

DEED OF SALE

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement / sale deed and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

This **Deed of Sale ("Deed")** executed on this day of , July 2017 at Bangalore,

BY:

M/s. GODREJ HOME CONSTRUCTION PVT. LTD., PAN No. AAFCG9850L, CIN No. U70102MH2015PTC263486 a company incorporated under the Companies Act 2013, having its registered office at "**GODREJ ONE**", 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) , Mumbai – 400 079 and its regional office at No. 80, 2nd Cross, Hulkul Ascent, Lavelle Road, Bangalore - 560 001, hereinafter referred to as the "**VENDOR**" represented by its Authorized Signatory **Mr. _____**, of ONE PART;

IN FAVOUR OF:

1. [If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, 2013, [Central Act 18 of 2013], as the case may be], having its registered office at _____ , (PAN _____), represented by its authorized signatory, _____ , (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ , (PAN _____), represented by its authorized partner, _____ , (Aadhar no. _____) authorized vide _____ , hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of
_____, aged about _____, residing at

_____, (PAN _____), hereinafter called the "Allottee"
(which expression shall unless repugnant to the context or meaning thereof be deemed
to mean and include his/her heirs, executors, administrators, successors-in-interest and
permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of aged about _____
_____ for self and as the Karta of the Hindu Joint Mitakshara Family known
as HUF, having its place of business / residence at _____, (PAN
_____), hereinafter referred to as the "Allottee" (which expression shall unless
repugnant to the context or meaning thereof be deemed to include his heirs,
representatives, executors, administrators, successors-in-interest and permitted assigns
as well as the members of the said HUF, their heirs, executors, administrators, successors-
in-interest and permitted assignees).

2. ----- Association of Allottees, hereinafter referred to as the "Allottee
No.2" (which expression shall unless repugnant to the context or meaning thereof be
deemed to include his heirs, representatives, executors, administrators, successors-in-
interest and permitted assigns as well as the members of the said HUF, their heirs,
executors, administrators, successors-in-interest and permitted assignees).

The Vendors, Promoter and Allottee (s) shall hereinafter collectively be referred to as the
"Parties" and individually as a "Party".

***All the terms & conditions, rights and obligations of the parties as contained
hereunder shall be subject to the provisions of RERA Act and the rules and
regulations made thereunder ("Act") and the exercise of such rights and obligations
shall be subject to the provisions of the RERA Act and the rules and regulations made
thereunder. Any change so prescribed by the Act shall be deemed to be automatically
included in this said applications form / allotment letter / sale agreement / sale deed
and similarly any such provision which is inconsistent or contradictory to the Act
shall not have any effect.***

I. **WHEREAS,**

A. The Promoter is the sole and absolute owner of all those pieces and parcels of land
comprised in Survey No. 18/1A 13 measuring 3 Acres, Sy. No.18 / 1 A 30 guntas, Sy. No.
22 measuring 14 Acres 28 Guntas, totally measuring 18 Acres 18 Guntas situated at
Mallasandra Village, Uttarahalli Hobli, Bangalore South Taluk, more fully described in
Schedule "A" hereto and hereinafter referred to as the **Schedule "A" Property**. The
Vendor having acquired the same under various sale deeds as morefully mentioned
below;

(i) Sale Deed, dated 15th July, 2015 the Vendor has purchased and registered, the Schedule 'A' Property vide document No.3137/2015-16, Book-I, in the office of the Sub-Registrar, Jayanagar (J. P. Nagar), Bangalore;

B. The Said Land is earmarked for the purpose of building a residential project, comprising of multi-storeyed apartment buildings and the said project shall be known as 'GODREJ ETERNITY' (**"Project"**);

C. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is constructed and completed;

D. The BANGALORE -MYSORE INFRASTRUCTURE CORRIDOR AREA PLANNING AUTHORITY (BMICAPA) has granted the Building Plan / License/ commencement certificate to develop the Project vide approval no. BMICAPA / 10/15-16, DATED:21/04/2016, and the Development Plan bearing No. BMICAPA/IA/NVB /18/2015-16, dated :13/10/2015;

E. The Promoter has obtained the Development Plan approvals for the Project from the Bangalore Development Authority.

F. The Promoter has applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Bangalore no. _____ ;

G. The Allottee had applied for an apartment in the Project vide application no. _____ dated and has been allotted apartment no. _____having carpet area of ----- Sq. Mtr (----- square feet), _____ type, on floor in ----- [tower/block/building] no. ("Building") along with closed parking no. ----- ad measuring _____ square feet, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B) and in furtherance thereof the Parties have entered into an Agreement for Sale ("Agreement") for sale of the Carpet Area together with undivided common area and closed car parking and the undivided share in the land to be conveyed in favour of the Association of Allottee's ("Association");

H. The Parties have complied with all the terms and conditions set out in the Agreement and understood the mutual rights and obligations detailed therein;

I. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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

K. The Vendor has reserved areas for park, open spaces and road widening, from and out of the "Schedule A Property" ;

L. That on the basis of approvals received the Developer has taken up Construction of Phase 1 on the Schedule "A" Property consisting of GF + 3 UF, and the Developer has secured the occupation certificate for the building from BBMP vide order bearing No.-----;

M. The Vendor / Promoter has further informed the Allottee (s) that, the Vendor/ Promoter will be executing Deed of Declaration under the provisions of The Karnataka Apartment Ownership Act 1972 (hereinafter referred to as the said Act) and rules made there under and submit the Schedule A Property, and the constructed buildings thereon, at any stage hereafter and Vendor shall have the same registered under the said Act. The Allottee (s) shall be required to abide by the said Declaration and Bye-laws annexed along with all other annexures, thereto and the Allottee (s) shall become the member of the association by signing the required document/s / declaration without any reservations, as and when called upon by the Vendor; In this regard the Purchasers shall execute relevant forms including Form B, for the purpose of execution and registration of the Deed of Declaration;

N. The Allottee(s) being fully satisfied that, the title of the Vendor to the Schedule "A" Property is good and marketable and also being fully satisfied with the construction particulars, plans and all other relevant details and having understood the sanctioned plans and the Scheme that has been formulated by the Vendor / Promoter, for utilization of the undivided share of the Schedule "A" Property and the distribution thereof to the Allottee (s) of the constructed area, has/have approached the Vendor/Promoter and expressed their intention to join the said Scheme and the Allottee (s) made application for booking of an apartment and whereas pursuant thereto, after discussions and negotiations between the Allottee (s) and the Vendor, the Allottee (s) have entered into this Agreement of Sale with the Vendor for the purchase of the stipulated Apartment and conveyance of the undivided share, right, title and interest, as morefully stipulated in the Schedule B hereunder written and hereinafter referred to as the **Schedule 'B'** together in favour of the Association of Allottee (s) ("**Association**"). The Allottee has opted for a residential Apartment bearing No.----- on the ----- **Floor**, in Tower 1 of the development Known as "**GODREJ ETERNITY**" having a super built up area of ----- **Sq.Mtrs.**, which is more fully described in the Schedule C hereunder written and hereinafter referred to as the **Schedule C Property**, for a consideration in a sum of **Rs.--** ----- **/- (Rupees -----only)**with proportionate share in the common areas, including staircase, lift shaft, lobbies, corridors, atriums and covered walkways, together with / without exclusive right to use ----- **COVERED** car parking space which is more fully set out in Schedule "C" hereto subject to the terms and conditions herein contained hereunder written, for the total sale consideration mentioned herein above and on the terms as set out herein.

O. The Allottee (s) having paid the entire sale consideration in a total sum of **Rs.----** ----- **/- (Rupees ----- only)**towards the purchase of the Apartment Unit No.-----, and having complied with the terms of the Agreement to Sell, the Vendor, joined by the Promoter are executing this Deed of Sale .

II. NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. That in pursuance of the foregoing and payment of the full agreed sale consideration in a sum of **Rs.----- /- (Rupees ----- only)** less 1% (One percent) TDS deducted by the Purchaser and remitted to the authorities and the balance sale consideration paid by the Purchaser/s to the Vendor through the Developer by way of Cheque / DD/Pay Order on various dates (the receipt whereof in full and final settlement of the sale consideration) the Vendor and the Promoter hereby accept and acknowledge and forever acquit, release and discharge the Allottee (s) from payment of the same and the Vendor, duly confirmed by the Confirming Parties and the Developer hereby grant, transfer and convey **UNTO** the s, **BY WAY OF ABSOLUTE SALE**, free of all encumbrances, charges and claims of whatsoever nature, the undivided interest in the Schedule 'B' Property to enable the Allottee (s) to own the Said Flat more particularly described in the Schedule C, **TO HAVE** and **TO HOLD** and **TO ENJOY** the same and every part thereof unto and to the use of the Allottee(s) absolutely and forever. The Allottee(s) shall have the rights and shall be subject to the restrictions/ obligations as set out in this deed.

2. POSSESSION:

- (i) The Vendor / Promoter have put the Allottee (s) in possession of the Schedule 'B' and the Promoter has put the Allottee(s) in full free and vacant possession of the Schedule 'C' Property.
- (ii) The Association of Allottee (s) / Allottee No.2, shall hold the undivided interest as more fully mentioned in the Schedule B Property in common with all other Allottee (s) of a stipulated undivided share, right, title and interest in the Schedule A Property.
3. The Vendor and the Promoter hereby declare that the Association of Allottee (s) shall hereinafter be the absolute, lawful and true owner of the Schedule B Property and the Allottee(s) shall HAVE, HOLD, ENJOY the Schedule C Property, absolutely and exclusively, UNTO themselves.
4. The Allottee(s) and their respective successors in interest shall, at all times, be liable to pay the expenses for maintenance of Schedule A & B Properties and shall be entitled to the rights, and be subject to the restrictions, duties and obligations detailed herein below.
5. The Allottee(s) shall be entitled to get the khatha of the Schedule C Property mutated to his/her/their/its name immediately after assessment of the Schedule A Property by the appropriate authority and upon due intimation of the same by the Promoter and hereinafter the Allottee(s) shall pay all future taxes in respect of the Schedule Property to the appropriate authorities and payment of all future taxes in respect of Schedule B Property the Association of Allottee(s).
7. The Promoter confirms that it has duly observed and complied with all the terms, conditions, stipulations and restrictions imposed by the concerned local authority, at the time of sanctioning the layout plans and building plans in respect of

development of the Schedule A Property and the Apartment has been constructed strictly in conformity with the said Plans, Commencement Certificate and all other approvals and permissions whatsoever.

8. That before execution of this sale deed the Allottee(s) has/have verified and satisfied themselves, of the title in favour of the Vendor and the Allottee(s) has/have no claims against the Vendor (s) / Promoter in respect of the Schedule B & C Property, including the following:

- a) Correctness of the Area of the Schedule B & C Property and the number of the car parking space.
- b) Specifications and amenities provided in the Schedule B & C Property.
- c) Quality of construction of the Schedule B & C Property.
- d) Facilities and services provided in Schedule B & C Property.
- e) Construction of the Schedule B & C Property and the buildings being in conformity with sanctioned building plans and the specifications agreed between the parties.

9. The Allottee(s) hereby declare and confirm that they have no claims against the Vendor/ Promoter in relation to Schedule B & C Property and/or the development in Godrej Eternity and hereby confirm that the Vendor and Promoter have complied with all its obligations towards the Allottee(s) under the Agreement for Sale referred to herein above to the satisfaction of the Allottee(s), and the Allottee(s) hereby discharge the Vendor and the Promoter from all their obligations under the said Agreement for Sale.

10. THE VENDOR REPRESENTS COVENANTS AND WARRANTS AS UNDER:

- (i) The Vendor(s) are the exclusive legal owners of the Schedule A Property, and no other person has any share, right, title or interest whatsoever in the Schedule 'A' Property or any part thereof (except in respect of those areas surrendered to Bangalore Development Authority).
- (ii) That the Vendor and the Promoter are sufficiently entitled to sell and convey the Schedule 'B' & C Property to the association of Allottee(s) / Allottee No.2 and;
- (iii) That Vendor and the Promoter agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Allottee(s) for more fully and perfectly assuring the title of the Allottee(s) to the Schedule 'B' Property;
- (iv) That the Vendor will pay all taxes, rates and cesses in respect of the Schedule 'B' Property up to the date of possession or completion of the

Schedule "C" Apartment to be constructed whichever is earlier and thereafter the Allottee(s) will be required to pay the same;

- (v) The original documents relating to the Schedule 'B' Property are retained by the Promoter to be handed over to the Association formed by the Promoter for maintenance of common facilities, amenities and other purposes in Godrej Eternity , (hereinafter referred to as the "Association") after completion of the Project.

Provided however that in the event of the Schedule B Property and remaining extent of the Schedule A Property, (which is to be developed in future) have common title deeds, the Promoter shall at its discretion decide which of the documents are to be handed over to the Association and the decision of the Promoter in this regard shall be final and binding on the Purchaser.

- (vi) That the Allottee(s) shall be entitled to hold, possess, and enjoy the Schedule "C" Property and be entitled to the use of all the common areas, amenities and facilities subject to the rights and obligations of the other co-owners of Schedule 'A' property.

11. THE ALLOTTEE(S) COVENANTS WITH THE VENDOR , AND THE PROMOTER AS UNDER:

(i) That the Allottee(s) has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendor the scheme of Development, the right of the Promoter to develop the Schedule "A" Property and the Promoter's right to receive the consideration under this Agreement and after being satisfied with the title and having understood the scheme of Development and the Promoter's rights have entered into this Agreement for the Schedule "A" Property;

(ii) That the Allottee(s) will not hinder or obstruct the progress of the construction or any part thereof in any manner nor will they hinder the use of the specified demarcated open/covered car parking areas and other areas allotted specifically by the Promoter to a particular apartment (irrespective of the undivided share in the Schedule 'A' Property allotted to each of the apartment) after taking possession and even after the association is formed.

(v) The Allottee(s) will not change the location of the diesel gensets installed, the sewerage treatment plant installed, the pump rooms, overhead tanks, solar panels, common amenities provided in the Schedule "A" Property;

(vi) That the Allottee(s) agrees to pay proportionate share of all out-goings and maintenance and general expenses such as Statutory dues Insurance, Municipal taxes and cesses, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Schedule 'A' Property and the Tower/Block.

(vii) The Allottee(s) shall become the member of the Association of Owner's formed, by the Vendor and Promoter.

(viii) The Allottee(s) shall also observe and abide by all the laws of the land, Bye-laws,

Rules and Regulations prescribed by the Government, Bruhat Bengaluru Mahanagara Palike, Bangalore Development Authority or any other Statutory Authority, and the Owners Association that may be formed in regard to ownership or enjoyment of such apartments and pay all taxes, rates and cesses as applicable;

(ix) The Allottee(s) shall abide by all the rules and regulation of the Club House and swimming pool and all its common amenities and facilities of the said Club (referred to as the Club and its Facilities or Club and Sport Facilities that may be framed by the Promoter / operator-manager of the club and regularly pay the amounts for the use and subscription of the club facilities .

i. The use of the Club house by the Allottees shall apart from the other rules and regulation shall be in the following manner:

a. In the event if the Schedule “B” Property is purchased by a partnership firm or any association of persons then in that event a partner or the associate or any authorized representative of the said partnership firm occupying the Schedule ‘C’ Apartment would be entitled to use the said Club and its Facility.

b. In the event if the Schedule C Property is purchased by a public limited or a private limited company, then in that event any person occupying as the authorised occupier of the company shall be entitled to the use of the said Club and its Facility.

c. In case of inheritance of the Schedule C Property then in that event, the person inheriting / occupying the Schedule ‘C’ Apartment shall be entitled to membership of the said Club and its Facility.

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

(x) The Allottee(s) covenant that the Allottee(s) shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment’s and services, pollution control and general safety equipment’s and services of the Tower on Schedule A Property. The Allottee(s) shall with the other owners of the apartment take over the maintenance thereof through the Association of Owner’s.

(xi) The Allottee(s) with the other owners of the apartments through the Association of Allottees shall at all times keep the annual maintenance contracts with regards to all safety equipment’s such as lift, generator, heating and cooling systems, equipment’s provided for fire safety, pollution control, equipment’s relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipment’s valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee(s) is/are fully aware that non payment towards the annual maintenance contracts will adversely affect the maintenance of all the equipment’s installed by the Promoter on the Schedule A Property.

(xii) After the maintenance of the Schedule A Property and the Tower thereon is handed over to the Association of Allottees that has been formed, the Vendor and or the

Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment's, fire protection systems, their supporting equipment's, pollution control and other general safety equipment's, related facilities and services. The Allottee(s) shall ensure that periodical inspections of all such equipment's and facilities are made by them so as to ensure proper functioning of all such equipment's.

(xiii) The Allottee(s) shall not in any manner obstruct or cause obstruction to any of the entries or exits in the Schedule A Property or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

(xiv) The Allottee(s) is aware of and is made aware that with regard to BWSSB water connection, there is a separate water line connected to Godrej Eternity and a meter has been provided for the consumption by Godrej Eternity. The water bill shall be shared by the occupants of Godrej Eternity as per their consumption and shall be paid jointly.

(xv) The Allottee(s) is/are aware of and is made aware that an Organic Treatment Plant has been installed and in operation for Godrej Eternity. The charges, maintenance amounts, running cost and consumables with regard to Organic Treatment Plant will be borne by the owners of Godrej Eternity in ratio of their built areas.

(xvii) The Allottee(s) agree/s that the car parking spaces allotted with the Schedule 'C' Apartment shall be used only for parking of one car per slot and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc shall be permitted. The Allottee(s) agree/s that the Schedule "C" Apartment shall be used as a private residence and shall not be put to use for any kind of commercial or semi commercial use. The Allottee(s) agrees/s and covenants that the Promoter or any agency appointed by the Promoter for the maintenance of the common areas of the Schedule "A" Property will have the exclusive right to erect and display in common spaces, advertising and signage generally within the Common Use Facilities.

(xix) The Allottee(s) acknowledge that for all the rights which the Promoter has under this Agreement, for and towards the common areas of the Schedule "A" Property, the Allottee(s) will along with other Allottees grant to the Promoter or any one claiming through the Promoter easement rights to services the erections, displays, etc., which the Promoter may have installed.

(xx) The Allottee(s) is/are fully aware and acknowledges, understands and agrees that the logo mark and all Intellectual Property Rights with regards to "Godrej" is the sole and exclusive property of the Promoter and the Promoter has all the intellectual property rights thereto and any use of the same without any limitation/permission whatsoever and in any manner whatsoever shape or form by the Allottee(s) or any other person is expressly prohibited and only the Promoter is entitled to the same, to use the same in any form, manner, for any products, and to exploit the same. Should the Allottee(s) or anybody claiming through or under the Allottee(s) violate intellectual property of the Promoter in any manner, the Promoter shall, apart from injunctive relief, also be entitled to be compensated fully including all cost, charges and expenses incurred

by the Promoter in protecting its rights.

(xxii) That the Allottee(s) shall be entitled to the rights and shall be bound by the obligations imposed upon the Allottee(s) by the Vendor and the Promoter under this Deed of Sale and that the Allottee(s) shall abide by all the rules and regulations as may be formulated from time to time by the Vendor and the Promoter or the Association of Allottees.

(xxiii) That the Allottee(s) shall not store or bring into the Schedule B & C Property or the Project area, any goods which are of hazardous, combustible or dangerous nature or are so heavy as is likely to damage the structure of the buildings therein or which is objected to by the concerned local or other authorities or by the Promoter or the Association and shall not carry or cause to be carried heavy packages to the Buildings which may damage or is likely to damage the flooring, staircases, lift, common passages or any other structure or the Buildings, including entrances. If any damage is caused on account of any act, negligence or default of the Allottee(s) or his/her/their employees, agents, servants, guests, or any person claiming under him, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay the cost of rectifying the damage caused and the decision of the Promoter or the Association, as the case may be, in this regard shall be final and binding on the Allottees No.1.

(xxiv) That the Allottee(s) shall regularly pay the proportionate charges for maintenance of the Club House and all the facilities in Godrej Eternity as well as any fee that is required to be paid for usage of such facilities to the Promoter or the Association of Allottees or the person running the Club House and other facilities.

(xxv) That the Allottee(s) shall not damage the common pipes which are passing through inside or outside the Schedule C Property, and pipes of firefighting system including fire hydrant.

12. INDEMNITY

The Vendor agrees to indemnify and agree to keep indemnified the Allottee(s) against any loss or damage which the Allottee(s) may sustain on account of there being any claim to title against the Schedule 'B' affecting the Allottees's right to remain in peaceful possession and enjoyment of the Schedule 'B' Property and the Schedule 'C' Apartment as absolute owner on account of any defect or deficiency in the title of the Vendor, in which case the Vendor agrees to defend the right, title and interest of the Allottee(s) to the Schedule 'B' Property, against all such claims and all expenses in this regard shall be borne and paid for by the Vendor.

13. DISPUTE RESOLUTION

Any dispute arising out of or touching upon or in relation to the terms of this Sale Deed, including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Vendor. In case

the customer delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Vendor is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Bangalore.

16. FURTHER ASSURANCES

The Vendor and the Promoter agree and undertake, at the cost of the Allottees No.1, to execute such applications, forms, deeds, affidavits, undertakings, confirmations, rectifications and other document/s and to do or cause to do at all times, all acts, deeds and things as may be reasonably required by the Allottees, at the cost of the Allottees No.1, to **(a)** transfer of the khata and other utilities in relation to the Schedule B Property in favour of the Allottees; and **(b)** more fully and perfectly assure the Allottees, title to the Schedule B Property.

17. The Floor Plans are detailed in Annexure A.

SCHEDULE

SCHEDULE 'A' PROPERTY

SCHEDULE 'A' –

All that piece and parcel of residentially converted land bearing Survey No. 18/1A, 13 measuring 3 Acres, Sy. No. 18 / 1A, 30 guntas, Sy. No. 22 measuring 14 Acres 28 Guntas, **totally measuring 18 Acres 18 Guntas**, situated at Mallasandra Village, Uttarahalli Hobli, Bangalore South Taluk, together with all rights, appurtenances whatever underneath or above the surface is bounded as follows and the composite boundary on the :

EAST By	:	Sy. No. 18/1A2, 18/1A3, 18/1A4 and Road
WEST By	:	Sy. No.23
NORTH By	:	Sy. No. 24 and 25 and remaining portion of Sy. No.18/1A1;
SOUTH By	:	Uttarahalli Manavartheekaval Village boundary.

**DESCRIPTION OF THE Apartment AND THE CLOSED PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

SCHEDULE 'B' PROPERTY

----- **Mtrs** of undivided share in the Schedule 'A' Property corresponding to the Schedule "C" Apartment, conveyed in favour of the Association of Allottees.

SCHEDULE 'C' PROPERTY

--- Bedroom Apartment bearing No. -----, on the --- Floor in Tower ---- of the development known as “**GODREJ ETERNITY**” to be constructed on the Schedule 'A' Property”, having a-----**Square Meters (-----Sq. ft)** of super built-up area (which shall mean and include the total built up area including walls of the apartment, area under balconies and terrace and proportionate share of all common area including staircase, lift shaft, lobbies, club facility, corridors, atriums and covered walkways) together with ----- Closed Car Parking Spaces in Basements to be allotted on the draw being conducted. The sketch of the floor plan of the Schedule “C” Apartment is as per Annexure ‘A’ hereto.

SCHEDULE ‘D’ PROPERTY

RIGHTS OF THE ALLOTTEES/S

The Allottee(s) shall have the following rights;

- i) The Allottee(s) shall be entitled to enjoy the Schedule C Property, subject to the terms and conditions contained in this Deed and the Agreement of Sale and the Bye-laws, Rules and Regulations as may be framed by the Promoter and/or the Association of Owner’s.
- ii) The Allottee(s) and all persons authorized by the Allottee(s) (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the staircases, passages, lifts and common areas in **Godrej Eternity** (except the specifically allotted car park, terrace area, garden area or other areas in the Schedule ‘B’ Property which shall not be construed as common areas) for ingress and egress at all times and for all purposes along with all persons similarly entitled;
- iii) The Allottee(s) shall be entitled to the subjacent, lateral, vertical and horizontal support for the Schedule C Property from the other parts of the Building in which the unit is situated;
- iv) The Allottee(s) shall be entitled to have free and uninterrupted passage of water, gas and electricity to the Schedule C Property and waste/sewage etc., from the Schedule C Property, through the pipes, wires, cables, sewer lines, drains etc. which are or may at any time hereafter, be passing in or under or through the Schedule 'B' Property or the building/s constructed thereon;
- v) The Allottee(s) shall have the right to lay cables/wires/ lines for Radio, Television and other communication facilities leading to and from the Schedule C Property subject to such conditions and restrictions as may be imposed by the Promoter and/or the Association, from time to time.

vi) The Allottee(s) shall have the right of entry and passage, with or without workmen to the other parts of the Schedule B Property and the buildings constructed thereon for the purpose of repairing and maintaining the Schedule C Property and for repairing, cleaning, maintaining the water tanks, sewer lines, drains, cables, pipes and wires, leading to or from the Schedule C Property, subject to the rules, regulations and bye laws framed by the Promoter and/or Association. The Allottees shall ensure that minimum disturbance is caused to the owners/occupiers of other Flats and shall make good any damage thereby caused;

SCHEDULE 'E' PROPERTY
OBLIGATIONS OF THE ALLOTTEES

i) The Allottee(s) shall not at any time carry on in the Schedule C Property or in any part of the Schedule 'B' Property or the Schedule A Property any activity, which may be a nuisance, annoyance or danger to the other owners/occupiers of the Flats in the Godrej Eternity or which is in violation of or prohibited by law;

ii) The Allottee(s) shall keep the common areas, open space, parking areas, passages, lifts, staircases, lobbies etc., in the Schedule 'B' Property free from obstructions or encroachments and in a clean and orderly condition;

iii) The Allottee(s) shall not park any vehicle in any part of the Schedule 'B' Property or any part Schedule 'A' Property, except in the parking area/s specifically allotted to the Allottees.

iv) The Allottee(s) or their nominees, agents, lessees, etc., shall be entitled to display their signboards only in the areas demarcated for the said purpose by the Promoter and/or the Association and not in any other areas.

v) The Allottee(s) shall not use or permit the use of the Schedule B Property and car park area, terrace area, garden area or other areas in the Schedule 'B' Property exclusively allotted to him in any manner which would diminish the value of the buildings or utility of the pipes, cisterns and other amenities and fittings and fixtures in the buildings, nor hinder or interfere with the effective use of any part of the buildings by the other owners of flats, their occupants, agents or other authorized persons.

vi) The Allottee(s) shall not use or permit the use of common passages, common staircases or common areas for storage or in the manner which is likely to cause nuisance or obstruction to others or effect the aesthetics or ambience of the buildings or any part thereof;

vii) The Allottee(s) shall not throw or allow to be thrown any dirt, rubbish, cigarette and/ or other garbage or waste from the Schedule C Property or in any common areas on the Schedule 'A' Property;

viii) The Allottee(s) shall use the car parking area allotted to him/her/them only for the purpose of parking two wheelers and light motor vehicles and shall not use the said area for any other purpose or park heavy motor vehicles.

ix) The Allottee(s) shall not use any heavy vehicles in the Schedule A Property without the specific permission of the Promoter or the Association.

x) The parking area which is allotted to the Allottees can be transferred by the Allottee(s) only for the purpose of parking of vehicles. The said transfer shall not be made to any person who is not a Allottees of Apartment or occupant of the buildings in the Schedule A Property or such other properties which may be developed along with the Said Property by the Promoter. Further the same shall be subject to the rules, regulations and bye-laws which may be framed by the Promoter and/or the Association, from time to time.

xi) The Allottee(s) shall reciprocate and recognize similar rights of the other owners/occupiers of the Schedule 'B' Property;

xii) The Allottee(s) shall use the Schedule C Property only for residential purpose;

xiii) In the event of the Allottee(s) deciding to transfer the title to the Schedule C Property and the said undivided share or the car parking area allotted to them, they shall obtain a no objection certificate from the Promoter or the Association of Owner's, as the case may be, and they shall not unreasonably refuse to grant such certificate, provided that there are no amounts due and payable by the Allottee(s) to the Promoter or the Association of Owner's.

xiv) The Allottee(s) and any person to whom they may transfer the title or the right to use or occupy the Schedule C Property, shall become and remain a member of the Association of Allottees and shall observe and confirm to the terms and conditions and Bye-laws/Rules and Regulations of the Association;

xv) The Allottee(s) shall duly and regularly pay their proportionate share of Municipal Taxes, Rates and Cesses, Insurance Charges, cost of maintenance and management of the common areas, internal pathways/roads, compound walls and any common amenities and facilities including fees/charges levied for the use of such amenity and facility in the Godrej Eternity and charges for provision of services like water, sanitation, electricity, etc., including additional deposits and any statutory levy, and shall regularly pay the amounts demanded by the Promoter, the Association of Owner's or the person appointed by them, for the said purpose.

xvi) The Allottee(s) shall not make any structural additions/alterations to the Schedule C Property or the building.

xvii) The Allottee(s) shall not change the outside colour scheme, elevation or facade of the Schedule C Property or the Building except with the permission of the Promoter/ Association.

xviii) The name of the Building in which the Schedule C Property is situated shall always be and continue to be the same as that specifically mentioned in Annexure and that of the development in the Schedule A Property shall always be **"GODREJ ETERNITY "**. The Allottee(s) shall not subscribe to or seek the change of such name at any time.

xix) The Allottee(s) shall not object or interfere with the further development of the Schedule A Property by the Promoter or to the development of such additional lands adjacent or near the Schedule A Property which the Promoter may develop with the owner of the said additional lands in future and the Allottee(s) of built up space in those lands may be granted the right to use the facilities, amenities and infrastructure, including car parking areas and for ingress and egress through the roads, passages, gates, etc, provided in the Schedule A Property, including those in the Schedule B Property, by the Promoter as the Promoter may in its absolute discretion decide. The Promoter shall also be entitled, at its absolute discretion, to grant the Allottee(s) of flats/units in such development the right to use the common areas, amenities and facilities and the right of ingress and egress over the Schedule A Property and to grant the membership of the Association and use of the Club House, Swimming Pool, Children's play area etc.

xx) The Allottee(s) hereby irrevocably consents to the Promoter for utilising, adding to or selling either the unused portion of FSI or any additional FSI that is or may be available in future or the flats/units constructed utilising the said additional FSI, in such manner as the Promoter may at its sole and absolute discretion decide, any time during or after the completion of the development of the Schedule A Property or the Schedule B Property or such other additional land which the Promoter may develop with the owner of such additional land in future or any other property as permitted by law.

xxi) The Allottee(s) shall not in any manner obstruct or hinder the use and utilization of the terrace area/garden area that may be allotted exclusively to the Allottee(s) of other units;

xxii) The Allottee(s) shall not interfere or obstruct the use of specific car parking space allotted to the other Allottees No.1.

xxiv) The Allottee(s) shall not seek partition or separate possession of his undivided share in the Schedule 'B' property or seek exclusive use of any facility or areas except what is specifically allotted for his/her/their exclusive use.

xxv) The Promoter has constructed a Club House with a swimming pool, and other amenities and facilities in the Schedule B Property. The Promoter may allow, at its sole discretion the use and benefit of the said Club House to the present and future Allottees and occupants of the Schedule "A" Property and the adjacent lands that may be developed by the Promoter. The Allottees shall become a member of the Club House and pay the applicable monthly charges in respect thereof as the Promoter/Association may decide from time to time. The Allottee(s) shall abide by all rules and regulations that may be framed from time to time by the Promoter or the Association of Owner's, as the case may be, and all additions, alterations and amendments thereto that may be made from time to time for protection, preservation and maintenance as well as the use of the said Club House and Swimming Pool.

xxvi) Notwithstanding anything contained in any earlier representation, brochure, agreement, correspondence etc. whether oral, printed or in electronic form, the Parties agree that the terms of this sale deed constitute and contain the complete understanding between the parties regarding the sale of the Schedule C Property and the Undivided Interest of Schedule B Property to the Allottee(s) and the covenants, rights and obligation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE-WRITTEN AT BANGALORE IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

GODREJ HOME CONSTRUCTION PVT. LTD VENDORS

1.

ALLOTTEE No.1

2.

ALLOTTEE No.2

WITNESSES:

1.

2.

