiver

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 Purchaser/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 Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

40. Method of calculation of proportionate share wherever referred to in the Agreement

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

41. **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.

42. **Place of execution**

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Developer through its authorized signatory of the Developer and this Agreement shall be deemed to have been executed at Bengaluru.

43. **Notices**

- 42.1 Any notice, demand or other communication including but not limited to the Purchaser/s's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due and/or through speed post at the respective address specified hereinabove, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.
- 42.2 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.
- 42.3 In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s failing which all communications and letter posted at the above address shall be deemed to have been received by the Purchaser/s.
- 42.4 **Joint Purchaser/s:** That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser/s. In the case of Joint Purchaser/s for the Apartment, unless a duly executed instruction by all such Joint Purchaser/s is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Purchaser/s under the terms of the transaction documents, upon termination, shall be made to the first mentioned Purchaser/s,

which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Purchaser/s.

44. Satisfied with the Developer's title

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

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

46. Stamp duty and Registration charges

The charges towards stamp duty on this Agreement shall be borne by the Purchaser/s only.

47. Right To Amend:

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

48. Arbitration

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 with 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 Bangalore.

49. 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 courts at Bangalore will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

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SCHEDULE 'I'
DESCRIPTION OF LARGER LAND

Description of Larger Land:

All that piece and parcel of immovable properties admeasuring about **53 acres 4 Guntas** excluding 10 Guntas of Kharab land comprised in Sy. Nos 37 of situated at Akkalenahalli - Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bengaluru Rural District

SCHEDULE 'II'

Description of Project:

All that piece and parcel of immovable properties admeasuring about _____ Sq Mts of Akkalenahalli - Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bengaluru Rural District, duly converted to non-agricultural for the purpose residential and commercial development of multi-storey residential apartment complex in a phase wise manner under the name and style of “**Godrej MSR City**”

SCHEDULE 'III'

Description of Project : Barca at Godrej MSR City

All that piece and parcel of immovable properties admeasuring about 69759.26 Sq Mts comprised in Sy. Nos. 37/24 and 37/30 of Akkalenahalli - Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bengaluru Rural District, duly converted to non-agricultural residential purpose and approved for residential multi-storied apartment complex vide Building Plan sanction dated _____ vide no. BIAAPA/TP/CC/503/2024-25, under the name & style of “**Barca at Godrej MSR City**” and is bounded as follows:~

On the East by :Sy no 37/21

West by : Sy. Nos.78;

North by : Remaining portion 37/30

South by : _37/32 ;

Item No. 1:

All that piece and parcel of the converted undeveloped land being portion of the land bearing Survey No. 37/24 measuring 10 Acres (including 10 guntas of Kharab land), (converted from agricultural to non-agricultural residential purposes, vide Official Memorandum dated 19.07.2004 bearing No. ALN(De)SR:31/2004-05, issued by the Deputy Commissioner, Bangalore Rural District), situated at Akkalenahalli - Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bengaluru Rural District.

Item No 2

All that piece and parcel of the converted undeveloped land being a portion of the land bearing Survey No. 37/30 measuring 13 Acres (converted from agricultural to non-agricultural residential purposes, vide Official Memorandum dated 19.07.2004 bearing No. ALN:SR (De) 35:2004-05, issued by the Deputy Commissioner, Bangalore Rural District), situated at Akkalenahalli - Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bengaluru Rural District.

SCHEDULE 'A'

(DESCRIPTION OF THE APARTMENT INTENDED TO BE CONVEYED)

A '_____' apartment bearing No. _____ on the _____ in '_____' in the residential development "GODREJ _____" to be constructed on the Said Land, having a RERA Carpet Area of _____ Sq. Mt. (_____ Sq. Ft), RERA Exclusive Area measuring _____ Sq.Mt (_____ Sq. Ft) and Common Area measuring _____ in Sq. Mt (_____ Sq. Ft) together with the _____ Car Park/s.

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ANNEXURE 'A'
SITE PLAN OF THE PROJECT

ANNEXURE B
SALE CONSIDERATION AND PAYMENT PLAN

The Sale Consideration shall be ₹ _____ /- (Rupees _____ Only)

Sr. No.	Particulars of Sale Consideration	In Rupees
(i)	Towards the Carpet Area of the Apartment.	_____
(ii)	Towards the Exclusive Areas of the Apartment.	_____
(iii)	Towards Proportionate Common Areas/Infra Charges	_____
(iii)	Towards Car Park(s).	_____

Sr. No.	Particulars of Estimated Other Charges*	In Rupees
(i)	Advance Maintenance Charges - Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Association/Apex Body for 12 months.	_____
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer/ service provider, as may be directed by the Developer	_____
(iii)	Any activities to be undertaken post registration of the Sale Deed for the Schedule 'B' Apartment such as Khata transfer, BESCO name transfer, tax payment, etc. shall be borne by the Purchaser	
(iv)	Documentation charges, consultant fees, registration and stamp duty charges and any other incidental expenses (if any) incurred at the time of execution of the Agreement for Sale, Power of Attorney and/or Sale Deed shall be borne by the Purchaser/s	
	Total:	_____

*** The 'Estimated Other Charges' stated above are compulsory in nature and is payable by the Purchaser/s over and above the Sale Consideration stated hereinabove.**

PAYMENT PLAN

Sr. No.	MILESTONES	Billing
1	Booking	5%
2	Within 15 days from Booking	5%
3	60 days from Booking	10%
4	Commencement of Ground Floor	10%
5	Commencement of 3rd Floor	7.50%
6	Commencement of 6th Floor	7.50%
7	Commencement of 9th Floor	10%
8	Commencement of 12th Floor	7.50%
9	Commencement of Terrace	7.5%
10	Commencement of External Painting	10%
11	Receipt of Fire CC	10%
	Notice to Possession	10%
	Total:	100%

ANNEXURE C
(Specification(s) of the Apartment)

Sr. No.	Specs Related To	Apartment Internal Specification		
1	Flooring	Living, Dining and Passage		Vitrified tile 600x600 mm
		Master Bedroom		Vitrified tile 600x600 mm
		Other Bedroom		Vitrified tile 600x600 mm
2		Master Toilet	Flooring	Antiskid tile 600x600
			Dado	Ceramic Tile Dado up to false ceiling
			Fixed Glass Partition without door in shower areas	No partition
			Hot & Cold water mixture in wash basin	No
		Other Toilets	Flooring	Antiskid tile 600x600
			Dado	Ceramic Tile Dado up to false ceiling
			Fixed Glass Partition without door in shower areas	No partition
			Hot & Cold water mixture in wash basin	No
		General	Wash basin counters	Yes
			CP Fittings	American Standard/ Jaquar/equivalent in toilets
			Sanitary wares	American Standard/ Jaquar/equivalent in toilets
			Exhaust Fan	Power point Provision only
			Geyser	Water & Power point Provision only
3	Kitchen	Kitchen Platform		No Platform
		Flooring		Vitrified tile 600x600 mm
		Dado		No Dado
		Modular kitchen		No
		Sink		No sink
		Exhaust fan		No
		Water purifier		Water & power point Provision only
		Chimney exhaust		Power point Provision only
4	Balcony	Flooring		Antiskid tile 600x600 mm

4	Utility	Flooring	Antiskid tile 600x600
		Railing	Parapet wall only
5		Utility Platform	Platform will be provided in 2 & 3 BHK. No Platform in 1BHK
5		Sink in the utility	Single bowl sink will be provided in 2 & 3 BHK. No sink in 1BHK
6		AC point in Living and Dining	Power Provision only
		AC point in Bedrooms	Power Provision only
7		Video Door Phone	Zunpulse
		Intercom Facility	No
		Sprinkler in the Apartment	Yes
		Smoke detector in kitchen	No (Heat detector is provided)
		Gas Leak Detector in kitchen	YES
		Switch Make	Anchor Roma plus or equivalent
		Home Wi-Fi	No
		Garbage Chute	No
8	Windows	Windows	All windows will be UPVC. All windows will get mosquito mesh except toilet windows and casement windows.
		Type of Window	Bottom fixed with sliding openable top
9	Door	Main Door	Pre-hung door
		Fire resistant main door	No
		Bedroom Door	Pre-hung door
		Toilet Door	Pre-hung door
10	Painting	Internal Walls	Emulsion Paint, Toilet - Cement paint above false ceiling
		Gypsum Punning	Yes - internal walls
		Ceiling	OBD for flats. Toilet ceiling above false ceiling in toilets will not be painted
		External Paint	Exterior Grade Emulsion paint over Rain Texture Paint and Exterior grade emulsion paint over RCC wall in Balconies & utilities
		Basement Paint	OBD with touchup putty /paint
		2 BHK	2BHK - 4.0kW EB and 0.8 kW DG
		3 BHK – 2T & 3 BHK-3T	3 BHK - 5.0 kW EB and 1.0 kW DG

DISCLAIMER IN SPECIFICATIONS:

1. Amenities/specifications pertaining to balcony/terrace and/or utility including but not limited to flooring, fixtures, MS/SS railings, block work, etc. are applicable exclusively to apartments with balcony/terrace and/or utility. Apartments/units not designed with a specific utility area are not equipped with any amenities related to utility. Apartments/Units not designed with balcony/terrace will not have any amenities/specifications related to balcony/terrace.
2. Amenities/specifications pertaining to the kitchen, including but not limited to flooring, fixtures, electrical and/or plumbing lines, granite slap/platform and all other amenities/facilities/provisions specific to the kitchen and kitchen areas are applicable exclusively to apartments with kitchen.
3. The developer shall only provide electrical points. The actual electrical fixtures/fitting inside the apartments including but not limited to wall/ceiling light, geyser, water purifier, chimney, exhaust fans, washing machines, buzzer/doorbell, fans shall be the responsibility of the buyer.
4. In the event, any document mentions a specific brand to be offered against any given specification and in the event such manufacturer of that specific brand (i) ceases production/manufacture of these brands; or (ii) ceases its business operations as a consequence of which the relevant products aren't available; or (iii) inordinately delays the supply of products/materials which, in the opinion of the Developer, may delay completion of the Project; or (iv) causes quality changes which in -the opinion of the Developer does not suit its quality metrics; or (V) increases the purchase cost of its products/materials by 10% or more which, in the opinion of the Developer, may delay completion, then the Developer shall procure and install products of any one or more of the brands as per Developers choice, which shall be a brand with equivalent features.
5. In the event of any contradictions/conflicts between the Agreement for Sale and this specifications document, the provisions of the Agreement or Sale shall prevail and be final and binding.
6. The specifications enclosed here are to be read along with the relevant unit / apartment plan

ANNEXURE 'D' - PART I
Common Areas, Amenities and Facilities

SL. NO.	LANDSCAPE AMENITIES
1	CHILDREN PLAY AREA & SENIOR CITIZEN ZONE
2	LAWN AREA WITH SEATING
3	SAND VOLLEY BALL (10M X 20M)
4	GAUDI LEISURE, JACUZZI & KIDS POOL
5	COMMUNITY PARK
6	SKATE BOARDING RINK
7	OUTDOOR SCREEN AND AMPHI SEATING
8	SAND PIT
9	PALM COURT
10	LAP POOL
11	WALL CLIMBING & KIDS PLAY AREA
12	PLAZA WITH SEATING AREA UNDER
13	SCULPTUTE SEATING AREA
14	SKATE BOARDING RINK
15	SKATING PARK

SL. NO.	LANDSCAPE AMENITIES
1	CHILDREN PLAY AREA & SENIOR CITIZEN ZONE
2	LAWN AREA WITH SEATING
3	SAND VOLLEY BALL (10M X 20M)
4	GAUDI LEISURE, JACUZZI & KIDS POOL
5	COMMUNITY PARK
6	SKATE BOARDING RINK
7	OUTDOOR SCREEN AND AMPHI SEATING
8	SAND PIT
9	PALM COURT
10	LAP POOL
11	WALL CLIMBING & KIDS PLAY AREA
12	PLAZA WITH SEATING AREA
13	SCULPTUTE SEATING AREA
14	SKATE BOARDING RINK
15	SKATING PARK

16	CYCLE TRACK
17	JOGGINGN TRACK
18	PLAZA WITH FOUNTAIN SEATING
19	COMMUNITY PARK
20	OUT DOOR GYM

ANNEXURE 'D' - PART II
CLUBHOUSE AMENITIES

Sl. No.	PARTICULARS
1	BANQUET HALL + KITCHEN & PRE-FUNCTION
2	CAFE
3	KIDS' PLAY ARENA
4	GUEST ROOMS (STANDARD ROOMS + SUITE ROOMS)
5	PARTY TERRACE

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at **Bangalore** in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED by the)
withinnamed **Developer**, through its)
constituted authorised signatory)
Mr./Mrs./Ms. _____)

SIGNED AND DELIVERED by the within)
named **Purchaser/s**)
_____)

SIGNED AND DELIVERED by the)
withinnamed **Purchaser/s**:)
_____)

In the presence of :
1. _____)
2. _____)