

## AGREEMENT FOR SALE

1034 | IN THAT QUIET EARTH Phase 01

Privileged and Confidential

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### Allottees

Agreement for Sale

In That Quiet Earth Phase 1

### Promoters

page 1 of total pages 89

## CONTENTS

<b>A.</b>	<b>PREAMBLE</b>
0.01	Schedule "A" Property   Master Development Land
0.02	Schedule "B" Property   Master Development
0.03	Schedule "C" Property   Residential Land
0.04	Schedule "D" Property   Residential Development
0.05	Schedule "E" Property   Project Land
0.06	Schedule "F" Property   Project
0.07	Title
0.08	Approvals and Registration under RERA
0.09	Confirmation
0.10	Signatures
0.11	Interpretation
<b>B.</b>	<b>SPECIFIC TERMS OF SALE (("SToS"))</b>
1.	Allottees Information
2.	Promoters Information
3.	Landowners Information
4.	Unit
a.	Unit Details
b.	Specifications
c.	Plans (Unit and Parking)
5.	Commercial Terms
5.01	Consideration
5.02	Virtual Completion
5.03	Payment Schedule
6.	Special Conditions
<b>C.</b>	<b>GENERAL TERMS OF SALE (GToS)</b>
7.	<b>Consideration and Payment</b>
7.01	Basic Consideration
7.02	Additional Consideration
7.03	Payment Schedule
7.04	Early Payments
7.05	Timely Payments
7.06	No conveyance until payments cleared in full
8.	<b>Virtual Completion, Possession and Conveyance</b>
8.01	Virtual Completion
8.02	Possession in 90 days
8.03	Effective Completion Date
8.04	Physical presence of fixtures and fittings
8.05	Delays in obtaining Government Approvals and Connections
8.06	Use of Unit before Handover
8.07	Work on other units and Amenities
8.08	Force Majeure
8.09	Conveyance
8.10	Common Area Maintenance
9.	<b>Design, Specifications and Warranty</b>
9.01	Construction and Specifications
9.02	Architectural Design
9.03	Master Plan
9.04	Variations

<b>9.05</b>	Materials supplied by Allottees
<b>9.06</b>	Hindrance / Obstruction to Construction
<b>9.07</b>	Wastage / Scrap
<b>9.08</b>	Warranty
<b>10.</b>	<b>Customisation and Improvements</b>
<b>10.01</b>	Customisation Options
<b>10.02</b>	Restrictions on Customisation
<b>10.03</b>	Timelines
<b>10.04</b>	Change after signoff
<b>10.05</b>	Checking of Drawings
<b>10.06</b>	Changes affecting external appearance
<b>10.07</b>	External Agencies
<b>10.08</b>	No instructions at site
<b>11.</b>	<b>Promoters' Representations and Warranties</b>
<b>11.01</b>	Title
<b>11.02</b>	Approvals
<b>11.03</b>	No Encumbrances
<b>11.04</b>	Laws
<b>11.05</b>	Right to Enter into this Agreement
<b>11.06</b>	No other Agreement
<b>11.07</b>	No Restrictions for Sale
<b>11.08</b>	Statutory Dues
<b>11.09</b>	Notices
<b>11.10</b>	Disclaimer on Marketing Collateral
<b>12.</b>	<b>Obligations and Rights of the Allottees after Completion</b>
<b>12.01</b>	Member of Association
<b>12.02</b>	Bye laws, Rules and Regulations
<b>12.03</b>	Third party transfer
<b>12.04</b>	Rights of Association Members
<b>12.05</b>	Co-operation
<b>12.06</b>	Uses permissible in the Unit
<b>12.07</b>	Maintenance and other Expenses
<b>12.08</b>	Method of Calculation of Proportionate Share
<b>12.09</b>	Structural Stability
<b>12.10</b>	Modifications / alterations and Aesthetic appearance of the Residential Development
<b>12.11</b>	Car Park
<b>12.12</b>	Rights to common areas and facilities
<b>12.13</b>	Exclusive Right of Use of Commercial Zone
<b>13.</b>	<b>Transfer and Termination</b>
<b>13.01</b>	Transfer of Unit
<b>13.02</b>	Termination of Agreement for Sale
<b>14.</b>	<b>Intellectual Property, Filming and Non-Solicitation</b>
<b>14.01</b>	Copyright and Intellectual Property
<b>14.02</b>	Filming Rights
<b>14.03</b>	Non-Solicitation
<b>15.</b>	<b>Other Terms</b>
<b>15.01</b>	Particulars of Allottees
<b>15.02</b>	Joint Allottees
<b>15.03</b>	Change of Allottees
<b>15.04</b>	NRI, PIO, Foreign Nationals
<b>15.05</b>	No Waiver
<b>15.06</b>	Promoters' right to raise finance
<b>15.07</b>	Changes /Modifications

<b>15.08</b>	Severance
<b>15.09</b>	Entire Agreement
<b>15.10</b>	Custody
<b>15.11</b>	Communication and Notices
<b>15.12</b>	Meeting timings and location
<b>15.13</b>	Nature of Relationship
<b>15.14</b>	Arbitration and Jurisdiction

**Annexures**

<b>01.</b>	Title
<b>02.</b>	Approvals
<b>03.</b>	Interior Customisation Supplementary Agreement (ICSA) (Format)
<b>04.</b>	Maintenance Services
<b>05.</b>	Maintenance Checklist
<b>06.</b>	Special Power-of-Attorney for execution of Deed of Declaration
<b>07.</b>	Deed of Declaration (Format)

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## A PREAMBLE

This AGREEMENT FOR SALE [**Agreement** or **AfS**] is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at Bangalore.

Between

The **Allottees** as defined in the Specific Terms of Sale contained herein, which expression shall unless repugnant to the subject or context thereof, mean and include (a) in case of a company – the company, their legal/authorized representatives, permitted assigns and successors-in-interest; (b) in case of an individual, proprietorship or partnership firm – their respective heirs, individual partners, representatives, administrators, successors, executors and permitted assigns.

And

The **Promoters** as defined in the Specific Terms of Sale contained herein, which expression shall unless repugnant to the subject or context thereof, mean and include the company, its subsidiaries, affiliates, companies/entities under the same management, legal/authorized representatives, assigns and successors-in-interest.

And

The **Landowners** as defined in the Specific Terms of Sale contained herein, which expression shall unless repugnant to the subject or context thereof, mean and include (a) in case of a company – the company, their legal/authorized representatives, permitted assigns and successors-in-interest; (b) in case of an individual, proprietorship or partnership firm – their respective heirs, individual partners, representatives, administrators, successors, executors and permitted assigns.

### For the sale of

The residential unit along with a share in the common areas in the Residential Development, more fully described in the Specific Terms of Sale hereunder and hereinafter referred to as the **Unit**.

The Allottees, Promoters and Landowners are hereinafter individually referred to as a **Party** and collectively as the **Parties**.

### WHEREAS

#### 0.01 Schedule "A" Property | Master Development Land

The proposed land for the overall Master Development is more fully described in the Schedule "A" hereunder and hereinafter referred to as the **Schedule "A" Property**, OR the **Master Development Land**.

#### 0.02 Schedule "B" Property | Master Development

The proposed overall development on the Schedule "A" Property is more fully described in the Schedule "B" hereunder and is hereinafter referred to as the **Schedule "B" Property** OR the **Master Development**. The Master Development consists of various phases.

#### 0.03 Schedule "C" Property | Residential Land

The land earmarked for the residential portion of the development is more fully described in the Schedule "C" hereunder and is hereinafter referred to as the **Schedule "C" Property** OR the **Residential Land**.

#### 0.04 Schedule "D" Property | Residential Development

The residential development on the Schedule "C" Property is more fully described in the Schedule "D" hereunder and is hereinafter referred to as the **Schedule "D" Property** OR the **Residential Development**. The Residential Development consists of various phases along with common areas, common amenities and facilities applicable to the entire development in the Schedule "C" Property.

#### 0.05 Schedule "E" Property | Project Land

The land on which the current phase of the Residential Development is planned is more fully described in the Schedule "E" hereunder and hereinafter referred to as the **Schedule "E" Property** OR the **Project Land**.

#### 0.06 Schedule "F" Property | Project

The current phase of the Residential Development is more fully described in Schedule "F" hereunder and is

hereinafter referred to as the **Schedule "F" Property OR the Project**.

#### **0.07 Title**

The title of the Schedule Properties mentioned above and description of the rights of the Promoters to develop the Project Land are provided in **Annexure-01** annexed hereto.

#### **0.08 Approvals and Registration under RERA**

The Promoters have secured all the required approvals for the development of the Project and have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **Act**) with the Real Estate Regulatory Authority, as provided in **Annexure-02** annexed hereto.

#### **0.09 Confirmation**

At or before entering into this Agreement for Sale, the Allottees hereby confirm that they have:

- i. Gone through all the terms and conditions set out in this Agreement for Sale and all its Annexures and understood the mutual rights and obligations detailed herein, with full knowledge of all the laws, rules, regulations and notifications applicable to the Project
- ii. Satisfied themselves about the title of the Promoters, their right to develop the land and to sell and transfer the Unit; and
- iii. Satisfied themselves about the area of the Unit.

#### **0.10 Signatures**

The Parties have duly executed this Agreement through their signatures on each page of this Agreement, which shall be deemed to be sufficient execution of this entire Agreement and its annexures, schedules and addenda by both Parties.

#### **0.11 Interpretation**

In this Agreement, unless the context otherwise requires:

- i. The Recitals set out hereinabove shall be deemed to operate as agreed circumstances and terms and this Agreement shall have legal effect accordingly.
- ii. Reference to a person shall be deemed to mean and include reference to a corporation, firm, association or other entity and vice versa, as per the context.
- iii. Words in singular shall include the plural and vice versa. Reference to a gender includes a reference to all other genders, as per the context.
- iv. Reference to "including" and "include" shall be construed to mean "including without limitation" and "include without limitation" respectively, as per the context.
- v. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- vi. Reference to this Agreement shall be deemed to mean and include, without limitation, reference to this entire Agreement including all clauses in the Specific Terms of Sale, General Terms of Sale and all its Annexures, Schedules, Addenda, Formats, and (if applicable) any other ancillary documents relating to customisation such as ICSA etc.
- vii. The provisions of the Specific Terms of Sale shall be deemed to amend the General Terms of Sale and/or supersede the corresponding provision (if any).
- viii. The provisions of the Special Conditions in the SToS shall be deemed to amend the SToS and GToS and/or supersede the corresponding provision (if any).
- ix. Any reference to an article, recital, clause, annexure, schedule or addendum shall be deemed to be a reference to an Article, Recital, Clause, Annexure, Schedule or Addendum of this Agreement.
- x. The definitions contained herein shall apply to the entire Agreement including all its Annexures, Schedules and Addenda.
- xi. Reference to an "agreement" or "document" shall be construed as a reference to such agreement or document, as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments.
- xii. Reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- xiii. No provisions of this Agreement shall be interpreted in favour of, or against, any Party by reason of the

extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

**NOW THEREFORE** in pursuance of the foregoing and in consideration of the Allotees paying the Sale Consideration and all other outgoings as provided in the Specific Terms of Sale below and complying with the Allotees covenants and the obligations herein, the Promoters agree to sell to the Allotees and the Allotees agree to purchase the Unit in terms of this Agreement.

## **B    SPECIFIC TERMS OF SALE ("SToS")**

### **1    Allotees information**

The particulars of Allotees and address for communication with them is as follows:

**a.    Particulars of Allottee no. 1**

**Name:** <Allottee name>

**Father/Husband's name:** <Name>

**PAN No.:** <number>

**Date of Birth:** \_\_\_\_\_.\_\_\_\_\_.19\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**Address for communication:** \_\_\_\_\_

(if different from above)

**E-mail ID:** \_\_\_\_\_

**Authorised Signatory or GPA holder** (if applicable): \_\_\_\_\_

**Photograph:**

[Insert photo of Allottee no. 1]

**b.    Particulars of Allottee no. 2**

**Name:** <Allottee name>

**Father/Husband's name:** <Name>

**PAN No.:** <number>

**Date of Birth:** \_\_\_\_\_.\_\_\_\_\_.19\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**Address for communication:** \_\_\_\_\_

(if different from above)

**E-mail ID:** \_\_\_\_\_

**Authorised Signatory or GPA holder** (if applicable): \_\_\_\_\_

**Photograph:**

[Insert photo of Allottee no. 2]

## 2 Promoters information

The particulars of Promoters and address for communication with them is as follows:

**Name:** Total Environment Constructions Pvt Ltd.

**PAN No.:** AACCT0477D

**Registered office:** "IMAGINE" no. 78, ITPL Road, EPIP Zone, Whitefield, Bangalore - 560 066

**Authorised Signatory:** <Name of Project CEO>

**Photograph:**

[Insert photo of Project CEO]

## 3 Landowners information

[Insert Landowners information if applicable any OR ELSE write **Same as Promoters.**]

### a. Particulars of Landowner no. 1

**Name:** <Landowner's name>

**Father/Husband's name:** <Name>

**PAN No.:** <number>

**Date of Birth:** \_\_\_\_\_.\_\_\_\_\_.19\_\_\_\_

**Address for communication:** "IMAGINE" no. 78, ITPL Road, EPIP Zone, Whitefield, Bangalore - 560 066

**GPA holder:**

**Photograph:**

[Insert photo of Project CEO as GPA holder]

### b. Particulars of Landowner no. 2

**Name:** <Landowner's name>

**Father/Husband's name:** <Name>

**PAN No.:** <number>

**Date of Birth:** \_\_\_\_\_.\_\_\_\_\_.19\_\_\_\_

**Address for communication:** "IMAGINE" no. 78, ITPL Road, EPIP Zone, Whitefield, Bangalore - 560 066

**GPA holder:**

**Photograph:**

[Insert photo of Project CEO as GPA holder]

**4 Unit****a. Unit Details**

The particulars of the Unit proposed to be purchased by the Allottees are as follows:

A residential unit as provided below together with privileges to enjoy the common areas and amenities in the Project:

**Unit:** 1031

**Specifications:** ORANGE

**Floor:** 02

**Level:** 03

**Built Up Area:** 2202 square feet

**Carpet Area:** 1649 square feet

**Outdoor Area:** 269 square feet

**Plot Area (Villas Only):**

**Car Parks:** 2 Regular Independent Car Parks

**b. Specifications**

The specifications for the Project are as follows:

<b>SPECIFICATIONS</b>				<b>GREEN</b>	<b>ORANGE</b>	<b>BLUE</b>	<b>PURPLE</b>
<b>UNIT SPECIFICATIONS</b>							
<b>Shell</b>	RCC frame structure with a height of 9'6" from slab top to slab top, except in the case of sloped or curved roofs.			✓	✓	✓	✓
<b>Masonry</b>	High quality exposed brick masonry using specially procured high-strength terracotta wire-cut bricks and / or stone masonry for parts of the exterior with deep-set waterproof pointing. All other masonry in terracotta blocks, table moulded brick, Aerocon blocks or Concrete blocks with plaster. No masonry inside the unit, only external walls. No Plaster to the inner side of the external walls.			✗	✗	✗	✗

<b>SPECIFICATIONS</b>		<b>GREEN</b>	<b>ORANGE</b>	<b>BLUE</b>	<b>PURPLE</b>
	High quality exposed brick masonry using specially procured high-strength terracotta wire-cut bricks and / or stone masonry for parts of the exterior with deep-set waterproof pointing. All other masonry in terracotta blocks, table moulded brick, Aerocon blocks or Concrete blocks with plaster.	✓	✓	✓	✓
<b>Flooring &amp; Dado</b>					
<b>Living Dining</b>	Kota stone laid with paper joints and finished with 8 coats polish	✓	✗	✗	✗
	Beige coloured imported marble laid with paper joints and finished with 8 coats polish	✗	✓	✓	✓
<b>Kitchen</b>	Green Marble flooring & Counter with glass or glazed tile dado above the counter up to a height of 2'	✓	✗	✗	✗
	Beige coloured imported marble laid with paper joints and finished with 8 coats polish on the floor. Marble / granite counter with glass or glazed tile dado above the counter up to a height of 2'	✗	✓	✓	✓
<b>Utility / Laundry</b>	Green Marble flooring. No dado or counter.	✓	✓	✓	✓
<b>Deck / Outdoor</b>	Brazilian Ipe or other natural hardwood / Engineered Solid Wood, finished with oil	✗	✗	✗	✓
	Terracotta Tiles / Tandoor Stone	✓	✓	✓	✗
<b>Master Bedroom</b>	Kota stone laid with paper joints and finished with 8 coats polish	✓	✓	✓	✗
	Hardwood flooring	✗	✗	✗	✓
<b>Master Bathroom</b>	Indian Marble on the floor and counter, Marazzi or equivalent tile / glass dado on the walls up to 7' in shower area and 3' in other areas	✓	✗	✗	✗
	Imported marble on floor and counter, Marazzi or equivalent tile / glass dado on the walls up to 7' in shower area and 3' in other areas	✗	✓	✓	✓
<b>Children's Bedroom</b>	Kota stone laid with paper joints and finished with 8 coats polish	✓	✓	✓	✓
<b>Children's Bathroom</b>	Marble Counter. Marazzi Tiles on the floor and walls up to 7' in shower area and 3' in other areas.	✓	✓	✓	✗
	Imported Marble on the floor and counter, Marazzi or equivalent tiles / glass dado on the walls up to 7' in shower area and 3' in other areas	✗	✗	✗	✓
<b>Guest Bedroom</b>	Kota stone laid with paper joints and finished with 8 coats polish	✓	✓	✓	✓
<b>Guest Bathroom</b>	Marble Counter. Marazzi Tiles on the floor and walls up to 7' in shower area and 3' in other areas.	✓	✓	✓	✗
	Imported Marble on the floor and counter, Marazzi or equivalent tiles / glass dado on the walls up to 7' in shower area and 3' in other areas	✗	✗	✗	✓
<b>Service Platform / Equipment Room</b>	IPS Flooring	✓	✓	✓	✓
<b>Sanitary &amp; Plumbing</b>					
<b>Water Closets</b>	Western style, porcelain EWC of Kohler or equivalent make in all bathrooms	✓	✓	✓	✓
<b>Health Faucets</b>	Health faucets of Schell or equivalent make in all bathrooms	✓	✓	✓	✓
<b>Wash Basins</b>	Porcelain wash basins of Kohler or equivalent make shall be provided in all bathrooms.	✓	✓	✓	✓
<b>Kitchen sink</b>	Stainless steel sink with drain board	✓	✓	✓	✓
<b>Cockroach / Floor traps</b>	A detachable stainless steel cockroach trap with lid of Chilly or equivalent make in all bathrooms	✓	✓	✓	✓
<b>Bathtubs</b>	1 Bathtub of Kohler or equivalent make in the Master bathroom	✗	✓	✓	✓
<b>Shower Area</b>	Glass partition with door for the shower area in the Master & Children's bath	✗	✗	✗	✓
<b>Overhead Showers</b>	Showers of Grohe or equivalent make in all bathrooms	✓	✓	✓	✓
	One Rain shower of Grohe or equivalent make in the Master bath	✗	✗	✗	✓
<b>Hand Showers</b>	Hand showers of Grohe or equivalent make in the Master and Children's bathrooms	✗	✗	✗	✓
<b>Faucets</b>	All faucets shall be CP, heavy body metal fittings of Grohe or equivalent make	✓	✓	✓	✓
<b>Bath accessories</b>	Towel rings, toilet paper holders, towel racks and soap dish in Master, Children's and Guest Bathrooms - all of Grohe or equivalent make.	✗	✓	✓	✓
<b>Washing Machine Point</b>	One cold water inlet and drainage outlet for a washing machine in the Utility / Laundry room.	✓	✓	✓	✓

<b>SPECIFICATIONS</b>					
		<b>GREEN</b>	<b>ORANGE</b>	<b>BLUE</b>	<b>PURPLE</b>
<b>Plumbing</b>	Internal water supply lines & drainage lines in cPVC pipes. Hot water lines in multiple layer composite pipes. Sewage lines in PVC pipes. Provision for centralised hot water connection to the shower and wash basin in each bathroom and to the sink in the kitchen.	✓	✓	✓	✓
<b>Electrical</b>					
<b>Wiring</b>	All wiring of Havells or equivalent make, concealed in PVC conduit pipes.	✓	✓	✓	✓
<b>Switches &amp; Sockets</b>	All switches of Anchor or equivalent make.	✓	✓	✓	✓
Apart from the basic light and fan controls, the following number of sockets in various rooms:					
<b>Living / Dining</b>	3 no.s - 5 amp switch & socket	✓	✓	✓	✓
<b>Kitchen</b>	3 no.s - 5 amp switch & socket, 4 no.s - 15 amp switch and socket	✓	✓	✓	✓
<b>Utility</b>	1 no - 5 amp switch & socket, 1 no. -15 amp switch and socket	✓	✓	✓	✓
<b>Master Bedroom</b>	2 no.s - 5 amp switch & socket	✓	✓	✓	✗
	4 no.s - 5 amp switch & socket	✗	✗	✗	✓
<b>Other Bedrooms</b>	2 no.s - 5 amp switch & socket	✓	✓	✓	✓
<b>Bathrooms</b>	1 no - 5 amp switch & socket	✓	✓	✓	✓
<b>Telephone</b>	1 Telephone Point each in living and master bedroom	✓	✓	✓	✓
<b>Entertainment</b>	1 Television Point in either living or family.	✓	✓	✓	✓
<b>Light Fixtures</b>	Light fixtures in the home	✗	✗	✗	✗
<b>Power &amp; Back-up</b>	Power connection of 3 KVA with back-up from Diesel Generator	✓	✓	✗	✗
	Power connection of 5 KVA with back-up from Diesel Generator	✗	✗	✓	✓
<b>Fenestration</b>					
<b>Frames &amp; Shutters</b>	Only Main Doors, other external doors, Windows and French windows for the external facade only. Door and window frames and shutters in Engineered Solid Wood or finger-jointed Glulam wood. All door shutters in natural wood veneer. All bathroom windows and external utility fenestration in Aluminum frame and shutters.	✗	✗	✗	✗
<b>Mosquito Screens</b>	Door and window frames and shutters in Engineered Solid Wood or finger-jointed Glulam wood. All door shutters in natural wood veneer. All bathroom windows, external utility fenestration, maid's room door and window in aluminum frame and shutters	✓	✓	✓	✓
	Mosquito screens for all the External Windows and French Windows	✗	✗	✗	✓
<b>Window Grills</b>	No window grills permitted for the French Windows. Grills provided only for windows where there is a sheer drop. No grills for bathroom windows.	✓	✓	✓	✓
<b>Hardware</b>	All hardware in brush finished stainless steel. The main door with a night latch of Godrej or equivalent make.	✓	✓	✓	✓
	All other doors with door bolts and a mortise lock or tubular / cylindrical lock. All swing windows fitted with friction stays. Magnetic / concealed door stoppers for the Main door and Bed room doors.	✓	✓	✓	✓
<b>Paint</b>					
<b>Paint</b>	No external paint over exposed brick or stone masonry. Cement based paint for other areas. Any steel railings etc. with a zinc-chromate primer and synthetic enamel paint.	✓	✓	✓	✓
	All internal paint in Acrylic Distemper.	✓	✓	✓	✓
<b>Electro-domestic Equipment</b>					
<b>Central Vacuum</b>	Central vacuum system with vacuum points accessible from Living / Dining, Family, Bedrooms (excluding Maid's room), Kitchen, and Wet Kitchen.	✗	✗	✗	✓
<b>Hob</b>	4-burner cooking hob in the Kitchen	✗	✓	✓	✓
<b>Chimney</b>	Ductable electric chimney with anodized aluminum filters in the Kitchen	✗	✓	✓	✓
<b>Dishwasher</b>	Dishwasher of Siemens or equivalent make in the Kitchen	✗	✓	✓	✓
<b>Microwave</b>	Microwave of Siemens or equivalent make in the Kitchen	✗	✗	✗	✓
<b>Oven</b>	Oven of Siemens or equivalent make in the Kitchen	✗	✗	✗	✓
<b>Refrigerator</b>	Refrigerator in Kitchen	✗	✗	✗	✗
<b>Water Purifier</b>	RO unit	✓	✓	✓	✓

SPECIFICATIONS		GREEN	ORANGE	BLUE	PURPLE
<b>Heat Pump</b>	Centralized Heat Pump	X	X	X	✓
<b>Home Automation</b>					
<b>Console</b>	Two tablets with touch screens	X	X	X	✓
	Bio-metric main door lock with additional control from main console and sub-phones	X	X	X	✓
	Colour door camera with call bell facility outside the main door	X	X	X	✓
	Surface mounted siren and auto dialler	X	X	X	✓
<b>Security / Safety</b>	Panic buttons at entrance lobby and bathrooms to raise alarm in case of emergency	X	X	X	✓
	Pet immune motion sensors at few locations for detecting intrusions	X	X	X	✓
	Magnetic sensors in all windows, French windows and main door	X	X	X	✓
	Glass break detectors in French Windows	X	X	X	X
	Gas leak detector, smoke detector and heat detector in the kitchen	X	X	X	✓
<b>Entertainment</b>	Mood Lighting	X	X	X	X
<b>Green Controls</b>	Occupancy sensors in master bathroom, children's bathroom and guest bathrooms.	X	X	X	✓
<b>Cabinetry &amp; Furniture</b>					
<b>Living &amp; Dining</b>	Console unit in dining area. No crockery unit.	X	X	X	✓
<b>Kitchen</b>	Floor & wall mounted cabinets of Veneta Cucine or equivalent make	X	✓	✓	✓
	All cabinetry in laminate finish	X	✓	✓	X
	All cabinetry in wood veneer	X	X	X	✓
<b>Master Bedroom</b>	Double bed with bedside tables, study unit, 3 module walk-in wardrobe	X	✓	✓	✓
<b>Master Bathroom</b>	Mirror with backing ply and edge trim	X	✓	✓	✓
	Shutters below the counter	X	X	X	✓
<b>Children's Bedroom</b>	2 single beds, study unit, 2 module wardrobes	X	✓	✓	✓
<b>Children's Bathroom</b>	Mirror with backing ply and edge trim	X	✓	✓	✓
	Shutters below the counter	X	X	X	✓
<b>Guest Bedroom</b>	Double bed with bedside tables, 1.5 module wardrobe	X	✓	✓	✓
<b>Guest Bathroom</b>	Mirror with backing ply and edge trim	X	✓	✓	✓
<b>Basic Materials</b>	All woodwork except for modular units in termite resistant good quality plywood or MDF panels in natural veneer or laminate. Modular units in particle board.	X	✓	✓	✓
<b>Brand / make</b>	All Woodwork, unless specifically mentioned otherwise, shall be made at our in-house production facility from our proprietary furniture design line.	X	✓	✓	✓
<b>Hardware</b>	All hardware in brush finished stainless steel of Hettich or equivalent make	X	✓	✓	✓
	Soft close system for the drawers in wardrobes and telescopic channels for the drawers in the study units.	X	X	X	✓
<b>Mattresses</b>	Mattresses for beds	X	X	X	X
<b>HVAC</b>					
<b>Air-conditioning</b>	A hybrid central Air-conditioning system with blower units in the Bedrooms, Home-office, Family space and Living / Dining area of each apartment.	X	X	✓	✓
<b>Mechanical Ventilation</b>	Exhaust fan of MC-Hitec make in all bathrooms	X	X	X	✓
<b>Landscaping</b>					
<b>Soil</b>	Good quality red soil and sand mixture with manure as the base layer for landscaping	✓	✓	✓	✓
<b>Irrigation</b>	Sprinklers and a drip irrigation system for landscaped areas	✓	✓	✓	✓
<b>Soft Landscaping</b>	Landscaped garden areas. Expensive exotic plants provided only at additional cost.	✓	✓	✓	✓
<b>COMMON AREA SPECIFICATIONS</b>					
<b>Utilities / Services</b>					

## SPECIFICATIONS

**GREEN** **ORANGE** **BLUE** **PURPLE**

<b>Back-up Power</b>	Back-up power shall be provided to the common area lighting and pumps and motors etc. and upto 5KVA for each home. The Generators shall be provided with acoustic enclosures and an automatic change-over switch.
<b>Rainwater Harvesting</b>	Percolation pits shall be provided for rainwater harvesting
<b>Sewage treatment</b>	A tertiary sewage treatment plant shall be provided with separate plumbing for the use of re-cycled water in landscaping and for the flushing system
<b>Garbage chute</b>	A stainless steel garbage chute with sprinkler system, auto-close intake doors, sanitation unit, exhaust system at the roof level and control panel for control along with a heavy duty HDPE garbage trolley shall be provided at all floors
<b>Elevators</b>	Elevators shall be provided with automatic doors and SS finish inside the cabins. Elevators shall be provided with multi-beam sensors for door operation and down collective system

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**C. Plans (Unit and Parking)**

[Sample parking map to be inserted]

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## 5 Commercial Terms

### 5.01 Consideration

The Promoters have agreed to sell and the Allotees have agreed to purchase the Unit, for a total sale consideration of INR \_\_\_\_\_. This Consideration amount is inclusive of Utilities, Amenities, Car Park charges, location premiums and all other charges payable towards the Unit and exclusive of all taxes, stamp duty and registration charges. This consideration amount is payable in accordance with the payment schedule specified in Clause 5.03.

Customisation option chosen by Allottee at the time of execution of AfS:

Standard Customisation through Online Platform	<input type="checkbox"/>
Personalised Customisation	<input type="checkbox"/>

In case none of the options above are selected, the Unit shall be completed with standard default specifications and design, without any changes whatsoever.

### 5.02 Virtual Completion

The Parties have agreed that the Unit shall be brought to a stage of Virtual Completion and Possession shall be given on or before \_\_\_\_\_.20\_\_\_\_\_. This Virtual Completion Date is for completion of the Unit with standard default specifications and design without any changes whatsoever. In case the Allotees choose to customise their Unit, the Virtual Completion Date will be revised as per the Agreement for Sale.

### 5.03 Payment Schedule

The Payment Schedule shall be as shown in the table below:

Payment Schedule	Date	Consideration
0 Earnest Money Deposit [EMD] for blocking		
1 1st Installment [Advance]		
2 Foundations		
3 1st Structural Slab		
4 5th Structural Slab		
5 10th Structural Slab		
6 15th Structural Slab		
7 20th Structural Slab		
8 25th Structural Slab		
9 30th Structural Slab		
10 Internal Plaster inside the Unit		
11 Flooring inside the Unit		
12 Virtual Completion		

The Virtual Completion Date is for completion the unit with standard default specifications and design without any changes whatsoever. In case the Allotees choose to customise their Unit, the Virtual Completion Date will be revised as per the Agreement for Sale.

## 6 Special Conditions

[Insert special conditions if any OR ELSE write N.A.]

## C GENERAL TERMS OF SALE ("GToS")

## 7 Consideration and Payment

### 7.01 Basic Consideration

#### a. Consideration

The Promoters have agreed to sell and the Allottees have agreed to purchase the **Unit**, for a total sale consideration [the **Consideration**] and all other outgoings as agreed in the Specific Terms of Sale (SToS) of this Agreement, payable in accordance with the payment schedule specified therein.

#### b. Binding Effect

This Agreement shall become valid and binding only on the payment of the complete Earnest Money Deposit [**EMD**] amount as mentioned in the SToS. Merely sending this Agreement to the Allottees by the Promoters does not create any binding obligation on the Parties until, firstly, the Allottees sign and deliver this Agreement with all its annexures and schedules along with the payment of the complete Earnest Money Deposit [**EMD**] within 30 (thirty) days from the date of receipt by the Allottees and secondly, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottees fail to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and appear before the Sub-Registrar for its registration, then the Promoters may, at their discretion, serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of receipt of the notice by the Allottees, the application of the Allottees shall be treated as cancelled and the sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever and after deducting an amount of INR 5,00,000 (Rupees Five Lakhs only).

#### c. No Escalation

The Consideration is escalation-free, save and except increases which the Allottees hereby agree to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

### 7.02 Additional Consideration

In addition to the aforesaid Consideration towards the Unit, the Allottees shall also pay the following amounts, as per the payment schedule in the SToS, to the Promoters, before seeking conveyance or possession of the Unit:

#### a. Customisation and Improvements

The Allottees shall pay to the Promoters applicable fees and charges (along with taxes) for all changes, alterations, modifications, additional work, design, customisation and execution of interior works carried or to be carried out in or relating to the Unit, as per the SToS and/or the Interior Customisation Supplementary Agreement ("ICSA") to be executed between the Parties for customisation of the Unit. A format of the ICSA is appended hereto as **Annexure-03** for reference.

#### b. Taxes / Deposits / Levies

All applicable taxes levied by the Government, with respect to the Unit, shall be payable by the Allottees as and when demanded by the Promoters, including without limitation GST, TDS etc., and at the applicable rates as set out by the Government from time to time.

#### c. Stamp Duty and Registration Fee

All expenses towards Stamp Duty and Registration Fees, Transfer of Khatha/mutation in the name of Allottees and such other incidental charges including any out-of-pocket expenses for carrying out registration of the Unit with the office of the relevant Sub-registrar, shall be borne solely by the Allottees.

### 7.03 Payment Schedule

The Allottees assure that all the monies due to the Promoters/ Landowners, shall be paid, without default, in a timely manner, in accordance with the payment schedule agreed in the SToS within 7 (Seven) calendar days from the date of invoice. Any estimated dates provided against the milestones are only estimates and shall not form the basis for the date of payment, unless specifically mentioned as a "date based payment". All milestone payments MUST be made on the completion of the milestone, even if the milestone is completed ahead of schedule. In the case of date based milestones, if any, the Allottees agree that they shall not link the same to

any work completion milestones.

The definitions of the payment milestones are agreed as follows:

**a. Foundation Footings**

In case of a Villa, this shall include all the foundation footings for the particular Unit only. In case of an apartment, this milestone shall pertain to the foundations of the specific "Tower" only, in which the Unit is located. This milestone shall not include column pedestals, columns, tie-beams or retaining walls.

**b. 1<sup>st</sup> structural slab**

In case of a Villa, this shall include the very first structural slab for the particular Unit only and shall include the main slab and beams only and shall not include any special details, small portions, or column pedestals or columns or shear walls. In case of an apartment, this milestone shall pertain to the 1<sup>st</sup> Structural Slab in the specific "Tower" only, in which the Unit is located. This milestone shall be considered complete immediately on pouring concrete for the slab.

**c. Subsequent structural slabs**

This shall have the same meaning as defined in "b" above, corresponding to the slab mentioned in the milestone, counting each subsequent slab as 2<sup>nd</sup>, 3<sup>rd</sup> etc.

**d. Internal Plaster**

This shall refer to the completion of internal plaster for the internal walls in the Unit, but shall not include plaster to bathrooms and for portions in the kitchen / utility etc. where cladding is expected and shall also not include plaster to small portions such as above the skirting or other edges to be finished later.

**e. Flooring**

Where applicable, this milestone shall include stone or tile flooring only, within the Unit, and exclude terracotta tiles and wood / wood laminate, carpet or other floor finishes that are planned to be completed at the final stages of completion of the Unit.

**f. Doors & Windows**

Where applicable, this milestone shall include installation of doors and windows of the Unit.

**g. Tower Common Areas**

Where applicable, this milestone shall include completion of staircases, lift wells, and lobbies upto the floor level of the Unit.

**h. Tower Envelope**

Where applicable, this milestone shall include completion of external plumbing, external plaster and waterproofing, of the terrace of the building in which the Unit is located.

**i. Services**

Where applicable, this milestone shall include completion of elevators, water pumps, electrical fittings and electro, mechanical equipment.

**j. Virtual Completion**

Virtual Completion shall mean where the Unit is in a good enough state to move in, while minor issues and snags may remain to be resolved and shall continue to be listed out and completed to the satisfaction of the Allottees.

#### **7.04 Early Payments**

The Promoters may allow, at their sole discretion, a rebate for early payment of instalments payable by the Allottees by discounting such early payments at 12% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottees by the Promoters, even if the estimated milestone dates, based on which the rebate was calculated, are actually completed either earlier or later.

#### **7.05 Timely Payments**

**a. Delayed Payments**

The Parties hereto agree that timely payment is of the essence in this Agreement. The Promoters have informed the Allottees and the Allottees are aware that any default in payments as per the payment schedule in the SToS could jeopardize the entire Project as well as expose the Promoters to financial losses and also affect the other purchasers.

As provided in the Act, any delay or default on the part of the Allottees to pay the amount payable to the Promoters on the due dates as agreed in the SToS, shall be construed as a breach of contract committed by the Allottees, and in the event of such breach, the Promoters shall be entitled to charge interest at the State Bank of India highest marginal cost of lending plus 2% (two percent) per annum ("**Agreed Rate of Interest**")

for the period of delay, OR, in case the default by the Allottees continues for a period beyond 3 (three) consecutive months, after notice from the Promoters in this regard, the Promoters shall have the right to Terminate this Agreement as per provided in Clause 13.02 of the GToS.

**b. Bank Charges & Dishonoured Payments**

In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Allottees' account and credit for the payment made will be given on net credit of the amount of the instalment. In case any cheque issued by the Allottees is dishonoured or returned by the Banker of the Allottees on any ground or reason whatsoever, then the Promoters, without prejudice to their right to seek redressal under the Negotiable Instruments Act, 1881, shall be entitled to recover from the Allottees an amount of INR 5,000 (Rupees Five Thousand only) for each such case.

**7.06 No possession or conveyance until payments cleared in full**

The Allottees agree and covenant not to claim possession or any right, title, interest or conveyance over and in respect of the Unit till such time the Allottees have made and/or deposited the entire Consideration and all other amounts agreed as per the SToS above in full, regardless of the fact that there may be works pending/ongoing for completion of (a) interior works for the Unit, (b) the common facilities and amenities in the Project, or (c) construction of other units in the Project. It is hereby agreed that no amounts shall be held back on any grounds whatsoever, at the time of conveyance of the Unit.

It is hereby understood and confirmed by the Allottees that all amounts received by the Promoters for the Unit shall be adjusted in the following order:

- i. Firstly towards the applicable statutory taxes due against such receipt of amounts;
- ii. Secondly towards customisation charges (if applicable);
- iii. Thirdly towards the Consideration for the Unit;
- iv. Fourthly towards applicable registration and stamp duty fees and expenses, if any.

## **8 Virtual Completion, Possession and Conveyance**

**8.01 Virtual Completion**

Provided that the requisite payments are made by the Allottees in a timely manner as mentioned in the SToS herein, the Promoters shall handover the Unit on or before the Virtual Completion Date as per Clause 5.02 of the SToS or Revised Virtual Completion Date (if applicable as per Clause 10.03 of the GToS).

In case the Promoters fail to bring the Unit to a state of Virtual Completion on or before the Virtual Completion Date or Revised Virtual Completion Date, then in such case, the Allottees shall have the option to:

**a. Claim Compensation**

Claim compensation from the Promoters in the form of interest at the Agreed Rate of Interest on the monies paid to the Promoters till date, from the Virtual Completion Date or Revised Virtual Completion Date upto the date of notification of Virtual Completion of the Unit. The Allottees may however, upon the request of the Promoters, agree to a lower compensation in the form of additional services or benefits.

**b. Terminate**

Terminate the Agreement as per provided in Clause 13.02 of the GToS.

**c. Grant Extension**

Grant reasonable extension, at their sole discretion, for completing the Unit on request of the Promoters.

It is hereby agreed between the Parties, that the liability of the Promoters shall be limited to the aforesaid compensation (if any). The Promoters shall not be liable for any other consequential losses or damages under this Agreement.

**8.02 Possession in 90 days**

The Allottees shall take possession of the Unit within 90 (Ninety) days from the date of Notification of Possession. In case the Allottees fail to do so, the Promoters shall charge the Allottees a fee calculated at INR 3 (Rupees Three only) per square feet of Carpet Area of the Unit, per month, towards housekeeping charges, from the date of Notification of Possession.

### 8.03 Effective Completion Date

From the date of possession or 30 (Thirty) days from the date of Notification of Possession, whichever is earlier ("Effective Completion Date"), the Allotees shall be liable to bear and pay all taxes, charges for electricity and other services and common outgoings payable in respect of Unit either as a direct liability or as part of the common outgoings for the Project.

### 8.04 Physical presence of fixtures and fittings

Upon possession of the Unit being handed over to the Allotees, they shall have no claim against the Promoters in respect of any physical presence of fixtures and fittings in the Unit as per specifications in the SToS, which may be alleged not to have been fitted or provided.

### 8.05 Delays in obtaining Government Approvals and Connections

The Promoters shall make every effort to obtain Commencement Certificate, Occupation Certificate, Electrical, Water and Sanitary connections in a timely manner to enable them to handover the Unit within the Virtual Completion Date as stipulated in the SToS. However, the Promoters shall not be responsible under any circumstances whatsoever for any delay by relevant authorities in granting such approvals / connections.

### 8.06 Use of Unit before Handover

Till such time that the Unit is completed and handed over and all payments have been cleared in full, the Unit shall continue to be the property of the Promoters and the Promoters shall have the right to utilize the Unit for any purposes as may be required, including, but not limited to, storage of materials, engineering office as well as showing the Unit to other prospective customers.

### 8.07 Work on other units and Amenities

Work on the remaining units may continue after the possession of the Unit has been handed over, and it is agreed that this shall not, in any way, form a basis for claiming compensation for delay in possession.

### 8.08 Force Majeure

In the event of any force majeure condition which is beyond the control of the Promoters, the Allotees shall give reasonable extension to the Promoters for handing over possession of the Unit to the Allotees.

### 8.09 Conveyance

The Promoters, on receipt of complete amount of the Consideration and other charges as per the SToS of this Agreement, shall execute a conveyance deed and convey the title of the Unit together with undivided share in the available Common Areas. However, in case the Allotees fail to pay the stamp duty, registration charges and all other incidental and legal expenses etc., the Allotees authorize the Promoters to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoters is made by the Allotees. The Allotees shall be solely responsible and liable for compliance of applicable statutory provisions relating to stamping and registration of the conveyance deed including any actions taken or deficiencies/penalties imposed by the competent authorities.

### 8.10 Common Area Maintenance

Property Management services shall be provided by the Promoters for the common areas and facilities in the Project, for a period of 3 (three) years from the Effective Completion Date or till such time as the Association continues to engage the Promoters to manage the property as per the terms mentioned in the Clause 10 of Annexure-04 (Maintenance Services), whichever is earlier. It is explicitly agreed by the Allotees that, in case the Property Management services being provided by the Promoters are terminated by the Association for any reason whatsoever, including non-performance, the rights of the Allotees towards the remaining period, if any, shall be forfeited and under no circumstances shall such rights be assigned to the new service provider and the Promoters shall not be asked to remit any payments towards the same to the new service providers.

The scope of the Property Management services shall be as provided in Annexure-04. Immediately on the completion of 3 (three) years from the Effective Completion Date, the Allotees agree to start paying for the common area maintenance to the Association.

## 9 Design, Specifications and Warranty

### 9.01 Construction and Specifications

The Promoters shall carry out and supervise the construction of the Unit as per the floor plans and

specifications provided in the SToS, unless the Allottees request for the customisation of their Unit as per the provisions in Clause 10 of the GToS.

### **9.02 Architectural Design**

The Project and the individual home units have been especially designed by **Shibanee & Kamal Architects**, hereinafter referred to as the **Architects**. Any design decisions, whether interior or exterior with respect to the overall development and for the Unit, shall be at the sole discretion of the Architects. No external architects or designers may be brought in by the Allottees. Before purchasing the Unit, the Allottees confirm that they have familiarised themselves and appreciate the design philosophy of the Architects. Any decisions that may be taken from time to time by the Architects shall be final and binding including any decision relating to specifications and amenities, fixtures and fittings and/or any customisation options provided with respect to each individual unit in the Project and the overall design of the Project as may be necessary, keeping the overall vision and aesthetics for the project in mind.

### **9.03 Masterplan**

Installation and placement of transformers, generators, pumps, motors, elevators, entrance ramps, individual parking lots, overhead tanks, underground sump tanks, swimming pool etc. in the Project shall be at the sole discretion of the Architects.

The Allottees confirm that before execution of this Agreement, the Allottees are fully aware and have agreed that the Promoters shall be entitled to demarcate private garden areas, terrace areas and basement areas in the Project and allot these to specific purchasers for their exclusive use and enjoyment and the Allottees herein hereby confirm that they have no objection to the same.

### **9.04 Variations**

#### **a. Design and Dimensions**

The Promoters may make such variations or modifications in the plans / designs / dimensions as may be required / deemed necessary or advisable by the Architects, within the provisions of the Act.

#### **b. Natural Materials**

The Allottees confirm that they understand that many of the materials used in the Project, including Marble, natural stones such as Kota and Jaisalmer, Granite, Wood etc. are natural materials. The Allottees understand that such natural materials are subject to variations in tone, colour, grain, knots, texture and other features, which are beyond the control of the Promoters. Therefore, the Allottees acknowledge that the Promoters cannot guarantee that the products used will exactly match any samples that may have been shown to the Allottees. Specifically, in the case of soft marbles such as Italian marble, there may be cracks in the marble and such cracks would be filled with appropriate filler material and such cracks shall not be construed as a defect.

#### **c. Manufactured Materials**

It has been further understood by the Allottees that certain manufactured materials including ceramic and vitrified tiles, anodized aluminium, sanitary-ware etc. are subject to colour variations due to the inherent manufacturing process, which is beyond the control of the Promoters. The final product used may, therefore, vary from the samples (if any) shown to the Allottees.

### **9.05 Materials Supplied by Allottees**

The supply of any material by the Allottees for installation or use in the Unit shall not be permitted and the Promoters shall not be responsible for any damage or loss of any material supplied or installed by the Allottees.

### **9.06 Hindrance / Obstruction to Construction**

#### **a.**

The Allottees shall have no right whatsoever, to obstruct or hinder, on any ground whatsoever, the progress of the construction of the Project or any part thereof.

#### **b.**

The Allottees shall not be permitted to enter the construction site of the Project without prior written permission from the Promoters and all such visits must be in co-ordination with the Promoters' representative and duly escorted. The Promoters shall not be responsible for any accidents or injury to the Allottees in case of such site visits during the construction phase.

#### **c.**

No "House Warming" / "Griha Praveshan" ceremonies shall be permitted before the Possession of the Unit is handed over to the Allottees. No external agencies / carpenters / modular kitchen agencies etc. shall be

permitted to carry out any work in the Unit before the possession of the Unit has been handed over to the Allottees.

#### **9.07 Wastage/Scrap**

All wastage and scrap material resulting from the construction of the Project and the Unit, including customisation wastage resulting from the construction of special items, shall be the property of the Promoters and they shall have the complete rights to either use the same or sell the same and appropriate the income from such sale.

#### **9.08 Warranty**

##### **a. 5 year Warranty for Structural Defects**

It is agreed that in case any structural defect in the Unit is brought to the notice of the Promoters by the Allottees within a period of 5 (five) years from the Effective Completion Date as defined in clause 8.03 of the GToS, it shall be the duty of the Promoters to rectify such defects without any charge, within 30 (thirty) days or such other time period as may be reasonably required to rectify the defect.

The Allottees have understood and agreed to carry out, at their own cost, all the activities provided in the **Maintenance Checklist** appended hereto as **Annexure-05**. Failure to carry out these activities shall nullify any warranties against such items.

Warranty for all equipment such as kitchens, generators and lifts, will be provided by the respective manufacturers, on their standard terms.

The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse; (b) modifications or repairs done by the Allottees on their own and/or through their agent/s; (c) cases of force majeure; (d) failure of the Allottees to maintain the amenities / equipment (e) accident; and (f) neglect by the Allottees or their agents.

##### **b. No Liability for Consequential damages**

The liability of the Promoters does not cover costs other than those for the rectification of the defect/s. All liability for consequential damages is excluded. The Promoters shall have no liability with respect to their obligations under this Agreement or otherwise, for consequential damages of any nature, including losses due to accident, damage to property or due to design issues after customisation of the Unit.

##### **c. No modifications through External Agency**

The Allottees agree that all warranties shall be void in case the Allottees make any changes or modifications to their Unit through an external agency at any time either before or after taking possession of the Unit.

### **10 Customisation and Improvements**

#### **10.01 Customisation Options**

The Promoters may, at their sole discretion, permit modifications to the interior design and finishes of the Unit "Customisation", for a fee, through the following options:

##### **a. Standard Customisation through Online Platform:**

Under the standard customization process, a limited number of pre-designed options may be available to choose from and for each such option, a limited number of finish options – including flooring, tiling, veneers etc.

##### **b. Enhanced Customisation:**

For an additional fee as may be decided by the Promoters from time to time, certain special requests from the Allottees may be possible to upload onto the Online Platform and made available for the purpose of customising their Unit.

##### **c. Personalised Customisation:**

For a limited number of purchasers only, and at the sole discretion of the Promoters, the Promoters MAY provide, at an additional cost, individual customization options through personal sessions with their Architects more specific to an individual purchaser. These options shall however be limited and there shall still be restrictions to the extent of customisation possible. Such sessions shall be limited to a maximum of 3 (Three) sessions for a total of 9 (Nine) hours.

For the customisation of their Unit, the Allottees shall be required to choose only from the various design and finish options provided by the Promoters.

Any additional time spent by the Architects on Personalised Customisation beyond the aforesaid time limit shall be chargeable separately by the Architects on an hourly basis. The fee applicable in this regard is as follows:

Project Architect	INR 5,000 (Rupees Five Thousand only) per hour + Taxes
Lead Architect	INR 20,000 (Rupees Twenty Thousand only) per hour + Taxes
Principal	INR 1,00,000 (Rupees One Lakh only) per hour + Taxes

#### 10.02 Restrictions on Customisation

For the customisation of the Unit, the Allottees shall be required to choose only from the various standard designs and finish options provided by the Promoters, if any. Changes outside of these options shall not be permissible under any circumstances whatsoever, as the available options for customisation in a particular project are determined in accordance with various factors including the overall design, aesthetics and structural stability and ability to deliver. Accordingly, the Allottees hereby agree that the discretion of the Promoters and their Architects shall be final and binding in all matters relating to customisation.

#### 10.03 Timelines

##### a. Commencement of Customisation

The Promoters shall notify the Allottees to commence Customisation of their Unit no later than **15** (fifteen) months prior to the Virtual Completion Date.

##### b. For finalisation of Customisation

If the Allottees choose to customise, then they shall finalise all details for modifications / alterations / specific requirements pertaining to their Unit, within **03** (three) months after having been notified by the Promoters in writing to commence the customisation of the Unit.

The Allottees shall sign the drawings, schedules, cost sheets for their Unit appended to the Interior Customisation Supplementary Agreement (as per the format in Annexure-03) and ensure the payment for the same is cleared in full, within **03** (three) months from the date of their being notified by the Promoters to commence with the customisation. In case the Allottees fail to sign the entire ICSA including all annexures and/or make full payment for the same within the aforesaid time, the Promoters shall have the right to proceed with the completion of the Unit on standard default specifications and design without any changes whatsoever – even if the Allottees have already started with the customisation process.

##### c. For Virtual Completion

The Virtual Completion Date mentioned in the SToS of this Agreement shall be revised (being the "**Revised Virtual Completion Date**") on the basis of the extent of customisation selected by the Allottees and shall be a minimum of **12** (Twelve) months from the date of receipt by the Promoters, of the ICSA for the Unit, duly signed by the Allottees, along with the entire payment towards the customisation. Incompletely signed ICSA or its annexures shall not be taken up for execution.

#### 10.04 Change after signoff

##### a.

Pursuant to the sign-off of the ICSA and its complete annexures by the Allottees, the Promoters may, at their discretion, refuse to consider any further changes proposed by the Allottees, based on the logistics involved in delivering the Project. In case the Promoters agree to consider any further changes proposed by the Allottees, the Allottees shall once again sign the "**Revised Interior Customisation Supplementary Agreement**" for such changes (even if there is a single minor change) prior to the work being taken up for execution at site as per the specified change/s. Also, during such time that the Allottees ask for such revisions, all work on the Unit shall be stopped until the Revised ICSA has been signed and payments for the same, if any, have been paid in full.

##### b.

The Promoters shall charge a separate fee for permitting changes after sign-off and seek additional time for the execution of the same.

#### 10.05 Checking of Drawings

It shall be the responsibility of the Allottees to check their ICSA and its complete annexures before signing the same and ensure that all their customisation requirements have been fully captured in the same. The Allottees agree that they shall not claim ignorance, or inability to understand the drawings, documents and cost sheets in the ICSA as a basis for requesting changes later or for disagreeing with what is provided in the Unit as per the ICSA.

#### 10.06 Changes affecting external appearance

No alterations shall be permitted in the Unit, which might affect the external appearance of the building. Balconies or terraces / terrace gardens cannot be enclosed with any kind of fence/s, bamboo mats, glass or

grills without prior written permission from the Architects appointed by the Promoters.

#### **10.07 External Agencies**

##### **a. Architects / Interior Designers / Consultants**

No external Architects, Interior Designers or other consultants may be brought in by the Allottees and shall not be entertained for any discussions. The decision of the Architects appointed by the Promoters shall be final and binding on the Allottees for all modifications / alterations / improvements to their Unit.

##### **b. Agencies /Contractors**

No external agencies, such as carpenters, electricians, modular kitchen companies, may be brought in by the Allottees to carry out any work within their Unit before possession.

#### **10.08 No instructions at site**

The Allottees shall not make any requests for changes to the interiors of the Unit or give any specific instructions relating to the Unit directly to the workmen or engineers or project managers at the construction site, either verbally or in writing. The Promoters shall not be bound by any such instructions even if they have been accepted by a representative of the Promoters present at the site.

### **11 Promoters' Representations and Warranties**

#### **11.01 Title**

The Promoters have absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development on the Project Land as provided in **Annexure-01**.

#### **11.02 Approvals**

The Promoters have lawful rights and requisite approvals from the competent authorities to carry out the development of the Project as provided in **Annexure-02**. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law.

#### **11.03 No Encumbrances**

There are no encumbrances upon the Unit OR, if there are any, an NOC towards the same shall be procured from such Bank of Financial Institution before the Allottees are required to make any further payments.

#### **11.04 Laws**

The Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas.

#### **11.05 Right to Enter into this Agreement**

The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected.

#### **11.06 No Other Agreement**

The Promoters have not entered into any agreement for sale or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, affect the rights of Allottees under this Agreement.

#### **11.07 No Restriction for Sale**

The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Unit to the Allottees in the manner contemplated in this Agreement.

#### **11.08 Statutory Dues**

The Promoters have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities.

#### **11.09 Notices**

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoters, which might prevent the Promoters from delivering the Project.

#### **11.10 Disclaimer on Marketing Collateral**

It is specifically understood and accepted by the Allottees, that the brochures, compact discs, advertising and marketing material provided by and published by the Promoters from time to time in respect of the Project are only conceptual in nature and are meant to provide a broad idea about the project. These may indicate various features such as furniture layout, vegetation and plantation, colour schemes, vehicles, etc. to provide a sense of scale and context only and are not technical documents and therefore strictly not to be used for understanding the specifications or the scope of what is included in the Project.

### **12 Obligations of the Allottees after Completion**

The Allottees have clearly understood and hereby agree and covenant, confirm and undertake the following obligations towards the other unit owners in the Project as well as to the Promoters, both in their own capacity as well as jointly as part of the Association, effective immediately from the Effective Completion Date:

#### **12.01 Member of Association**

The Allottees hereby agree to become a member of the Association of home owners of the Project, hereinafter referred to as the **Association** that shall be formed along with all the other owners (hereinafter referred to as the **Co-Owners**) of the respective units, to manage the affairs of all the owners in the Project. The Allottees have, on this day, signed a Special Power-of-Attorney in favour of the Promoters in **Annexure-06 [Special Power-of-Attorney]**, authorising the Promoters to inter alia, sign all application forms, documents, and bye-laws including declarations and affidavits, for the purpose of registration of the Association with the appropriate authority. The format of the Deed of Declaration is provided in **Annexure-07 [Deed of Declaration]** and the Allottees confirm that they have read through the same and agree that on the execution of this Agreement for Sale, they shall be bound by and agree to comply with and abide by the terms contained in the Deed of Declaration including the bye-laws of the Association. Further, the Allottees shall have no objection to any changes or modifications that may be made to the Deed of Declaration as may be required by the Registrar or other competent authority.

The Association will be formulated in accordance with the provisions of the applicable law. The Allottees shall not object to the formation of a separate body/association for the commercial buildings, if any, to be constructed in the Master Development. Further, the Allottees or the Association shall not be entitled to claim any right, title and/or interest in the entire Master Development and the rights of the Allottees and the Association shall be limited to the Residential Land herein.

The Allottees shall be responsible to form the Management Committee within 30 (thirty) days of being notified by the Promoters to do so, after the registration of the Deed of Declaration. Thereafter the Management Committee shall co-ordinate with the Property Managers on behalf of Allottees for all matters under this Agreement. It is confirmed that the Management Committee alone shall be responsible for implementation of the Bye-laws of the Association.

#### **12.02 Bye-Laws, Rules and Regulations**

The Allottees shall also observe and abide by all the bye-laws, rules and regulations prescribed by the Association, State/Central Government, City Corporation or any other authority with regard to ownership or enjoyment of their Unit.

#### **12.03 Third-party transfer**

In case the Allottees transfer the Unit to any third party, they shall ensure that the relevant documents include all the terms of the Deed of Declaration as a condition of sale, unless otherwise modified by the Association from time to time, which shall be binding upon the new purchasers as well as any subsequent assigns.

#### **12.04 Rights of Association members**

The Association will ensure that all provisions of this Agreement are carried into effect fully and completely by passing appropriate resolutions for the said purpose. The Association and all its members shall also ratify, confirm and adopt this Agreement, and other ancillary agreements which the Promoters will enter into with other allottees of units in the Residential Development.

#### **12.05 Co-operation**

##### **a. Maintenance**

To co-operate with the Association, other Co-Owners and/or co-occupants and the Promoters in the

management and maintenance of the Residential Development. The Promoters or the Association shall appoint an agency or the Promoters, hereinafter referred to as the "**Property Managers**" to carry out all the day to day activities of maintaining the building/s, providing for security, housekeeping and landscaping on behalf of the members of the Association.

**b. Association rules**

To observe the rules framed from time to time by the Association.

**c. Repairs**

To allow the Promoters and the Property Managers with or without workmen to enter into the Unit for the purpose of maintenance and repairs subject to **24** hours' notice in writing of such purpose to the Allottees, provided that in the case of an emergency, no such notice shall be required.

**d. Insurance**

Not to do, or permit to be done, any act or thing which may render void, or make voidable, any insurance in respect of any part of the Residential Development or cause increased premium to be payable in respect thereof, if the Residential Development is insured.

**e. Cleanliness and Upkeep**

The Allottees shall be responsible for the cleanliness and upkeep of their Unit and surroundings including their earmarked spaces, if any, and shall not allow litter, dirt, overgrown grass etc. and the Association shall have the right to impose fines and penalties if the same are not maintained.

**f. Lawn mowing and weeds**

Residents must mow their lawns and de-weed their gardens – either on their own or by entering into contract with the Property Managers. In case their lawn / garden is overgrown or covered with weeds, the Association shall send a notice and if no action is taken within one week, the Association shall get such area cleaned or mowed and charge an amount equal to double the contract rates for the same work.

**g. Horns / Reverse warning music**

No horns and reverse warning music etc. shall be permissible for all cars within the Residential Development. Polluting vehicles may not be permitted inside the Residential Development either.

**h. Littering**

Littering within the Residential Development, even so much as dropping a chocolate wrap within the campus shall be liable for fines upto INR **5000/-**. Children shall not be exempt from such fines – and it shall be the responsibility of the parents to prevent littering. Pet owners must carry necessary cleaning apparatus for cleaning up their waste. Such fines may be levied by the Association and the Allottees hereby authorize the same.

**i. Powers of the Association**

The Association shall have the right, and the Allottees hereby authorize the Association to disconnect the water supply and/or power supply to the Unit or take any other appropriate action in case of non-payment of fines and dues against the common outgoings and maintenance for a period of over **3** (three) consecutive months.

**12.06 Uses Permissible in the Unit**

**a. Residential Use**

Not to use the Unit or permit the same to be used for any purposes whatsoever other than as a place of residence.

**b. Any other use prohibited**

Not to use or allow to be used, the Unit for any noisy, offensive or dangerous trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the Co-Owners in the Residential Development, or which may tend to depreciate the value of the units in the Residential Development or as meeting place or for industrial activities or for any illegal or immoral purpose whatsoever.

**12.07 Maintenance and other Expenses**

**a.**

The Allottees agree to bear their proportionate share of the maintenance charges for all common facilities and proper upkeep of the Residential Development, including expenses towards electricity and water for the common areas, diesel for the generators, housekeeping materials, landscaping materials, salaries of the maintenance staff including overheads and management fee to the Property Managers, Insurance of the Residential Development against fire, earthquake, acts of God, riots, etc., Annual Maintenance Contracts for various equipment such as elevators, generators, pumps, motors, project vehicles if any, replacement of

consumables such as bulbs and light fixtures, repairs, painting and polishing, Municipal Taxes and Cesses, maintenance of the common facilities (if available) such as the swimming pools, gym equipment and sporting equipment.

**b.**

It is hereby clearly agreed by the Allottees that all expenses shall be shared proportionately and the non-usage of certain facilities shall not form a basis for not paying a share of the expenses towards the running and maintenance of those facilities. However, it is clarified and agreed that nominal usage charges may be levied for the use of certain special facilities and amenities (if available) such as the swimming pool, squash courts, tennis courts, badminton courts, pool table etc. by the Association.

**c.**

The Allottees also agree to deposit the amounts reasonably required with the Association towards the liability for rates and taxes and other out goings.

**d.**

All such amounts shall be deemed to be due and payable on and from the Effective Completion Date. The said amounts shall be paid by the Allottees, without raising any objection thereto, regularly and punctually within 72 hours from the due date to the Association.

#### **12.08 Method of Calculation of Proportionate Share for common outgoings.**

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Co-Owners in the Residential Development, the same shall be in the proportion of the carpet area of the Unit to the total carpet area of all the units in the Residential Development.

#### **12.09 Structural stability**

**a.**

To give to the owners of the other units, the necessary vertical, horizontal and lateral support for their units and reciprocate and recognize the rights of the other unit owners in the Residential Development. The Allottees must report to the Promoters without delay, any structural defects within the Unit, Residential Development or common areas as soon as they become aware of such defect or damage.

**b.**

To maintain or remain responsible for the structural stability of the building and not to do anything which has the effect of affecting the structural stability of the building. The Allottees hereby agree that, for any interior works carried out in the future, involving any kind of "**Non-Permitted Works**" whatsoever, in the Unit, they shall secure written permission from the Promoters on all the drawings and details for the same – before commencing with the works, failing which the Promoters and/or the Association shall have the right to levy penalties or instruct the Allottees to dismantle or modify the works done at the Allottees' cost. Non-Permitted Works here refers to any work that involves any concrete / structural members, masonry walls, plumbing lines, flooring or tiling works, drilling of holes larger than 10 mm in diameter or more than 50 mm in depth, doors and windows etc. and as may be re-defined by the Association from time to time. Items such as painting, polishing, installation of light fixtures, loose furniture items (excluding heavy items such as library units) shall be classified as "**Permitted Works**" and no permissions shall be required for the same.

**c.**

Further, the Association shall also NOT make or allow to be made, any addition and/or alterations to any of the structures / buildings / facilities and services in the Residential Development, without the prior approval in writing of the Promoters.

**d.**

Not to store or bring and allow to be stored in the Unit or in the Residential Development, any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

**e.**

Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the building or any part thereof.

**f.**

Not to do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling of the Unit or adjacent to the Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

**g.**

Not to damage or demolish or cause to be damaged or demolished, the Unit or any part thereof.

**12.10 Modifications / alterations and Aesthetic appearance of the Residential Development**

**a.**

Not to do any act or thing that may adversely affect the aesthetic appearance and beauty of the Residential Development.

**b.**

Not to put up any additional construction, or to build a boundary wall or fencing to the Unit. For any modifications or alterations or repair work to the exterior of the building or any changes in openings into the common area, the Allotees or the Association must seek written permission from the Promoters.

**c.**

Not to close or permit the closing of verandahs or lounges or balconies or common lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences or external doors and windows including grills of the Unit which in the opinion of the Promoters differs from the colour scheme of the building or deviation which in the opinion of the Promoters may affect the elevation in respect of the exterior walls of the said building.

**d.**

Not to fix or install air-conditioning equipment for the Unit save and except through approval from the Promoters.

**e.**

Not to install grills, the design of which has not been approved by the Architects appointed by the Promoters.

**f.**

Not to put any article in or upon the windows balconies /terrace railings/roof and other portions which may be exposed in a manner or be visible from the outside.

**g.**

The Allotees shall not put up any hoarding, name plates sign-boards, graffiti etc, in any place other than that demarcated and allotted by the Promoters or the Association.

**h.**

The Allotees shall not drill a borewell or create or dig any wells in the Residential Land.

**i.**

The Allotees are aware that the Promoters maintain a unique exterior look for all of their projects and have earned a special repute for their projects. The colour combination and exterior façade and the "look and feel" of their projects has become an integral part of their branding "Total Environment" to the extent that the public at large associates the combination and / or look of the projects with Total Environment and thus have acquired immense goodwill amongst the industry and the public. In view of the goodwill already created, the Allotees undertake and warrant with the Promoters not to alter and / or modify the colour combination, exterior façade and the "look and feel" of the Residential Development at any time without the prior written consent of the Promoters. It is further agreed between the parties that if at any time, the Allotees or other Co-Owners or the Association fails to honour their undertaking and warranty as aforesaid and as agreed under this clause, the Promoters shall, on notice of the same, have the right to disown the Project and withdraw the name and brand of "Total Environment" bestowed upon the Project including dismantling and removal of any signage that carries such name or branding. Further, the Promoters shall also have the right to stop all maintenance services being provided by them or their affiliate / sister / subsidiary companies after giving a notice of 60 (Sixty) days.

**12.11 Car park**

**a. Usage**

Not to use or permit to be used, each allocated car parking space for any other purposes whatsoever other than parking of their own car. Not to keep in the parking space/s, anything other than a private motor car or motor cycle, and not to raise or put up any temporary or permanent construction, grill, wall or enclosure thereon or part thereof and to keep it always open as before. Not to permit any person to reside in the car parking space/s. Not to store any materials in the car parking space. Not to park more than one single car in a single car parking slot, unless it has been clearly allotted as a double or linked car park.

**b. Sale / Lease**

Not to sell / rent / lease out the car parking space/s to any other person, save and except as a part of the Unit, or to other Co-Owners within the Residential Development only.

**c. Parking only at allotted space**

Not to park their cars or other vehicles on the pathway or open spaces of the Residential Development or at any other place except the space allotted to them.

**12.12 Rights to common areas and facilities**

**a. No access to demarcated Private Spaces**

The Allottees together with all other unit-purchasers in the Project and subject to the restrictions specified herein, shall have equal rights to all common amenities and facilities built or provided in Residential Development except the earmarked car parking spaces, garden spaces and terrace spaces, penthouses, basement spaces, if any, allotted to others, with restrictive covenants.

The Allottees agree that the earmarked garden areas on the ground floor and the earmarked private terrace rights/spaces, allotted / retained by the Promoters, as the case may be, shall be to the exclusive use of those owners and the Allottees shall, at no time after the completion of the Project and formation of the Association, claim any rights thereto or deprive those owners of the said garden space or private terrace area.

**b. Access to Services**

The Allottees shall have the right to free and uninterrupted passage of water, gas electricity, sewerage etc., from and to the Unit, through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which may at any time hereafter be in, under or passing through the Residential Development.

**c. Access for Repairs and Maintenance**

The Allottees or their Agents or workmen shall have the right of entry and passage to other parts of the Building in which the Unit is situated, including the earmarked car parking spaces, garden spaces and terrace spaces, penthouses, basement spaces, if any, at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Residential Development or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other unit-purchasers and making good any damage caused.

**d. Structural Supports**

The Allottees shall have the right to subjacent, lateral, vertical and horizontal support for the Unit from the other parts of the Building.

**e. Common Areas**

The Allottees and other Co-Owners in the Residential Development shall utilize the common areas and facilities in the Residential Development jointly with each other and they shall not be entitled to claim and/or demand partition of the Residential Development or any part/s thereof under any circumstances.

**f. Privacy**

The occupants of the Units shall maintain privacy as far as possible and shall not trespass into mutually allotted premises. The movement into each of the premises shall be regulated by the Promoters or the Association in the interest of all the occupants.

**g. Club-house and Utilities**

The Allottees agree that the Club House consisting of various facilities to be constructed as per the scheme formulated as well as all the utilities, such as power, back-up power, etc., provided in the Residential Development shall all be shared and used by all the Co-Owners in the entire Residential Development, including all its phases and expansions. The common facilities to be provided in the Residential Development shall belong to and vest with all the Co-Owners in the entire Residential Development in common as determined by the Promoters and such Co-Owners shall abide by the rules and regulations formulated by the Promoters and the Association for purpose of running the facilities.

**12.13 Exclusive Right of Use of Commercial Zone**

The Allottees confirm that they are aware that the Master Development is a mixed-use development and includes residential units as well as commercial buildings that may be used for office, retail, or any other commercial purpose. To ensure peaceful enjoyment of their respective properties, the Promoters have demarcated the Master Development Land into separate zones marked "Residential Development Land" and "Other". The Allottees agree that they shall use only the Residential Development Land and shall not interfere with the exclusive use and right of access to the Other portions of the Master Development Land, which the Promoters shall be entitled to retain, lease or sell. Similarly, the Promoters shall ensure that they include a

similar clause in the agreements with the purchasers of the Other portions of the Master Development, wherein such owners shall not interfere with the exclusive use and right of access to the Residential Development.

The Parties further agree that in the event of partition of the Master Development Land, the share of land to be allotted and the future benefits shall be determined by excluding the Residential Development Land for the owners in the Other parts of the Master Development and vice versa.

## 13 Transfer and Termination

### 13.01 Transfer of Unit

The Allottees hereby agree and confirm that this Agreement is not transferable or assignable to any other third party or entity except as provided hereunder.

#### a. Deed of Assignment

The Allottees shall be entitled to transfer or assign the rights under this Agreement at any time only by way of written agreement ("Deed of Assignment") between the Promoters and the Allottees herein and the new purchasers. The Allottees undertake to ensure that the new purchasers shall be bound by all the terms of this Agreement and its Annexures and shall not seek change of any terms. However, the Allottees agree to provide the Promoters with a first right of refusal to purchase the Unit from the Allottees at the same price as offered by the new purchasers.

#### b. All payments to be cleared before assignment

The Allottees agree that the Promoters shall sign the Deed of Assignment only after all payments due at that stage, as per the SToS, including interest for any delayed payments, and any other charges, have been fully paid to the Promoters.

#### c. Transfer Fee

The Allottees shall be liable to pay transfer fee calculated at INR 5,00,000 (Rupees Five Lakhs only), to the Promoters along with applicable taxes and in such case, the potential Transferee would have to meet and be approved by the Promoters. The transfer fee under this clause shall not apply in case of transfer made to and between any immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

#### d. Transfer after Customisation

In case of Transfer or assignment of the Unit, after the commencement of customisation design by the Allottees, if the ICSA has already been signed by the Allottees, the Unit shall be completed only as per the ICSA, and if the ICSA has not yet been signed by the Allottees, the Unit shall be completed as per the default floor plans and default specifications appended in the SToS. However, the Promoters, at their sole discretion, may permit the new purchasers to customise the Unit by payment of additional Customisation Fee.

### 13.02 Termination of Agreement for Sale

#### a. By Allottees

##### i. For Convenience

In case the Allottees propose to withdraw from the Project, for no fault of the Promoters, both parties shall sign a "Deed of Cancellation" and in such case, the Promoters herein shall be entitled to forfeit the entire EMD and refund the balance monies paid by the Allottees, without any interest, within 90 (Ninety) days from the date of execution of the Deed of Cancellation. However, such termination for convenience shall not be permissible once the ICSA has been signed and work on the Unit commenced unless the Allottees have opted not to customise. The Promoters may, though, at their sole discretion, permit the Allottees to cancel at this stage, at an additional charge as decided by them if, as per their assessment, the changes made through customisation can be restored to default or sold to a new customer – without affecting the overall delivery of the Project.

##### ii. For Cause

In case the Promoters fail to provide ready to move in possession of the Unit to the Allottees on or before the Virtual Completion Date or Revised Virtual Completion Date, the Allottees shall have the option to withdraw from the project in which case the Promoters shall be liable to refund the entire monies paid by the Allottees towards the purchase of the Unit along with the interest at the Agreed Rate of Interest within 90 (Ninety) days of signing the Deed of Cancellation.

#### b. By Promoters

In case of default by the Allottees, as per Clause 7.05 of the GToS, the Promoters shall have the right to cancel

the allotment of the Unit in favour of the Allottees and refund the amounts received from the Allottees after deducting the EMD and the interest liabilities, and this Agreement shall thereupon stand terminated.

Without prejudice to any rights provided to the Promoters elsewhere in this Agreement or under the prevailing laws to terminate this Agreement, in the event of any breach of the terms of this Agreement by the Allottees, the Promoters may, at their option, choose to terminate this Agreement, provided that, in such case, the Promoters shall issue a "**Notice of Cancellation**" in writing to the Allottees, by email, to the e-mail address provided by the Allottees in the SToS, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement, giving the Allottees **15** (fifteen) calendar days to rectify the breach. If the Allottees fail to rectify the breach or breaches mentioned by the Promoters within the notice period of **15** days, then at the end of such notice period, unless the Promoters withdraw the Notice of Cancellation through another email, this Agreement shall be treated as cancelled and all rights of the Allottees to the Unit shall stand forfeited.

#### **c. Housing Loans**

In case of termination, if the Allottees have taken a housing loan facility from any financial institution or bank, then in such case, after the Allottees have signed the Deed of Cancellation, based on the terms of such loan, the amounts that the Allottees would be entitled to, shall be handed over to the financial institution or the bank, and against receipt of such amount, the financial institution or bank shall forthwith issue a "no dues certificate" in favour of the Promoters and hand over, to the Promoters, the original of this Agreement that may have been deposited by the Allottees.

#### **d. Taxes**

In case of termination, the amounts paid by the Allottees to the Promoters towards applicable taxes including without limitation GST, TDS etc. shall be refundable only in the event the same is refunded by the concerned government authority and immediately after such refund from the government is actually made to the Promoters.

### **14 Intellectual Property, Filming and Non-Solicitation**

#### **14.01 Copyright and Intellectual Property**

The copyright for the design of the Residential Development as well as the interiors of the Unit shall remain with the Architects appointed by the Promoters. Further, the Brand / Logo / Trademark and related Intellectual Property in the Residential Development, as well as the name of the Residential Development, shall remain the property of the Promoters.

#### **14.02 Filming Rights**

The Promoters shall have the exclusive right to photograph or film the Residential Development as well as the interiors of the Unit at any time without causing disturbance / nuisance to the residents of the Residential Development and the residents shall not unreasonably prevent the Promoters or their agents from doing so. The Promoters shall also have the right to use such photographs, videos and films for commercial purposes such as advertisements, cinema etc. and all revenues, if any, from the same, shall accrue to the account of the Promoters.

#### **14.03 Non-Solicitation**

Unless otherwise agreed by the Promoters in writing, the Allottees agree not to hire or to solicit the employment of, or to get any work done through any personnel, employee or contractor of the Promoters either directly or indirectly during the term of this Agreement and for a period of **03** (three) years thereafter. In the event of breach of this clause, the Allottees agree to pay to the Promoters a sum equivalent to the last drawn **12** (Twelve) months' salary/compensation CTC (Cost to Company) as paid by the Promoters to the concerned personnel, employee or contractor subject to a minimum amount of INR **10,00,000** (Rupees Ten Lakhs only) as liquidated damages. The Allottees agree that this amount is reasonable compensation payable to the Promoters on account of breach by the Allottees and does not amount to penalty.

### **15 Other Terms**

#### **15.01 Particulars of Allottees**

The Allottees shall be responsible for providing their accurate and valid identification details and contact information to the Promoters along with relevant supporting documents and to keep the same updated. The

Allottees shall within 15 (fifteen) days of any change in their particulars, issue written notice to the Promoters intimating such change along with authenticated copies of supporting documents.

#### **15.02 Joint Allottees**

In case of two or more individuals or entities jointly executing this Agreement as the Allottees, hereinafter referred to as "**Joint Allottees**", all payments received by the Promoters shall be deemed to have been received on behalf of all such individuals or entities in equal proportion, unless specifically agreed otherwise in writing by the Parties. In case of any refund to be made to the Allottees under the terms of this Agreement, the Promoters shall refund the entire applicable amount in equal proportion to each of the Joint Allottees, unless specifically agreed otherwise in writing by the Parties.

#### **15.03 Change of Allottees**

In the event of death of an Allottee, the Promoters shall execute the Sale Deed in favour of his/her legal heirs on production of authenticated copies of supporting documents. In case an individual allottee proposes to include a blood relation as Joint Allottee or Joint Allottees propose to exclude an individual as Allottees in execution of the Sale Deed, the Promoters may, at their discretion, permit the same on receipt of authenticated copies of supporting documents and applicable no-objection certificates from the Allottees.

#### **15.04 NRI, PIO, Foreign Nationals**

In case all or any of the Allottees is a non-resident / foreign national / person of Indian origin governed by the provisions of the Foreign Exchange Management Act, 1999 and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of such Allottee/s to obtain all necessary permissions, approvals, sanctions etc. as may be required from the governmental authorities and comply at all times with all provisions including but not limited to the remittances from foreign country(ies) to be made to the Promoters. The Allottees shall be required to provide and deliver to the Promoters all such permissions, approvals, sanctions, documents etc. as may be asked for by the Promoters or as are required under the applicable laws, along with the following details:

- a) Beneficiary's Name
- b) Beneficiary's Account Number
- c) Bank Name
- d) Branch Name
- e) Bank Address
- f) Swift Code

The Promoters shall not be liable or responsible for any default or negligence on the part of the Allottees in this regard and the Allottees agree to keep the Promoters fully indemnified at all times for any loss, cost, harm or injury caused to them for any reason whatsoever in this regard.

#### **15.05 No Waiver**

The Parties hereto agree that in the event of there being any delay or indulgence shown by either Party to the other, with regard to their obligations, and to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance, and any such indulgence or forbearance shall not be deemed as a waiver of the rights of such Party and the Parties shall be entitled to enforce all their rights without prejudice to such indulgence or tolerance shown.

#### **15.06 Promoters' right to raise finance**

The Allottees hereby agree and confirm that they have no objection to: (a) the Promoters' right to create any mortgage / further mortgage / charge / hypothecation in respect of the Schedule Properties for the purpose of securing loans already taken or those which may be taken in future for the purpose of construction of the Project; (b) payment of consideration in favour of such mortgagee as may be intimated by the Promoters in writing; (c) any future change in the shareholding pattern or composition of the board of directors of the Promoters on account of such mortgage; (d) any enforcement action taken by the mortgagee pursuant to their security interest.

#### **15.07 Entire Agreement**

The Parties acknowledge that this Agreement along with its Annexures, constitutes the entire agreement between the Parties and supersedes any and all other written or oral negotiations, understandings or agreements among the Parties with respect to the rights and obligations assumed herein.

#### **15.08 Changes /Modifications**

No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both Parties, except for changes with respect to customisation and improvements as provided under clause 9 of the GToS. All the drawings and cost sheets and agreed revised timelines and ICSA once signed, shall automatically be deemed to be a part of this Agreement.

#### **15.09 Severance**

The Allottees shall not be entitled to claim or demand any severance of separate performance of any individual term or provision of this Agreement.

#### **15.10 Custody**

This Agreement is being prepared in duplicate with the Promoters and the Allottees retaining 1 (one) copy each.

#### **15.11 Communication and Notices**

All letters, receipts, or notices issued by either Party dispatched through email or under certificate of posting to the address of the other Party as provided in the SToS of this Agreement shall be sufficient proof of service thereof and each Party hereby agrees to effectually discharge the other from the obligations to issue any further notice. In case of a change of address, such Party shall inform the other in writing and only on receipt of a written confirmation from the other Party shall such new address be accepted as the agreed address for communication.

The Promoters shall not be held responsible for any communication regarding the Project that is not from an official Total Environment email ID ([abc@total-environment.com](mailto:abc@total-environment.com)).

#### **15.12 Meeting timings and location**

##### **a.**

Any meetings with any of the representatives of the Promoters, including meetings for discussions on customisation of the Unit, shall be possible only during working hours on working days and no meetings shall be entertained after office hours or on weekends or other holidays.

##### **b.**

All meetings shall be held in the offices of the Promoters or at the Project site. No meetings shall be entertained at the home or office of the Allottees or at any other location.

#### **15.13 Nature of relationship**

The relationship between the Promoters and the Allottees established by this Agreement is that of independent parties and nothing in this Agreement shall be construed to give either Party the right or power to direct or control the activities of the other Party or to constitute the Parties as employer and employee, joint ventures, co-owners or otherwise as participants in a joint undertaking or to allow either Party to create or assume any obligations or liabilities on behalf of the other Party for any purpose whatsoever or to represent to any person, firm or entity that such Party has any right or power to enter into any binding obligation or liability on the other Party's behalf, except as specifically agreed herein.

#### **15.14 Arbitration and Jurisdiction**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF, the Parties hereto have signed these presents on the day and year above written.

## SCHEDULE "A" PROPERTY | Master Development Land

All that piece and parcel of lands situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, all together admeasuring a total extent of approximately **120** Acres (One Hundred and Twenty Acres).

## SCHEDULE "B" PROPERTY | Master Development

A Mixed-Use Project called **In that Quiet Earth** comprising of residential apartments and villas with amenities and commercial development, proposed to be constructed in various phases on the Master Development Land. The total FSI potential of the Master Development is approximately **15** million square feet.

## SCHEDULE "C" PROPERTY | Residential Land

A portion of the Master Development Land is proposed to be developed as Residential Land. The lands to be demarcated towards commercial or any other type of development and any lands which may be relinquished from the Master Development Land shall not form a part of the Residential Land.

## SCHEDULE "D" PROPERTY | Residential Development

A Project called **In that Quiet Earth** with residential apartments and villas with amenities proposed to be constructed in various phases on the Residential Land.

## SCHEDULE "E" PROPERTY | Project Land

A portion of the Residential Land measuring a total extent of **14** Acres **28** Guntas (Fourteen Acres Twenty-Eight Guntas) and **04** Guntas Kharab (Four Guntas Kharab) being a site area of **59,892.92** square metres and **404.68** square metres kharab land described herein and demarcated in the Site Plan is proposed to be developed as the Project Land for Phase-01.

The Promoters have secured approval for development of the Project Land out of which (a) an extent of **2,974.41** square metres has been relinquished towards civic amenities area, and (b) an extent of **5,948.83** square metres has been relinquished towards park areas. Accordingly, the balance extent of **56,513.83** square metres is being developed as Phase-01.

### Phase-01 lands

All that piece and parcel of lands described in **Item nos. 1 to 27** below, measuring a total extent of **14** Acres **28** Guntas (Fourteen Acres Twenty-Eight Guntas) and **04** Guntas Kharab (Four Guntas Kharab) situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk (formerly Hoskote Taluk), Bangalore.

#### Item no. 1

All that piece and parcel of land measuring **13** Guntas (Thirteen Guntas) in Survey no. **54/1**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **54/8**

West by : Property bearing Survey no. **53**

North by : Property bearing Survey no. **56**

South by : Property bearing Survey no. **54/7**

#### Item no. 2

All that piece and parcel of land measuring **12** Guntas (Twelve Guntas) in Survey no. **54/2**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **54/4**

West by : Property bearing Survey no. **53**

North by : Property bearing Survey no. **54/7**

South by : Property bearing Survey no. 54/3

**Item no. 3**

All that piece and parcel of land measuring 14 Guntas (Fourteen Guntas) in Survey no. 54/3, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. 54/4

West by : Property bearing Survey no. 53

North by : Property bearing Survey no. 54/2

South by : Canal

**Item no. 4**

All that piece and parcel of land measuring 22 Guntas (Twenty-Two Guntas) in Survey no. 54/4, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. 54/6

West by : Property bearing Survey nos. 54/2 and 54/3

North by : Property bearing Survey no. 54/8

South by : Canal

**Item no. 5**

All that piece and parcel of land measuring 4-1/2 Guntas (Four and a Half Guntas) in Survey no. 54/5, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. 67

West by : Property bearing Survey no. 54/6

North by : Property bearing Survey no. 54/9

South by : Canal and Survey no. 76

**Item no. 6**

All that piece and parcel of land measuring 23 Guntas (Twenty-Three Guntas) in Survey no. 54/6, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. 54/5

West by : Property bearing Survey no. 54/4

North by : Property bearing Survey no. 55

South by : Canal

**Item no. 7**

All that piece and parcel of land measuring 06 Guntas (Six Guntas) in Survey no. 54/7, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. 54/8

West by : Property bearing Survey no. 53

North by : Property bearing Survey no. 54/1

South by : Property bearing Survey no. 54/2

**Item no. 8**

All that piece and parcel of land measuring 20 Guntas (Twenty Guntas) in Survey no. 54/8, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. 54/6

West by : Property bearing Survey nos. 54/1 and 54/7

North by : Property bearing Survey nos. 55 and 56

South by : Property bearing Survey no. 54/4

**Item no. 9**

All that piece and parcel of land measuring 7-1/2 Guntas (Seven and a Half Guntas) in Survey no. 54/9, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey nos. 65(P), 66/1 and 66/3

West by : Property bearing Survey no. 54/6

North by : Property bearing Survey no. 54/10

South by : Property bearing Survey no. 54/5

**Item no. 10**

All that piece and parcel of land measuring **04** Guntas (Four Guntas) in Survey no. **54/10**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **65**  
West by : Property bearing Survey no. **54/6**  
North by : Property bearing Survey no. **54/11**  
South by : Property bearing Survey no. **54/9**

**Item no. 11**

All that piece and parcel of land measuring **07** Guntas (Seven Guntas) in Survey no. **54/11**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **65**  
West by : Property bearing Survey no. **54/6**  
North by : Property bearing Survey no. **55**  
South by : Property bearing Survey no. **54/10**

**Item no. 12**

All that piece and parcel of land measuring **17** Guntas (Seventeen Guntas) in Survey no. **55**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Remaining portion of Survey no. **55**  
West by : Property bearing Survey no. **56**  
North by : Property bearing Survey no. **59**  
South by : Property bearing Survey no. **54**

**Item no. 13**

All that piece and parcel of land measuring **06** Guntas (Six Guntas) in Survey no. **55**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **65**  
West by : Remaining portion of Survey no. **55**  
North by : Remaining portion of Survey no. **55**  
South by : Property bearing Survey no. **54**

**Item no. 14**

All that piece and parcel of land measuring **12** Guntas (Twelve Guntas) in Survey no. **55**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **65**  
West by : Remaining portion of Survey no. **55**  
North by : Property bearing Survey no. **59**  
South by : Remaining portion of Survey no. **55**

**Item no. 15**

All that piece and parcel of land measuring **01** Acre (One Acre) in Survey no. **56**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **55**  
West by : Property bearing Survey no. **53**  
North by : Remaining portion of Survey no. **56**  
South by : Property bearing Survey no. **54**

**Item no. 16**

All that piece and parcel of land measuring **01** Acre and **01** Gunta (One Acre and One Gunta) in Survey no. **56**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **59/4**  
West by : Property bearing Survey no. **53**  
North by : Remaining portion of Survey no. **56**  
South by : Remaining portion of Survey no. **56**

**Item no. 17**

All that piece and parcel of land measuring **01** Acre and **24** Guntas (One Acre and Twenty-Four Guntas) in Survey no. **56**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on

the:

East by : Property bearing Survey no. **59**  
West by : Property bearing Survey nos. **49** and **53**  
North by : Remaining portion of Survey no. **56**  
South by : Remaining portion of Survey no. **56**

**Item no. 18**

All that piece and parcel of land measuring **01** Acre (One Acre) in Survey no. **56**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey nos. **59(P)** and **55(P)**  
West by : Property bearing Survey no. **53**  
North by : Remaining portion of Survey no. **56**  
South by : Remaining portion of Survey no. **56**

**Item no. 19**

All that piece and parcel of land measuring **01** Acre **02** Guntas (One Acre Two Guntas) and **04** Guntas Kharab (Four Guntas Kharab) in Survey no. **68**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **69**  
West by : Property bearing Survey no. **76**  
North by : Property bearing Survey no. **67**  
South by : Property bearing Survey no. **69**

**Item no. 20**

All that piece and parcel of land measuring **08** Guntas (Eight Guntas) in Survey no. **69/1**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **69/2**  
West by : Property bearing Survey no. **76**  
North by : Property bearing Survey no. **68**  
South by : Property bearing Survey no. **75**

**Item no. 21**

All that piece and parcel of land measuring **01** Acre **14-1/2** Guntas (One Acre Fourteen and a Half Guntas) in Survey no. **69/2**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey nos. **70, 72** and **73**  
West by : Property bearing Survey nos. **68, 69/1** and **75**  
North by : Property bearing Survey nos. **67** and **68**  
South by : Remaining portion of Survey no. **69/2**

**Item no. 22**

All that piece and parcel of land measuring **14-1/2** Guntas (Fourteen and a Half Guntas) in Survey no. **69/2**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **73**  
West by : Remaining portion of Survey no. **69/2**  
North by : Remaining portion of Survey no. **69/2**  
South by : Property bearing Survey no. **74**

**Item no. 23**

All that piece and parcel of land measuring **14** Guntas (Fourteen Guntas) in Survey no. **74/3**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **73**  
West by : Remaining portion of Survey no. **74/3**  
North by : Property bearing Survey no. **69**  
South by : Road

**Item no. 24**

All that piece and parcel of land measuring **20** Guntas (Twenty Guntas) in Survey no. **76**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey nos. **68, 69** and **75**  
West by : Property bearing Survey no. **86**  
North by : Canal  
South by : Remaining portion of Survey no. **76**

**Item no. 25**

All that piece and parcel of land measuring **10** Guntas (Ten Guntas) in Survey no. **86/2**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **76**  
West by : Property bearing Survey no. **86/4**  
North by : Remaining portion of Survey no. **86/2**  
South by : Remaining portion of Survey no. **86/2**

**Item no. 26**

All that piece and parcel of land measuring **10** Guntas (Ten Guntas) in Survey no. **86/2**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Property bearing Survey no. **76**  
West by : Property bearing Survey nos. **85** and **86/4**  
North by : Remaining portion of Survey no. **86/2**  
South by : Property bearing Survey nos. **76/1** and **85**

**Item no. 27**

All that piece and parcel of land measuring **01** Acre **22** Guntas (One Acre Twenty-Two Guntas) in Survey no. **86/2**, situated at Bileshivale Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, bounded on the:

East by : Road and property bearing Survey no. **76**  
West by : Property bearing Survey nos. **86/4, 88** and **87**  
North by : Canal  
South by : Remaining portion of Survey no. **86/2**

## Site Plan

N



## Allottees

## **Annotations**

## In That Quiet Earth Phase 1

## Promoters

page 38 of total pages 89

## SCHEDULE "F" PROPERTY | Project

The Promoters are currently developing **04** towers with **02** basements and **39** residential levels comprising of **784** residential apartments on the Project Land, of which the **Project** consists of **02** basements and **26** residential levels comprising **504** apartments which are currently sanctioned by the authorities.

The Project includes Amenities such as Gym, Library and Multi Purpose Hall.

The Promoters intend to build the additional **13** residential levels (floors) on these buildings in subsequent phases, on securing approvals for the same.

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**Annexure 01 – Title**

[To be inserted for each Project]

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**Allottees**

Agreement for Sale

**In That Quiet Earth Phase 1**

**Promoters**

page 40 of total pages 89

## Annexure 02 – Approvals

The list of approvals for the Project are as follows:

<b>S. no.</b>	<b>Approval</b>	<b>Authority</b>	<b>Approval no.</b>	<b>Date</b>
1.	Registration under RERA	Real Estate Development Authority (RERA)		
2.	Layout Plan Sanction	Bangalore Development Authority (BDA)	BDA/CDC/DLP-13/2015-16/1094	31.08.2017
3.	Building Plan Sanction	Bruhat Bengaluru Mahanagara Palike (BBMP)	BBMP/Addl.Dir/JD North/LP/0105/17-18	15.11.2017
4.	For building height	Airports Authority of India (AAI)/ HAL Bangalore Airport	AAI/BIA/ATM/NOC/JAKK/SOUTH/B/o61014/41108/1166-70	23.07.2014
5.	Electricity	Bangalore Electricity Supply Company Limited (BESCOM)	CE(V)/BMAZ/AE/SKE-4/K-115/15-16 5364-67	24.11.2016
6.	Water	Bangalore Water Supply and Sewage Board (BWSSB)	BWSSB/EE CMC-II/AEEMC-II-I/PB/619/2015-16	13.08.2015
7.	Fire NOC	Karnataka State Fire and Emergency Services Department	GBC (1) 430/2015	01.01.2016
8.	Consent For Establishment (CFE)	Karnataka State Pollution Control Board (KSPCB)	PCB//MDP/2015/17063	11.03.2016
9.	Environmental Clearance Compliance Report	State Level Environment Impact Assessment Authority (SEIAA)	SEIAA 142 CON 2015	18.12.2015

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## Annexure 03

### **INTERIOR CUSTOMISATION SUPPLEMENTARY AGREEMENT (ICSA) [Format]**

**1034 | IN THAT QUIET EARTH Phase 01**

Privileged and Confidential

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#### **Allottees**

Agreement for Sale

**In That Quiet Earth Phase 1**

#### **Promoters**

page 42 of total pages 89

## **CONTENTS**

<b>A.</b>	<b>PREAMBLE</b>
<b>B.</b>	<b>SPECIFIC TERMS OF CUSTOMISATION (SToC)</b>
1.01	Customisation Fee
1.02	Customisation Charges
1.03	Revised Virtual Completion Date
<b>C.</b>	<b>GENERAL TERMS OF CUSTOMISATION (GToC)</b>
2.01	Estimate of Customisation Charges
2.02	Taxes
2.03	Payment Schedule
2.04	Cost Escalation
2.05	Construction and Specifications
2.06	Checking of Drawings
2.07	Supplementary Agreement
2.08	Entire Agreement

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[To be franked with INR 200]

## A PREAMBLE

This INTERIOR CUSTOMISATION SUPPLEMENTARY AGREEMENT [the **ICSA** or **Agreement**] is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ (\_\_\_\_\_.\_\_\_\_\_.20\_\_\_\_\_) at Bangalore and is supplementary to the Agreement for Sale (hereinafter referred to as the **AfS**) executed between the Parties hereto, being the **Allottees** and the **Promoters** as defined in the AfS.

### For customisation and improvement of

The residential Unit more fully described in the Agreement for Sale.

### WHEREAS

0.01

As per the terms of the AfS executed between the Parties, the Allottees agreed to purchase the Unit on standard default specifications and design without any changes whatsoever, to be completed by the Virtual Completion Date mentioned in the AfS.

0.02

The Allottees have now chosen to customise their Unit through the customisation options available and have agreed to the estimated customisation charges and Revised Virtual Completion Date as indicated in the Specific Terms of Customisation (SToC) herein.

**NOW THEREFORE** in pursuance of the foregoing and in consideration of the Allottees paying the Customisation Charges and all other outgoings as provided in the Specific Terms of Customisation below, the Promoters agree to customise the Unit in terms of this Agreement.

## B SPECIFIC TERMS OF CUSTOMISATION (SToC)

### 1.01 Customisation Fees

As per the terms of the AfS executed between the Parties, the Allottees have chosen to avail customisation and are required to pay a Customisation Fee of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

### 1.02 Customisation Charges

Based on the customisation options chosen by the Allottees, the Promoters have agreed to customise the

Allottees' Unit, for an estimated Customisation Charges of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The estimated Customisation Charges are exclusive of all taxes and breakup for the same is provided in the table below.

<b>ESTIMATE OF CUSTOMISATION CHARGES</b>		Total [INR]
1	Concrete	-
2	Reinforcement Steel	-
3	Masonry and Plaster	-
4	Waterproofing	-
5	Fenestration	-
6	Flooring   Dado   Paviour	-
7	False Ceiling	-
8	Steel Fabrication	-
9	Specialized Fabrication [Metal   Glass   Wood] – Glass Deck   Railings	-
10	Painting	-
11	Electrical	-
12	Power quality and Back-Up	-
13	Water Supply	-
14	Sanitary Fixtures and Fittings	-
15	HVAC	-
16	Reticulated Gas	-
17	Central Vacuum	-
18	Vertical Transportation	-
19	Furniture   Paneling	-
20	Kitchen and Kitchen Appliances	-
21	Smart Home	-
22	Light fixtures	-
23	Landsaping   Waterbodies   Water Features   Aquariums	-
24	Specialized Works	-
25	Deductions for any items already included in agreed specs	-
26	Vouchers   Credits	-
27	Charges for Change Request	-

### 1.03 Revised Virtual Completion Date

On the basis of the extent of customisation chosen by the Allottees, the Promoters propose and the Allottees agree that the Virtual Completion Date agreed between the parties in the AfS shall now be modified to the Revised Virtual Completion Date of \_\_\_\_\_.\_\_\_\_\_.20\_\_\_.

## C GENERAL TERMS OF CUSTOMISATION (GToC)

### 2.01 Estimate of Customisation Charges

The Allottees agree that the Customisation Charges shown in the SToC are only an estimate and that there could be errors or items that may have been missed, in which case, a revised estimate shall be provided by the Promoters. The Allottees agree to pay such difference, if any.

### 2.02 Taxes

Taxes, as applicable, shall be payable in addition to the Customisation Charges shown in the SToC.

### 2.03 Payment Schedule

The Allottees assure the Promoters that all the Customisation Charges due to the Promoter as per the SToC

shall be paid within 30 (Thirty) calendar days from the date of signing this Interior Customisation Supplementary Agreement.

#### **2.04 Cost Escalation**

The Allottees understand that failure to make this payment within 30 days will expose the Allottees to the risk of cost escalation due to increase in the costs of material or labour. In the event of such escalations, a revised estimate shall be provided by the Promoters. The Allottees agree to pay the difference, if any.

#### **2.05 Construction and Specifications**

The Promoters shall carry out and supervise the construction of the Unit as per the Drawings and Specifications provided in **Appendix-I** and **Appendix-II** respectively, of this Interior Customisation Supplementary Agreement.

#### **2.06 Checking of Drawings**

The Allottees hereby confirm that they have read through and verified all the drawings and specifications appended hereto before signing them and confirm that these documents represent the Allottees customisation requirements for the Unit.

#### **2.07 Supplementary Agreement**

This Supplementary Agreement is being signed subsequent to the AfS and shall at all times be read in consonance therewith. The Parties hereby acknowledge, confirm and agree that apart from this Agreement there are no other changes effected to the AfS and the same continues to be in force and binding on the Parties.

#### **2.08 Entire Agreement**

This Agreement shall be read as part and parcel of the Agreement for Sale and constitutes the entire agreement between the Parties. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to the Agreement for Sale and is signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have signed these presents on the day and year above written.

Allottees	Promoters
Signature <b>Witness 01</b> (Name and Address)	Signature <b>Witness 02</b> (Name and Address)

## Appendix I : DRAWINGS

[To be inserted]

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### Allotees

Agreement for Sale

In That Quiet Earth Phase 1

### Promoters

page 47 of total pages 89

## Appendix II : **SPECIFICATIONS**

[To be inserted]

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## Annexure 04 – Maintenance Services

### 1 Scope

The scope of maintenance services shall include the operation and management of the common areas of the Project by the "**Property Managers**", appointed by the Promoters, including housekeeping, landscaping, security services, diesel for the generator, AMC's for the equipment in the common areas, waste management and the maintenance of the clubhouse and amenities such as swimming pool and gym, if any, all only for the common areas. The scope shall NOT include any maintenance for individual home units, and does NOT include the cost of any utilities such as electricity, diesel for power backup, water or gas to individual homes.

All costs for works relating to the Unit for either regular maintenance, landscaping, repairs or new works, shall be paid for in full by the Allottees in advance, based on a schedule of charges or an estimate provided by the Property Managers. In case some items require to be replaced, the Property Managers will inspect the Unit and provide a list of such items/ parts inside the Unit, which are required to be replaced. The Allottees or the Tenants of the Unit shall procure the required equipment at their cost and intimate the Property Managers accordingly, who shall then carry out the requisite repairs.

#### 1.01 Security

24-hours security shall be provided, either directly or through a third party service provider. The Property Managers shall only facilitate the hiring of a reputed security agency ("**Security Agency**") and shall not be liable for any financial / criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime / mishap that may occur due to any security lapses / failure / shortcoming of the Security Agency. The Property Managers shall facilitate the conduct of any enquiry by the Security Agency in this regard and shall follow up with the same. The security services shall include:

##### a. Surveillance

24-hour surveillance in two/three shifts, providing safety and security to the Project.

##### b. Visitor access control

Regulating access to visitors and maintaining visitors' register.

#### 1.02 Utilities

##### a. Power

Providing all necessary support in case of power failure. Co-ordinating with the Power Supply Board / Company to ensure that Power supply is returned at the earliest.

##### b. Power Back-up

Daily check to ensure that there is sufficient diesel stock for the generator/s and replenishing it as and when consumed. Regular checks to ensure that generator batteries are adequately charged. Assisting in the operation of the generator as and when required. Ensuring checks at regular intervals and replenishing lubricants, etc. Ensuring that an Annual Maintenance Contract is executed with the manufacturer or qualified company for the proper maintenance and upkeep of all the back-up and power equipment.

##### c. Water Supply

Ensuring that there is adequate supply of water **24/7** by ensuring that water is pumped up to the overhead tanks every morning and evening, subject to availability of water supply. Ensuring that an Annual Maintenance Contract is executed with the manufacturer or with a qualified company for the proper maintenance and upkeep of the Water Treatment Plant [**WTP**] and/or Softener plant/s where applicable.

##### d. Sewage Disposal

Where applicable, managing the running and maintenance of the Sewage Treatment Plant [**STP**]. Ensuring that an Annual Maintenance Contract is executed with the manufacturer or with a qualified company for the proper maintenance and upkeep of the STP.

##### e. Maximum Rates for Utilities

During the 3 year maintenance period, the costs of utilities for the common areas in the Project shall be borne by the Promoters only if they do not exceed the following:

- i. Electricity – INR 14 per kilowatt hour
- ii. Water Supply from Municipal Corporation – INR 80 per cubic meter
- iii. Water Supply from Private Sources – INR 140 per cubic meter

iv. Diesel – INR 100 per Litre

v. Diesel for upto a maximum of 30 hours per week in case of extended power cuts

In case the cost of the respective Utilities goes beyond the rates and quantities mentioned above, the additional cost shall be reimbursed immediately by the Allotees within the one month of the invoice being raised for the same by the Property Managers.

### **1.03 Housekeeping**

#### **a. Garbage clearance**

Daily garbage clearance from the Unit and from the building. Maintaining and cleaning trash storage areas. Making adequate arrangements for the disposal of refuse.

#### **b. General Cleanliness and Upkeep**

Daily sweeping and mopping, regular clearing of cobwebs and cleaning walls, floors and ceilings of the driveways, entrances, pump rooms common store rooms (not assigned to individual Unit Owners), management office room, staircase, corridors, lifts, lobbies and basement.

#### **c. Common Terrace**

Cleaning and ensuring proper water drainage.

#### **d. Common toilet/s**

Daily cleaning of common toilets – walls, floors and sanitary fixtures.

#### **e. Consumables for common areas**

Providing consumables (cleaning agents, trash bags, light bulbs etc.) for common areas.

#### **f. Cleaning of water reservoirs**

Cleaning of overhead tanks and underground drinking water sump tanks once in 03 (three) months and refilling the same.

#### **g. Landscaping**

Maintenance and upkeep of the landscaping in the common areas only, including daily watering and periodic soil aeration; providing manure and mowing as and when required.

#### **h. Elevators**

Ensuring proper maintenance and smooth running of all the lifts in the Project, ensuring general cleanliness of the lifts. Ensuring that an Annual Maintenance Contract is executed with the manufacturer or qualified company for the proper maintenance of all the elevators.

#### **i. Common area lighting**

Maintenance and upkeep of all lighting in the common areas.

### **1.04 Health Club**

#### **a. Swimming Pool**

Proper maintenance of the swimming pool if present, ensuring good clean water at all times, including periodic checks of poolside tiles and filters. Providing consumables (chlorine etc.) for the same.

#### **b. Gym**

Overall upkeep and working of the space and gym equipment if applicable.

#### **c. Multi-purpose hall**

Ensuring overall upkeep and management of the multi-purpose hall if applicable.

## **2 Service Levels**

Complaints or Requests logged in by the Allotees or their tenants would be attended by prioritizing them as follows:

#### **a. Emergency [Immediate action]:**

- i. Fire
- ii. Gas leak
- iii. Dangerous or potentially dangerous electrical fault
- iv. Passenger trapped in elevator

#### **b. Critical [Action within 180 minutes]:**

- i. Power Failure, Electrical Tripping
- ii. Water Failure – no water available in faucets, Water Pipe Burst, Clogging of sink or sanitary fixture
- iii. Blocked sewerage, toilets, soil lines

- iv. Lift failure
- v. Lock malfunction - person locked inside room

**c. Housekeeping and General Upkeep** [Action within 24 hours]:

- i. Blocked storm water drains.
- ii. Leaks, dripping faucets, leaking external pipes, broken or faulty cistern
- iii. Doors and Windows - Broken doors, glass, locks, door handles, Door jammed
- iv. Pest problems.
- v. Electrical faults (non-dangerous), replacement of bulbs,

**d. Job-work** [Timelines and Costs to be estimated by Property Management Team based on Scope]:

- i. Civil works.
- ii. Metal fabrication.
- iii. Doors and Windows
- iv. Furniture and Furnishings
- v. Housekeeping - overhaul package, spring cleaning package
- vi. Landscaping.
- vii. Painting and Polishing
- viii. Plumbing and Sanitary
- ix. Electrical and Lighting

### 3 Maintenance Office

The Allottees agree that a furnished management office shall be provided free of rent for use by the Property Managers and such other office space as may be required in the performance of their duties hereunder. The Allottees shall ensure that the same is carried forward into the Association rules.

### 4 Responsibilities of the Allottees and the Association

#### 4.01 Payment of Utilities

The Allottees confirm that they alone shall be responsible for payments towards utilities as per actual consumption even if the Unit is unoccupied or given on lease/rent.

#### 4.02 Payments to Property Managers

**a.**

All payments to the Property Managers shall be made by the Allottees only through crossed local cheque or demand draft or banker's cheque payable at par or through RTGS or wire transfer. In case any cheque issued by the Allottees is dishonoured or returned by the Banker of the Allottees on any ground or reason whatsoever then the Property Managers without prejudice to their right to seek redressal under the Negotiable Instruments Act, 1881 shall be entitled to recover from the Allottees an amount of INR 5,000 or such other charges as may be revised by the Property Managers from time to time along with the bill amount and Payment Delay Charges, as specified in this clause.

**b.**

No payments shall be made, under any circumstances, in cash, or directly to any employee, contractor or representative of the Property Managers. Payment by cash or direct payments to any employee, contractor or representative of the Property Managers or Promoters shall be considered a breach of contract.

#### 4.03 Dealings with the Property Management Team

The Allottees specifically undertake not to use or take the help of any member of the Property Management Team for any personal work such as washing cars, buying groceries etc. The Allottees shall at all times conduct their dealings with the Property Management Team in a respectful manner and not use any unparliamentarily language or conduct. The Property Managers reserve their right to withdraw services to a Customer who is found not to follow the above code in his dealings with the Property Management Team.

#### 4.04 Non Solicitation

Unless otherwise mutually agreed to by the Property Managers in writing, the Allottees agree not to hire or to solicit the employment of, or to get any work done, which does not fall in the scope of these Services, through any personnel, employee or contractor of the Property Managers either directly or indirectly during the

provision of these Services as per the AfS, or during the maintenance contract with the Association and for a period of **3** (three) years thereafter. In the event of breach of this clause, the Allottees agree to pay to the Property Managers, a sum equivalent to one year's (**12** months') salary CTC (Cost to Company) as paid to the said personnel, employee or contractor subject to a minimum amount of INR **600,000** (Rupees Six Lakhs only) as liquidated damages. The Allottees agree that this amount is reasonable compensation payable by to the Property Managers on account of breach by the Allottees and does not amount to penalty.

#### **4.05 Move-in and Move-Out Policy**

The Allottees or their tenants shall be responsible for providing written intimation to the Property Managers with **15** (Fifteen) days' prior notice about their moving-in or moving-out of the Unit and shall fill-in requisite forms and complete necessary formalities in this regard.

#### **4.06 Transfer of Unit by the Allottees**

In case the Allottees decide to sell and / or transfer the Unit, they shall give prior written intimation to the Property Managers of such transfer along with the names, address and other particulars of the new customers or assignee of the Unit. The Allottees shall also be obliged to pay all applicable charges / bills raised by Property Managers under this Agreement till the date of assignment and obtain a No Dues Certificate from the Property Managers in this regard. The Allottees shall stipulate in their agreement with the assignee that the transfer shall be subject to this Maintenance Agreement and upon the sale or transfer the assignee of the Unit shall step into the shoes of the Allottees who have executed this Agreement and all rights, duties and obligations of the Allottees under this Agreement shall stand transferred and assigned to the new customers who shall be bound and obliged to perform and discharge all obligations and duties of the Allottees and shall be entitled to all the rights of the Allottees as if the assignees are the Allottees under this Agreement. The Allottees shall provide to the Property Managers authenticated copies of the Sale Deed and Deed of Assignment within **15** (Fifteen) days from the date of execution of the documents.

#### **4.07 Particulars of Allottees**

The Allottees shall be responsible for providing their accurate and valid identification details and contact particulars to the Property Managers along with relevant supporting documents and to keep the same updated. The Allottees shall within **15** (Fifteen) days of any change in their particulars, issue written notice to the Property Managers intimating them of such change along with authenticated copies of supporting documents.

#### **4.08 Maintenance Checklist**

The Allottees must maintain their homes and all the equipment inside the homes as per the checklist provided in **Annexure-05**.

#### **4.09 New Maintenance Contract with the Association**

Before the expiry of **3** years from effective completion date of the first unit in the Project, the Association shall enter into a separate maintenance contract either with the Property Managers appointed by the Promoters for providing maintenance services for the common areas at a maintenance fee calculated to include (i) cost of material and service, (ii) **20%** of cost as Management Fee, and (iii) applicable taxes at prevailing rates, or with any other external property management company of their choice.

### **5 Liability**

#### **5.01 Property Managers**

The Property Managers and/or any of their representatives, employees, agents, etc. shall not be liable and/or responsible for any loss, damage, accident, death or destruction in or of the Unit / building / Project and/or any part/s thereof.

All liability for consequential damages is excluded. The Property Managers shall have no liability with respect to their obligations for provision of Maintenance Services or otherwise for consequential, exemplary, special, indirect, incidental or punitive damages, even if they have been advised of the possibility of such damages. In any event, the liability of the Property Managers to the Allottees for any reason and upon any cause of action or claim in contract, tort or otherwise with respect to the Maintenance Services shall be limited to a sum calculated at INR **10** (Rupees Ten Only) per square feet of the carpet area of the Unit. This limitation applies to all causes of action or claims in the aggregate, including without limitation, breach of contract, negligence,

strict liability, misrepresentation, claims for failure to exercise due care in the performance of Maintenance Services and other torts. Further, no cause of action, which accrued more than one (01) year prior to the filing of a suit alleging such cause of action, may be asserted by the Allotees against the Property Managers. Both parties understand and agree that the limitations and exclusions set forth herein represent the parties' agreement as to the allocation of risk between the parties in connection with the Property Managers' obligations for provision of Maintenance Services. The fees (if any) payable to the Property Managers reflect, and are set in reliance upon, the allocation of risk set forth herein and the exclusion of consequential damages and limitations of liability set forth herein.

#### **5.02 Third party service providers**

It is agreed between the parties that the Property Managers are entitled as per their discretion to organize provision of any and/or all services as specified herein through third-party service providers under separate agreements / arrangements to be entered into with them. The responsibility of the Property Managers will be limited only to the extent of supervision of the third-party service providers to the best of their ability subject to human failures and short comings, that the operation and functioning of the third-party service providers is in conformity with the agreements / arrangements entered into with them and to change any service provider if their performance is not satisfactory.

#### **5.03 Indemnification by the Allotees**

The Property Managers or their employees shall in no case be held responsible or liable for any fire or any kind of accident, hazard, electrical mishap, pollution or structural damage whatsoever. The Allotees agree to keep the Property Managers and their employees indemnified and harmless against any loss or damage that may be caused in this regard.

### **6 Nature of Relationship**

The relationship between the Property Managers and the Allotees by provision of these Services is that of independent contractors and nothing herein shall be construed to give either party the right or power to direct or control the activities of the other party or to constitute the parties as employer and employee, co-owners or otherwise as participants in a joint undertaking; or to allow either party to create or assume any obligations or liabilities on behalf of the other party for any purpose whatsoever or to represent to any person, firm or entity that such party has any right or power to enter into or binding obligation or liability on the other party's behalf.

## Annexure 05 – Maintenance Checklist

<b>1</b>	<b>Enter into Annual Maintenance Contracts</b>	
<b>a</b>	Air-conditioning System	12
<b>b</b>	Heat Pump	12
<b>c</b>	Pumps – storm water, pneumatic	12
<b>d</b>	Solar Water Heaters and Photo-voltaic cells	12
<b>e</b>	Internal Elevator	12
<b>f</b>	Central Vacuum System	12
<b>g</b>	Kitchen cabinetry and electro-domestic equipment	12
<b>h</b>	Water Bodies, including fountains and cascades	12
<b>i</b>	Plunge Pools	12
<b>j</b>	Aquarium	12
<b>k</b>	RO Units [Water Purifier]	12
<b>l</b>	Home Automation	12
<b>2</b>	<b>Wood Polish   Oil Staining   Buffing</b>	
<b>a</b>	Wood Doors, Windows, French Windows	24
<b>b</b>	Outdoor Wood Deck	6
<b>c</b>	Indoor Wood Floors	24
<b>d</b>	Wood Furniture, Cabinetry, railings, balustrades	48
<b>e</b>	Wood stairs – treads	12
<b>3</b>	<b>Painting</b>	
<b>a</b>	All metalwork	24
<b>b</b>	Internal walls & ceilings	36
<b>c</b>	External walls	36
<b>4</b>	<b>Floor &amp; Dado Polishing and Joint Filling</b>	
<b>a</b>	Natural Stone flooring – polishing	36
<b>b</b>	Tiles [Floor and Dado] – cleaning and joint filling [Internal & External]	36
<b>5</b>	<b>Cleaning, alignment - overall maintenance</b>	
<b>a</b>	Hardware + sliding channels	12
<b>b</b>	Faucets and floor traps	6
<b>c</b>	Shower Heads	1
<b>d</b>	Pumps – storm water, pneumatic	3
<b>e</b>	Pressure regulating valves	6
<b>f</b>	Pressure compensating regulators   washers	3
<b>6</b>	<b>Fire Safety</b>	
<b>a</b>	Fire extinguishers – refilling	12
<b>b</b>	Fire extinguishers – pressure testing and replacement if required	36
<b>c</b>	Sprinklers – cleaning and maintenance	6

Notes:

1. The value against each item indicates required frequency of the required action in months.
2. This list may include items that may not be applicable to the Unit. Such items may be ignored.
3. The Annual Maintenance Contracts (**AMCs**) in respect of the items above MUST be made out to reputed and qualified vendors only.

## Annexure 06 – SPECIAL POWER OF ATTORNEY

[To be engrossed with INR 200 stamp duty]

This **Special Power of Attorney** is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

BETWEEN

1. **[Name]**, [PAN: \_\_\_\_\_], born on \_\_\_\_\_.19\_\_\_\_, son/wife of Mr. \_\_\_\_\_, residing at \_\_\_\_\_,

2. **[Name]**, [PAN: \_\_\_\_\_], born on \_\_\_\_\_.19\_\_\_\_, son/wife of Mr. \_\_\_\_\_, residing at \_\_\_\_\_,

hereinafter referred to as the **Principals** (which expression shall unless repugnant to the context and/or meaning thereof be deemed to mean and include his/her/their legal heirs, representatives, administrators, executors and permitted assigns).

AND

**Total Environment Building Systems Private Limited** [PAN: **AABCT9452F**], a company registered under the Companies Act, 1956, having its office at "IMAGINE" no. 78, ITPL Road, EPIP Zone, Whitefield, Bangalore – 560 066, hereinafter referred to as the **Attorney** (which expression shall unless repugnant to the context and/or meaning thereof be deemed to mean and include the company, its subsidiaries, affiliates, companies/entities under the same management, legal/authorized representatives, administrators, successors-in-interest and assigns).

Whereas, the Principals have entered into an **Agreement for Sale** dated \_\_\_\_\_.20\_\_\_\_ ("AfS") for purchase of a Unit defined herein in the Project **[Name of project]** situated at Survey nos. \_\_\_, \_\_\_ and \_\_\_ in \_\_\_\_\_ Village, \_\_\_\_\_ Hobli, \_\_\_\_\_ Bangalore \_\_\_\_\_ Taluk, Bangalore admeasuring \_\_\_\_\_ square metres (\_\_\_\_\_ Acres \_\_\_\_\_ Guntas).

### Unit

**Unit:** 1031

**Specifications:** ORANGE

**Floor:** 02

**Level:** 03

**Built Up Area:** 2202 square feet

**Carpet Area:** 1649 square feet

**Outdoor Area:** 269 square feet

**Plot Area (Villas Only):**

**Car Parks:** 2 Regular Independent Car Parks

< Name >

**Principals**

Total Environment Building Systems Private Limited

**Attorney**

**Allotees**

Agreement for Sale

In That Quiet Earth Phase 1

**Promoters**

page 55 of total pages 89

**Whereas:**

**0.01**

Pursuant to getting possession of the Unit, the Principals have resolved to form a Home Owners Association and also intend to submit the same to the concerned authority for registration.

**0.02**

In order to effectively carry out the aforementioned acts with respect to the Unit, the Principals hereby appoint, nominate and constitute the Attorney as their lawful attorney to act on their behalf and inter-alia to do the following acts, deeds and things mentioned herein:

**1.01**

To sign all application forms, documents, bye-laws including declarations and affidavits, for the purpose of registration of the Home Owners Association with the appropriate authority and to present all/or any of such documents for registration, to admit execution before the sub-Registrars/registrar of association or any other competent authority under the relevant Act.

**1.02**

To do all acts, execute all deeds and such other things necessary, on our behalf, for completing the registration of the Home Owners Association in the manner required by law, and generally to do all other acts, deeds in connection with the same as the Attorney shall consider necessary.

**1.03**

The Principals hereby agree to ratify and confirm all and whatever other act or acts the Attorney has lawfully done or shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the registration of the Home Owners Association under and by virtue of this deed notwithstanding that an express power in that behalf is not provided herein.

IN WITNESS WHEREOF, the Parties hereto have signed these presents on the day and year above written.

Principals	Attorney
Signature <b>Witness o1</b> (Name and Address)	Signature <b>Witness o2</b> (Name and Address)

## Annexure 07 – DEED OF DECLARATION [Format]

This **Deed of Declaration** ("Deed") is made in ..... on this the \_\_\_\_ day of \_\_\_\_\_ (\_\_\_\_\_.\_\_\_\_\_.20\_\_\_\_)

By and Between

The Owners as enumerated in **Schedule-I** having undivided interest in the property described in Clause 2 herein, and hereinafter referred to as the "**Grantors**".

Whereas, the Grantors have appointed **M/s. Total Environment Building Systems Private Limited**, a Company registered under the Companies Act, 1956, and having its office at "IMAGINE" no. 78, ITPL Road, EPIP Zone, Whitefield, Bangalore – 560 066, hereinafter referred to as "**Attorney**" as their attorney to execute this deed and present it for registration and completion of necessary formalities after execution by them, and they hereby state:

### 1 Purpose

The purpose of this declaration is to submit the property hereinafter mentioned for registration as a Home Owners Association and to provide a basic framework amongst the co-owners to utilize the property for securing beneficial enjoyment of same by all the co-owners.

### 2 Land

The Grantors own the following freehold land situated at [\_\_\_\_\_ District] and more fully described as follows:

All that piece and parcel of property bearing Survey Nos. \_\_\_\_\_ measuring in all \_\_\_\_\_ square meters and bounded on the:

East by : \_\_\_\_\_

West by : \_\_\_\_\_

North by : \_\_\_\_\_

South by : \_\_\_\_\_

The aforesaid land has been acquired by the Grantors and they have undivided interest in the Residential Development Land under the terms of the documents as enumerated in **Schedule-I**.

### 3 Residential Development

The Promoters have constructed buildings on the parcel of land described above, with the Residential Development known as **[Name of Project]** according to the sanctioned plans hereto attached as **Schedule-II** which were approved by the \_\_\_\_\_ through \_\_\_\_\_ dated \_\_\_\_\_.\_\_\_\_\_.20\_\_\_\_.

The Municipal or ward number, street number and House Number are as follows: \_\_\_\_\_

The postal address is: \_\_\_\_\_

### 4 Residential Units

Residential units in the said building have been/will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each residential unit constituting a heritable and transferable immovable property within the meaning of any law for the time being in force (hereinafter referred to as a "**Residential Unit**") and also an undivided interest in the general and/or restricted common areas and facilities of the Residential Development as listed hereinafter in this Deed of Declaration necessary for their adequate use and enjoyment and hereinafter referred to as "**general and/or restricted common areas and facilities**" in accordance with the Act.

## 5 Built up Area

The aforesaid Residential Development has a total built area of \_\_\_\_\_ square meters.

## 6 Particulars of the Residential Development

This Residential Development being developed in phases \_\_\_\_\_ together shall be known as the [Name of Development] and that the existing Residential Units and common areas and facilities of the buildings are as more fully described in **Schedule-III** herein.

## 7 Owners

The right, title and interest of each owner of a Residential Unit in the general common areas and facilities, their proportionate share in the profits and common expenses in the said general common areas and facilities as well as their representation for voting purposes in the meeting of the Home Owners Association of [Name of Project] shall be in the proportion as specified in **Schedule-I (column H)**.

**a.**

The right, title and interest of each owner of a Residential Unit located on each of the ground and [\_\_\_\_\_] upper floors in the restricted common areas and facilities located in the respective floors, their proportionate share in the profit and common expenses in the said restricted common area and facilities as well as their representation for voting purpose with respect to the said restricted common areas and facilities in the meeting of the Home Owners Association of [Name of Project] shall be in proportion as mentioned in **column H** of the table in **Schedule-I**.

**b.**

The proportionate representation for voting purpose provided in this Clause may be limited in accordance with the provision of the Bye-laws attached hereto as **Schedule-IV**.

**c.**

The Residential Units and the percentage of undivided interest in the common areas and facilities appertaining to the Residential Unit are not encumbered in any manner whatsoever on the date of this declaration, except in the case of housing loans taken by the Grantors.

## 8 Bye Laws

The administration of the Residential Development consisting, as aforesaid, of the building/s and parcel of land described in the clauses 3, 4, 5 and 6 of this Deed, shall be in accordance with the provisions of this Deed and with the provisions of the Bye-laws which are made a part of this Deed and attached hereto as **Schedule-IV**.

## 9 Undivided Interest in the common and/or restricted areas and facilities

As appears above, a plan of Residential Unit Ownership is hereby constituted so that the Residential Units may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facility of the building with each Residential Unit owner having an exclusive and particular right, title and interest over his respective Residential Unit and in addition to the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

**a.**

That so long as the Grantors own one or more Residential Units, the Grantors shall be subject to the provisions of this Deed and terms of **Schedule-II** and **Schedule-IV** attached hereto and the Grantors, covenant to take no action which will adversely affect the rights of the Association of Residential Unit Owners with respect to assurances against latent defects in the building or their other rights assigned to the Association.

**b.**

The general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

## 10 Change of Undivided Interest

The percentage of undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with unanimous consent of all the Residential Unit owners.

## 11 Separation of Undivided Interest

The undivided interest in the general and/or restricted common areas and facilities shall not be separated from the Residential Unit to which it pertains and shall be deemed to be conveyed or encumbered with the Residential Unit even if interest is not expressly mentioned or described in the conveyance or other instrument.

## 12 Compliance

Each Residential Unit owner shall comply with the provisions of this Deed, the bye-laws, decisions and resolutions of the Association of Residential Unit Owners of its representative and failure to comply with any such provisions, decision or resolutions, shall be ground for an action to recover sums due, for damages, or for injunctive relief.

## 13 Revocation of Property from the Plan

The dedication of the property to the plan of Residential Unit Ownership herein shall not be revoked, the property removed from the plan of Residential Unit Ownership or any of the provisions herein amended unless all of the Residential Unit Owners unanimously agree to revocation or amendment or removal of the property from the plan by duly registered instruments. Provided however that except for this clause, any provision of this Declaration may be amended by a vote of at least 75% (seventy-five percent) in number and in interest of all Residential Unit owners cast at a meeting duly held in accordance with the provisions of the bye-laws (annexed as **Schedule-IV** hereto).

## 14 Contribution towards Common Expenses

No Residential Unit Owner of a Residential Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his Residential Unit. However, any new facilities costing over INR 5,00,000 (Rupees Five Lakhs only) or any revenue generating mechanisms shall require the approval of 2/3<sup>rd</sup> majority.

## 15 Charge on Residential Unit

All sums assessed by the Association, but unpaid towards the share of the common expenses chargeable to any Residential Unit, shall constitute a charge on such Residential Unit prior to all charges except only one (1) charge, if any, on the Residential Unit, for payment of Government or Municipal taxes or both and all sums unpaid on a first mortgage of the Residential Unit.

## 16 Present and Future Owners / Leasing

All present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the said Residential Units shall signify that the provisions of this Deed are accepted and ratified. The specific conditions applicable for leasing of premises and requirements in respect of tenants are specified in the **Sale and Lease Policy** annexed as **Schedule-V** hereto.

## 17 Repair of Substantial Damage

If the property subject to the plan of Residential Unit Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as may be decided by a 2/3<sup>rd</sup> majority of the owners.

## 18 Sale by Mortgagee

When a Residential Unit is sold or brought to sale by a mortgagee, then neither the mortgagee nor the purchaser who derives title to the Residential Unit at such sale, or his successors or assigns shall be liable for assessments by the association for sums which became due prior to the acquisition of title by such acquirer without prejudice to the right of the residential unit Owners Association to recover the same as provided by law and as a subsequent charge on the residential unit.

## 19 Voluntary Conveyance

In case of voluntary conveyance of a Residential Unit, the grantees of the Residential Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Residential Unit Owners against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantees right to recover from the grantor the amounts paid by the grantees therefore. However, any such grantees shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due to the Association and such grantees shall not be liable for, nor shall the Residential Unit conveyed be subject to a charge for, any unpaid assessments made by the Association of Residential Unit Owners against the grantor in excess of the amount specified therein.

## 20 Insurance

The structure of the said Building may be got insured under a common insurance policy by the Association against fire, earthquake, riots and civil commotion etc. Fire and Special Perils Policy on behalf of all the Residential Unit Owners and the cost thereof shall be payable by the Residential Unit Owners. Such common insurance policy shall not include contents inside the individual Residential Units which shall be the responsibility of the Residential Unit Owners and shall be insured by them at their own cost. The pro-rata share of cost of insuring the Building structure shall be recovered from the individual Residential Unit Owners who hereby agree to pay the same to the Association on demand.

## 21 Insurance Premiums

The insurance premium for any blanket insurance coverage shall be common expense to be paid by monthly assessments levied by the Association of Residential Unit Owners; and such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as and when such premiums become due.

## 22 Handing over of administration and management

Immediately after the Management Committee is elected, the Promoters shall hand over the administration and management of the building and all documents of title pertaining to the Project and the land, including without limitation, all statutory licenses, approvals, the sanctioned plans, floor plans of each Residential Unit, water and electricity/power sanctions from relevant authorities and deposit receipts, fire safety related documents and other instruments with respect to the Project, the land and the development thereon, to the Management Committee.

## 23 Stamp Duty

For the purpose of Stamp Duty and registration fees to be imposed on the registration of this Deed, the value of the project [Name of Project] is INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

\*\*\*\*\*

## **Schedule I : LIST OF OWNERS AND TITLE DOCUMENTS**

The following is the list of Owners of the land described in [Clause \_\_\_\_] herein being submitted under the [Karnataka Apartments Ownership Act, 1972] along with particulars of their title deeds, the Residential Unit/s allotted to them and their undivided interest in the building:

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>Sr.</b>	<b>Unit No.</b>	<b>Name of Owners</b>	<b>Title Deed</b>	<b>Power of Attorney</b>	<b>Carpet Area (sq. ft.)</b>	<b>Undivided Interest in Land (sq. ft.)</b>	<b>Undivided Interest in Land (Percentage)</b>
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

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## Schedule II : SANCTIONED PLANS

[To be inserted]

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### Allottees

Agreement for Sale

In That Quiet Earth Phase 1

### Promoters

page 62 of total pages 89

### **Schedule III : PARTICULARS OF BUILDING/S IN THE PROJECT**

The buildings constructed in the Project, description of types of individual units (with area), description of common areas and facilities in the Project.

[To be inserted]

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## Schedule IV : BYE-LAWS OF ASSOCIATION

### [NAME OF PROJECT] HOME OWNERS ASSOCIATION

### BYE-LAWS OF [NAME OF PROJECT] HOME OWNERS ASSOCIATION

#### CHAPTER 1: TITLE, APPLICATION AND OBJECTS

##### 1 Short Title and Application

1.01

This Association shall be called the “[Name of Project] - Home Owners Association”.

1.02

The provisions of these Bye-laws apply to the Residential Units and Common areas in the project called [Name of Project].

1.03

All present and future owners, tenants, future tenants and their employees, or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these Bye-laws

1.04

The mere acquisition or rental or taking license or using in any manner the Residential Units in the Residential Development, including the mere act of occupancy of the Residential Unit will signify that these Bye-laws are accepted, ratified and will be complied with by the occupant.

##### 2 Definitions

In these Bye-laws, unless the context requires otherwise:

a.

“Residential Unit Owner” or “Owner” shall mean a person owning a Residential Unit in the Project.

b.

“Project” shall mean the Residential Units located at Survey nos. \_\_\_\_\_ of \_\_\_\_\_ Village all situated in \_\_\_\_\_ [Bangalore].

c.

“Committee” or “Management Committee” shall mean the Management Committee of the [Name of Project] Owners Association consisting of 5 (five) persons, all of whom shall be Owners and also residents of a Residential Unit in the Project.

d.

“Common Areas and Facilities” shall mean and include all the roads and approaches, lawns and open spaces, compound walls and other structures, all electrical installations and equipment including the transformer and electrical panel, all water supply installations including the sumps and pumps, all cabling including telephone, intercom and satellite TV cabling, diesel generator, Children’s play area, gymnasium, gym equipment, Badminton court (if any), terrace, storage rooms, bathrooms, security room, basement, staircase, lobbies and lifts, but does not include such spaces and structures, the exclusive use of which is allowed to the Residential Unit Owners otherwise.

e.

“Association” shall mean the Association formed by all the Residential Unit Owners for the purpose of carrying out the objects as enumerated in these Bye-laws, called [Name of Project] Owners Association.

f.

“Majority of Owners” shall mean those constituting more than 50% (fifty percent) of all the Residential Unit Owners.

g.

“Residential Unit” shall mean a family unit in the Project.

**3**

### **Application of [Karnataka Apartment Ownership Act, 1972]**

The Project called [Name] located at Survey nos. \_\_\_\_\_ of \_\_\_\_\_ Village all situated in \_\_\_\_\_ Taluk is submitted to the provision of the [Karnataka Apartment Ownership Act, 1972] to the extent applicable, unless the General Body passes a resolution specifically making the said Act inapplicable.

**4**

### **Objectives of the Association**

**4.01**

To maintain and repair all common areas, common facilities and common services of the Project.

**4.02**

To take steps to enhance the security and safety of residents by providing and arranging for various services such as security, preventive / corrective maintenance and supervision of such services.

**4.03**

To represent the collective interests of the Owners and / or residents of the Residential Units with government and other agencies.

**4.04**

To take all steps and measures as would better serve the above-mentioned objectives and further the interests of Owners and / or residents of the Project.

**5**

### **Objects of the Association**

The objects of the Association shall be:

**5.01**

To be, and to act as, the [Name of Project] – Owners Association at Survey nos. \_\_\_\_\_ of \_\_\_\_\_ Village all situated in \_\_\_\_\_ Taluk hereinafter called **[Name of Project] - Owners Association**.

**5.02**

To open a bank account or accounts in any bank in the name of the Association, to operate the same, to create deposits and to invest monies of the Association in any SCHEDULED BANK or Cooperative Bank approved by the [Karnataka] Government. Any **02** (Two) members of the Managing Committee (one of them being the Secretary) shall operate the account jointly.

**5.03**

To provide for maintenance, repair and replacement of the common areas and facilities by contribution of maintenance service charges from the Residential Unit Owners, and if necessary by raising loans for that purpose.

**5.04**

To provide for and do all or any of the matters relating to the election of the Management Committee, the number of persons constituting the same and its constitution, term, powers and duties of the Board, the compensation payable, if any, to the members of the Board, the method of removal from office, engaging a Secretary, Manager or Managing Agent, election of President, Secretary and Treasurer of the Board.

**5.05**

To provide for Maintenance, repair and replacement of the common areas and facilities and payments thereof.

**5.06**

Prescribe, amend and waive the manner of collecting from the Residential Unit owners their share of the common expenses and to disconnect the water supply and/or power supply to the Unit if fines or other dues are delayed for a period of **3** (three) months from the due date.

**5.07**

Designate, appoint, modify terms and remove, persons employed for the maintenance, repair and replacement

of the common areas and facilities.

**5.08**

Prescribe, amend and waive the method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities.

**5.09**

Prescribe and enforce such restrictions and requirements relating to the use and maintenance of the Residential Units and the use of the common areas and facilities, as are designed to prevent unreasonable interference with the use of their respective Residential Units and of the common areas and facilities by the several Residential Unit Owners.

**5.10**

Prescribe and amend the percentage of the votes required to amend the Bye-laws of the Association.

**5.11**

To establish and carry on its own account or jointly with individuals or institutions, educational, physical, social and recreational activities for the benefit of the Residential Unit Owners and residents.

**5.12**

To frame rules, with the approval of the general meeting of the Association to establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the Association.

**5.13**

To regulate the use of the units by the members or their agents or anyone acting through such member or in occupation of units through authorization from the member, so as to ensure that such use is in accordance with the Bye-laws or any other resolution duly passed by the Association and to enforce corrective action for any violation in this regard.

**5.14**

To sue or commence or defend any legal proceedings, only in so far as it is related or connected with, or it affects the members and affairs of the Association in general.

**5.15**

To do all other things necessary for the attainment of the objects specified in these Bye-laws. The Association shall not act beyond the scope of its objects without duly amending the provisions of the Bye-laws for the purpose. Specifically, the funds of the Association shall not be used for any profit making or speculative activity or for distribution as loan(s) among members of the Association or any others.

**5.16**

To form any committee or sub-committee for the effective management of the Project.

**5.17**

To obtain a Tax Deduction Account Number [TAN No.] for the Association. The Management Committee shall arrange to pay all applicable taxes with respect to the Association.

**5.18**

The area of operation of the Association shall be [Bangalore].

## **6 Members of the Association**

**6.01 Owner of Residential Unit**

All Residential Unit Owners who have purchased Residential Units in the Project shall automatically become Members of the Association.

Upon any Residential Unit Owner selling their Residential Unit or absolutely conveying the same by way of gift, will or in any other manner, the transferee thereof shall become a member of the Association. Prior to any Residential Unit Owner selling their Residential Unit, the Residential Unit Owner shall obtain a No Objection Certificate (NOC) from the Association. The No Objection shall be only to ensure clearance of all dues as well as ensuring that the draft of the sale deed is approved and includes the clauses pertaining to the rights and obligations of the Residential Unit Owners. The Association shall not unreasonably hold back the NOC.

## **6.02 Joint Residential Unit Owners**

Where two or more persons have purchased a Residential Unit jointly they shall be jointly admitted to the Association and can attend the meetings of the Association, although only one of them can cast the vote representing both.

## **6.03 Disqualification**

No Residential Unit Owner shall be entitled to vote on the question of election of members of the Management Committee, the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office, if they are in arrears on last day of the year in respect of their contributions for common expenses to the Association for more than 60 (sixty) days.

# **CHAPTER 2: CONDUCT OF BUSINESS**

**7**

## **Voting and Quorum**

### **7.01 Voting**

Each Residential Unit Owner except those who are disqualified as per these Bye-laws, is entitled to a vote as specified in these bye laws. Proxies are NOT permitted to vote on behalf of the Residential Unit Owners.

### **7.02 Quorum**

Except as otherwise provided in these byelaws, the presence in person of 5 (Five) Residential Unit Owners shall constitute a quorum.

### **7.03 Vote to be cast in person or electronically**

Votes shall be cast by the Residential Unit Owners in person or through electronic voting, except in case of joint owners, where any one of the owners voting in person shall be deemed as voting in person on behalf of all.

**8**

## **Powers and Duties**

The Association will have the responsibility of administering the Project in accordance with the Bye-laws, approving the annual budget, establishing and collecting special contributions, monthly, quarterly, half yearly and annual maintenance charges and arranging the management of the Project in an efficient manner. Except where otherwise provided, a resolution of the Association shall require the approval by a majority of Owners present in a General Body casting their votes.

**9**

## **Place of Meetings**

Meetings of the Association shall be held within the Project at a suitable place convenient to the Owners.

**10**

## **Annual General Body Meeting**

The first Annual General Body Meeting of the Association will be held within 2 (two) months from the date of registration of this Deed of Declaration. Thereafter, such meetings of the Association shall be held on a convenient day as decided by the Management Committee in the same month of each succeeding calendar year. A quorum is said to be formed at such meeting if 51% (fifty-one percent) of the Members are present, failing which, the meeting shall be adjourned. At such meetings there shall be an election by the members of the Association, of the Management Committee in accordance with the requirements of the existing byelaws. The annual meeting shall be held to consider and approve the minutes of the previous annual meeting and special meeting, if any; to receive and adopt the annual report of the Management Committee for the previous year together with an audited copy of the balance sheet, income and expenditure account and the auditor's report shall be submitted for approval of the General Body at such meetings; to consider, approve and sanction annual budget for the next official year. The members may also transact such other business of the Association, which may properly come before them.

## 11 Special Meeting

It shall be the duty of the Secretary to call a special meeting of the General Body of the Association as desired by the resolution of the Management Committee or upon a petition requesting for a special meeting, signed by at least 50% (fifty percent) of the Residential Unit Owners having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of majority of the Owners present.

## 12 Notice of Meetings

### 12.01

It shall be the duty of the Secretary to send a notice of each annual or special meeting stating the purpose (Agenda and the Minutes of the previous meeting if any held) thereof as well as the time and place of the same to the Residential Unit Owners.

### 12.02

The notice shall be issued at least 14 (fourteen) days prior to the meeting. The notice could be for a shorter period if all members agree to the same.

### 12.03

The mailing or sending of a notice in the manner provided in these Bye-laws shall be considered notice served.

## 13 Adjourned Meeting

If any meeting cannot be held because a quorum was not available, the members who are present may adjourn the meeting within 30 (thirty) minutes, from the time the original meeting was called.

## 14 Order of Business

The order of business at all meetings of the Residential Unit Owners shall be as follows:

### 14.01

Roll Call.

### 14.02

Proof of notice of meeting or waiver of notice.

### 14.03

Reading and Passing of Minutes of the preceding meeting.

### 14.04

Report of Managing Committee.

### 14.05

Election of Management Committee Members.

### 14.06

Unfinished business, if any.

### 14.07

New business, if any.

## CHAPTER 3: MANAGEMENT COMMITTEE

## 15 Management of the Association

The affairs of the Association shall be governed by a Management Committee consisting of 5 (five) members. Only those Owners who are resident in a Residential Unit in the Project are eligible for election to the Management Committee.

## **16 Powers and Duties of the Management Committee**

The Management Committee shall have the powers and perform the duties necessary for the administration of the affairs of the Association and may do all such acts or things as are directed to be exercised and done by the General Body of the Association, except those prohibited by law and by these bye-laws.

Provided that the General Body may, by a resolution, authorize the Committee to carry out such specified acts, which may otherwise be beyond their powers or scope of duties.

## **17 Other Duties**

In addition to the duties imposed by these byelaws or by resolution of the Association, the Management Committee shall be responsible for other duties including without limitation the following:

### **17.01**

Ensure daily supervision over maintenance and security of the Project.

### **17.02**

Drawing up annual budget of the Association and collection of monthly/quarterly/half yearly/annual maintenance service charges or contribution or subscription from the Owners / Members.

### **17.03**

Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the common services, the common areas and facilities.

### **17.04**

To provide for the manner in which the audit including appointment of auditors and accounts of the Association shall be carried out.

### **17.05**

To inspect the accounts kept by the Treasurer and/or the Secretary and examine the registers and account books and to take steps for the recovery of all sums due to the Association.

### **17.06**

To sanction working expenses, count cash balance and deal with other miscellaneous business.

### **17.07**

To ensure that the cashbook is written promptly and signed by one of the members of the Management Committee authorized in this behalf, at specified intervals not more than once a month.

### **17.08**

To hear complaints and take requisite steps for their resolution.

### **17.09**

To arrange for display on the Notice Board of trial balance for each month by 10<sup>th</sup> of the following calendar month.

### **17.10**

To maintain all records pertaining to the Project, including Architectural records, electrical Lines and Water supply lines.

Notwithstanding anything contained in these Bye-laws or the Form-A Declaration, all the Residential Unit Owners shall be bound by the rights provided to the Promoters under the Sale Deed. The powers of the Association or Committee shall always be subject to the Powers granted to the Promoters under the sale deeds and the Association shall not act or do anything to prejudicially affect rights of the Promoters. The rights of the Promoters shall not be curtailed or amended by the Association and the Association shall always abide by the rules and Bye-laws and rights and obligations/covenants provided in the Sale Deed.

**17.11**

To ensure and enforce due compliance of the provisions of these Bye-laws.

**17.12**

To generally do acts, deeds and things for the benefit and welfare of the Association and towards furtherance of the objectives of the Association.

## **18 Estate Manager**

The Management Committee may employ for the Association an Estate Manager at a remuneration determined by the Management Committee to perform such duties and services as the Management Committee shall authorize, including but not limited to the duties listed in Bye-law 17.

## **19 Election and term of office**

At the first annual meeting of the Association, a Management Committee will be elected by the General Body. The Management Committee will have a 3 (three) year term of office of which  $1/3$ rd members shall retire every year, and new members elected in replacement to maintain continuity in the functioning of the Management Committee. A Management Committee member NOT attending 3 (three) monthly Management Committee meetings in a row shall be deemed to have resigned and shall be disqualified from the membership of the Management Committee till such time as the general body may specifically permit the member to participate.

## **20 Vacancies**

Vacancies in the Management Committee caused by resignation or any reason other than the removal of the Member by a vote of Association shall be filled by vote of majority of the remaining Members even though they may constitute less than the quorum and each person so elected shall be a Committee member until a successor is elected at the next annual meeting of the Association.

## **21 Removal of Management Committee or Member**

**21.01**

At any regular or special meeting duly called for, any one or more of the Committee members or the Management Committee itself may be removed by a majority of Residential Unit Owners and a successor or successors may then and there be elected to fill the vacancy thus created. Any Committee member or the Management Committee whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

**21.02**

In the event of the Management Committee itself being removed the new Management Committee appointed in its place shall function for the remainder of the period of the term of office of the previous committee only and a new committee shall be duly elected on the expiry of the term in the manner provided in these Bye-laws.

## **22 Management Committee Meeting**

The first meeting of a newly elected Management Committee shall be held within 30 (thirty) days of election at such a place as shall be fixed by the Committee members, at the meeting in which such Members were elected no notice shall be necessary in order legally to constitute such meeting provided a majority of the Members of the Management Committee are present. At any meeting of the Management Committee, each Member present will have 1 (one) vote except the President who shall have a casting vote in case of a tie. The Management Committee may appoint sub-committees with such powers as may be deemed necessary and may co-opt persons who are not members, as experts when needed, with no right to vote. The Management Committee may invite to its meetings such persons as it may deem fit for consultation, opinion and/or guidance on any matter relating to the affairs of the Association.

## **23 Regular Meetings**

### **23.01**

Regular meetings of the Management Committee may be held at such a time and place as shall be determined from time to time by a majority of the members of the Management Committee.

### **23.02**

At least one such meeting shall be held every month.

### **23.03**

Notice of regular meetings of the Management Committee shall be given to each member personally or by postal mail, courier, e-mail or text message at least 3 (three) days prior to the day named for such meetings unless all members constituting the Management Committee agree for a shorter notice for a particular meeting.

## **24 Special Meetings**

Special meetings of the Management Committee may be called for by the President or the secretary either suo-moto or on a request in writing by at least 50% (fifty percent) of the members, on 15 (fifteen) days' notice to each Member. The notice may be of a shorter duration if agreed to by all the members constituting the Management Committee.

## **25 Waiver to Notice**

Any Member may waive the requirement of notice to them under these Bye-laws in writing.

## **26 Quorum**

At all meetings of the Management Committee  $2/3^{\text{rd}}$  (Two Third) of the total members of the Management Committee shall constitute a quorum and the acts of the members present at a meeting at which quorum is present shall be the acts of the Management Committee. If, at any meeting of the Management Committee, there be less than a quorum present, the majority of those present may adjourn the meeting, from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice, provided there is quorum.

## **27 Officers of the Association**

The Principal Office Bearers of the Association shall be a President, a Secretary, a Treasurer and 2 (two) other members, all of whom shall be elected by and from the General Body.

### **27.01 President**

The President shall be the Chief Executive officer of the Association. He/she shall preside at all meetings of the Association and the Management Committee. He/she shall have all the general powers and duties which are necessary to achieve the objects of the Association in discharge of his/her duties as the president, including but not limited to the power to appoint committees from among the Owners from time to time as he/she may in his/her discretion decide to be appropriate, to assist in the conduct of the affairs of the

Association.

#### **27.02 Secretary**

The Secretary shall convene meetings of the Management Committee and General Body with the prior approval of the President. The Secretary shall keep the minutes of all meetings of the Management Committee and minutes of all meetings of the Association. He/she shall have charge of such books and papers as the Management Committee may direct and he/she shall, in general, perform all duties incidental to the office of Secretary. He/she shall correspond with all authorities and agencies on behalf of the Association.

#### **27.03 Treasurer**

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for deposit of all moneys and other valuable effects in the name of and to the credit of the Association in such manner as may from time to time be specified by the Management Committee.

### **CHAPTER 4: OBLIGATIONS OF RESIDENTIAL UNIT OWNERS**

#### **28 Compliance with Bye-laws**

##### **28.01**

All Members shall comply with the Bye-laws and with the Policies annexed to this document.

##### **28.02**

The Management Committee shall be entitled to enforce any and all of the restrictions and rules of the Association, as amended from time to time, directly against all Owners, Tenants, Occupants and other Residents.

#### **29 Maintenance and Service Charges**

##### **29.01 Maintenance**

The Association shall appoint an agency / committee or the Promoters, hereinafter referred to as the Property Managers to carry out all the day to day activities of maintaining the Project, providing for security, housekeeping, paying taxes and other outgoings on behalf of the members of the Association etc. The Owners agree to co-operate with the Association and the Property Managers in the management and maintenance of the Project and with the co-owners / co-occupants for the maintenance of other Units belonging to the co-owners. The Residents shall allow the Property Managers with or without workmen to enter into the Unit/s for the purpose of maintenance and repairs subject to 48 (forty-eight) hours' notice in writing of such purpose to the Owners or their Nominee/s. In case of emergency, for any requirement in another Residential Unit or common area in the Project, the Owners shall provide reasonable access immediately.

##### **29.02 Maintenance Charges and Deposits**

All Owners are obliged and hereby agree to pay the maintenance service charges on an annual basis or as decided by the Management Committee, as imposed by the Association to meet all expenses etc. The assessment shall be made as a fixed sum decided by the Management Committee from time to time. The Owners are also obliged and hereby agree to deposit amounts reasonably required towards liabilities for taxes and other outgoings. The Owners are obliged to pay charges for Electricity, Diesel for the Generator, Water and Sewage disposal of or in relation to the Project wholly or proportionately relating to the common areas.

##### **29.03**

It will be the primary responsibility of the Residential Unit Owners towards payment of maintenance and other dues even in case the Residential Unit is leased or rented to a tenant. If a tenant/ guest owes money to the Association (e.g. bills) it shall be the responsibility of the Purchasers/Owners whose tenant it is, to pay the dues to the Association.

##### **29.04 Delayed Payments**

All amounts shall be deemed to be due and payable on and from the date of Readiness for possession of the

Unit, whether physical possession of the same has been taken or not by the Owners or their Nominee/s. The said amounts shall be paid by the Owners without raising any objection thereto, regularly and punctually within 72 (seventy-two) hours from the due date to the Association or Property Managers. Delays in the payment of these dues shall attract penal interest at 2% (Two percent) per month, which shall be payable to the Association. Any outstanding dues including interest amounts may, at the discretion of the Association, be adjusted against deposits, if any, held by the Association and deducted from any of the moneys payable by the Association to its members. This interest shall continue to accrue at an annualized compounded rate of 24% (Twenty-four percent).

#### **29.05**

If, in the opinion of the Managing Committee, any payment is delayed by the member beyond a reasonable length of time, the Association shall have the right to take appropriate action as deemed fit to recover the amount.

#### **29.06 Common Expenses**

##### **a.**

The Owners and their Nominee/s shall pay a proportionate share of all out goings and maintenance costs and general expenses including, but not limited to expenses towards electricity and water for the common areas, diesel for the generators, housekeeping materials, landscaping materials, salaries of the maintenance staff including overheads and management fee to the Maintenance Agency, Insurance of the Project against fire, earthquake, acts of God, riots, etc., Annual Maintenance Contracts for various equipment such as elevators, generators, pumps, motors, project vehicles if any, replacement of consumables such as bulbs and light fixtures, repairs, painting and polishing, Municipal Taxes and Cesses, maintenance of the common facilities such as the swimming pools, gym equipment and sporting equipment.

##### **b.**

It is hereby clearly agreed by the Owners that all expenses shall be shared proportionately and the non-usage of certain facilities shall not form a basis for not paying a share of the expenses towards the running and maintenance of those facilities. However, it is clarified and agreed that nominal usage charges may be levied for the use of certain special facilities and amenities such as the swimming pool, squash courts, tennis courts, badminton courts, pool table etc. – initially by the Promoters and subsequently by the Association – in both cases, the monies flowing into the Maintenance Fund.

##### **c.**

In case a bathroom, terrace garden, kitchen, utility or any other space is found to be leaking into another Residential Unit or into a common area, the cost of fixing the same shall be borne solely by the Owner where the source of the leak has originated. It is further agreed that such leak shall be fixed within 90 (Ninety) days of being informed of the requisite repair in writing by the Management Committee.

### **30 Compliance with Policies**

All members agree to abide by the various Policies pertaining to the Project, use of facilities, etc. annexed to this Deed.

### **31 Insurance**

Every Owner shall ensure that they or their family members and guests do not do anything or permit to be done, any act or thing which may render void, or make void-able, any insurance in respect of any part of the Project or cause increased premium to be payable in respect thereof, if the Project is insured.

### **32 Meetings with Promoters and Maintenance Agency**

All discussions with the Promoters and/or Maintenance Agency for any issues pertaining to the common areas of the project or common issues in the project, including, but not limited to, issues relating to legal, land, construction, design, utilities, maintenance etc., shall only be carried out through the elected representatives of the Association and the Owners shall not request for direct / individual meetings with the Promoters and/or Maintenance Agency.

## CHAPTER 5: FUNDS AND THEIR INVESTMENT

### 33 Funds

Funds may be raised by the Association in all or any of the following ways, namely:

**33.01**

By contribution, and donations from Residential Unit Owners.

**33.02**

From common profits which shall form the nucleus of the Reserve Fund.

**33.03**

By raising loans with the previous approval of the General Body subject to such terms and conditions that may be imposed, if any.

### 34 Investment

The Association may invest or deposit its funds in:

**34.01**

Any scheduled bank or Cooperative bank approved by [Karnataka] Government.

**34.02**

In the purchase of any rent yielding Property.

**34.03**

In any of the securities specified in section 20 of the Indian Trust Act 1882.

**34.04**

In any banking company approved for this purpose by the Association.

**34.05**

In the mode specified under the provisions of section 13(1)(d) read with section 11(e) of Income Tax Act, 1961 as amended from time to time.

### 35 Accounts

**35.01**

A banking account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that the Treasurer may retain in his/her personal custody an amount NOT exceeding INR 50,000 (Rupees Fifty Thousand only) for petty expenses. All payments above INR 5,000 (Rupees Five Thousand only) shall be made by cheque signed jointly by the Treasurer and the President or the Secretary and the Treasurer. The Accounts will be closed by 31<sup>st</sup> March of every calendar year and the same shall be audited by an auditor approved by the Management Committee (duly approved in Annual Meeting). Trial balance as on the last day of each quarter shall be displayed on the Notice Board by the 15<sup>th</sup> of the following month.

**35.02**

Each house and Residential Unit Owner shall be given an annual statement which shall show the amount paid or received from their share on receipt of profits from common areas, if any, and contribution towards common expenses and the share of assessment and other dues, if any, in respect of their Residential Unit.

**35.03**

The Association shall on or before 31<sup>st</sup> July in each year publish an audited annual financial statement in respect of the common area and facilities containing:

**a.**

The profit and loss account.

**b.**

The receipt and expenditure of the previous financial year.

**c.**

A summary of the property and assets and liabilities of the common area and facilities of the Association giving such particulars as will disclose the general nature of these facilities and assets and how the value of fixed assets has been arrived at.

**35.04**

The audited financial statement shall be open to the inspection of all members of the Association during the office hours and in the office of the Association and a copy thereof shall be submitted to the competent authority by 31<sup>st</sup> July every year.

**35.05**

Every financial statement shall be accompanied by a complete list of Residential Unit Owners. The final statement shall state up to what date profits and expenses of common area are included.

**35.06**

The Management Committee is required to seek the prior approval of the members of the Association for incurring any single expense, which may exceed INR 50,000 (Rupees Fifty Thousand).

## **36 Publication of accounts and Reports**

A copy of the financial statement and of the report of the auditor shall be kept in a conspicuous place in the office of the Association.

## **37 Appointment of Auditors**

The Association shall approve the appointment of an Auditor at its Annual Meeting and the Auditor so appointed shall audit the accounts of the Association to be prepared by the Managing Committee as provided above and shall examine the annual return, verify the same with the accounts relating thereto and shall either sign the same as found by them to be correct and in accordance with the law or specifically report to the Association in what respect they find it incorrect or not in accordance with the law.

## **38 Power of Auditors**

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common area and facilities (including limited common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to them to require notice.

## **CHAPTER 6: GENERAL**

## **39 Register of Residential Units**

**39.01**

The Association shall maintain at its office a register of all Residential Units containing particulars as to its location, name of the Owner/allottee, and such other particulars as may be specified by the general body, if any.

**39.02**

The register shall also contain particulars regarding transfers affected in respect of Residential Unit stating the particulars of the transfer and the registered Transferee.

**39.03**

The register maintained as above said shall be available for inspection of the members free of cost and to outsiders at a cost as determined by the Association during office hours.

## 40 Mortgage

### 40.01 Notice to the Association

An Owner who mortgages their unit shall notify the Management Committee of the Association through the secretary, the name and address of the Mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".

### 40.02 Notice of unpaid dues to the Association

The Association shall at the request of a Mortgagee of a unit report any unpaid Maintenance Service Charges, subscription and contributions due from the owners of such units.

## 41 Seal of the Association

The Association shall have a common seal, which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Management Committee. Every deed of instrument to which the seal is affixed shall be attested for and on behalf of the Association by two members of the Management Committee.

## 42 Address

The address of the Association shall be the registered office of the Association, which is at [Name], [Address] or such other place as may from time to time be the registered office.

## 43 Amendment of Bye-Laws

These Bye-laws may be amended by the General Body in a duly constituted meeting for such purpose by a resolution supported by a majority of 75% (seventy-five percent) of all the members.

## 44 Violation of byelaws

The Management Committee shall be entitled to hold an enquiry suo-moto or on an application filed by any member regarding any violation of these Bye-laws or any resolution duly passed by the Association and to impose such penalty or take such measures including levy of fines and/or to restrict use of any property or Residential Unit and the decision of the Management Committee in this regard shall be final on binding on all the members.

## 45 Overriding

In case of the conflict with the covenants in the deed of Residential Units and these Bye-laws provided herein, the terms and conditions in the original Sale Deed from the Promoters shall override the provisions of the Bye laws and the Deed of Declaration to the extent of conflict only.

## 46 Affiliation

Should there be any Federation of Residential Unit Owners in the locality in which the Association is situated, with the prior consent of the General Body, the Association may become a member thereof and subject itself to such rules and regulations as may be necessary.

\*\*\*\*\*

## Schedule V : SALE AND LEASE POLICY

### 1 Sale

#### 1.01

In the event of a Member transferring their Residential Unit through sale, the same shall be intimated in writing to the Association, at least **15** (fifteen) days in advance. In all other cases including gifting, takeover by mortgagee etc., the transfer of title shall be intimated not later than **30** (thirty) days of the transfer or succession as the case may be.

#### 1.02

The Transferee, after such intimation shall be deemed to have consented to abide by these Bye-laws laid down by the Association and shall be allowed to participate in the meetings / cast votes and stand for election to a post in the Management Committee. However, the Transferee shall still be required to provide his consent in writing, to the Management Committee to the Bye-Laws and Policies of the Association.

### 2 Lease

#### 2.01 Consent to Bye-Laws

All rental, lease or license shall be deemed to be subject to the covenants and restrictions contained in this Deed of Declaration and the Bye-Laws of the Association contained in **Schedule-IV** attached hereto, and as may be modified from time to time. It shall be the responsibility of the Residential Unit Owner to obtain and hand over to the Secretary, the Consent of the Lessee to be bound by the Bye-laws herein at least **15** (fifteen) days before the Lessee occupies the Unit. However, regardless of whether such consent has been obtained from the Lessee, the Lessee shall, immediately on occupying a Unit in the Project, be bound by all the Bye Laws and other regulations in this Deed of Declaration. Tenants shall also be responsible for the behaviour of their guests and visitors.

#### 2.02

The Residential Units shall not be rented or leased or licensed in any manner, directly or indirectly, for transit or hotel purposes.

#### 2.03 Lease Deed

The Owners, when renting or leasing their Residential Units, MUST include the following clauses in their Lease Deed or Rental Agreement and must also Annexe the Bye-Laws of the Association along with such Deed / Agreement.

##### a. No structural alterations

The Lessee shall not to make any structural alterations and / or additions to the Unit save with the permission of the Management Committee.

##### b. Use of Premises

The Lessees shall use the Unit exclusively for residential purposes only unless otherwise agreed in writing by the Management Committee and shall not to keep or store in or upon any part of the Unit, any goods of a combustible or explosive nature, not to cause any nuisance or annoyance to the neighbours and other occupants of the building and to observe and perform all the rules and regulations and bye-laws as to the use of the building as laid down by the concerned Association/Society of the building from time to time;

##### C. Association Bye Laws and Policies

The Lessee hereby consents to all the Bye Laws and Policies of the Association as may be framed and modified from time to time. A copy of the Bye Laws and Policies is provided in **Annexure-01**, however, this may not necessarily reflect the latest version of the same and the Lessee is required to procure a copy of the latest version from the Management Committee.

#### 2.04 Shifting Fee

Each time Residential Unit Owners rent or lease out their Residential Unit / units, they shall pay to the

Association, a shifting fee of INR 10,000 (Rupees Ten Thousand only) that may be used towards expenses for repairing any damages that may occur during the moving of household goods by the Lessee. In case of there being no such damage requiring repair, the said fee may be utilized as part of the common fund for maintenance of common areas.

**2.05 Lease of Car Parking Spaces**

The Owners shall not rent / lease out the car parking space/s except to persons residing in the Project and for use as a parking space only.

**2.06 Payment for Common Expenses**

It shall be responsibility of the Owners to pay for ALL common expenses and other outgoings for their Residential Unit, even if their unit has been rented or leased out.

**2.07 Pets**

In case the Lessee plans to bring in any pets, they must sign and submit the Pet Information Form to the Property Management Team and sign the Pet Policy before bringing in the Pets into the Project.

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## Schedule VI : USE OF PREMISES POLICY

### 1 Use of Residential Units

#### 1.01 Residential use

The Residential Units in the Residential Development are single family units. All Residential Units shall be utilized for residential purposes only. The Residential Unit Owners shall not use or allow their Residential Units to be used for any illegal, immoral, noisy, offensive or dangerous activity or trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the owners and occupants of other portions of the Residential Development or to the occupiers of the neighbouring premises, or which may tend to depreciate the value of the Residential Units in the Residential Development such as a Guest House, Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities.

#### 1.02 Guest House or Hostel

The Residential Unit owners shall not allow their Residential Units to be used as a guest house or hostel without prior written permission of the Management Committee.

#### 1.03 Students and Groups

The Residential Unit owners shall not rent, lease or otherwise allow their Residential Units to be used by a group or groups of students, or a group of working men or women, or as Paying Guest accommodation, except with the written permission of the Management Committee.

### 2 Modifications/alterations and aesthetic appearance of the Building

It shall be the responsibility of the Residential Unit Owners (including ensuring compliance by their tenants).

#### 2.01

Not to install Awnings, Grills, Glazing panels or to paint any part of the building or do any act or thing that may adversely affect the aesthetic appearance/ beauty of the Building.

#### 2.02

To obtain written permission from the Promoters AND the Association for any modifications/alterations or repair work to the exterior of the Building or any changes in/ openings into the common area.

#### 2.03

Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts.

#### 2.04

Not to alter or permit any alteration in the elevation and external colour scheme of the walls of the verandahs, lounges or any external walls or the external doors and windows including grills of their Residential Unit.

#### 2.05

Not to fix or install air-conditioners for their Residential Unit save and except through the Promoters or the Property Managers.

#### 2.06

Not to put any article in or upon the windows balconies /terrace railings/roof and other portions which may be exposed in a manner or be visible to the outsiders. Not to expose from or hang out of the windows, any clothing or materials for the purpose of drying or airing them or for any other purpose whatsoever.

#### 2.07

Not put up any hoarding, name plates sign-boards, graffiti etc, in any place other than that demarcated and allotted by the Promoters or Management Committee.

#### 2.08

Not to erect or cause to be erected, any aerial or satellite dish on the roof or any external elevation of the Unit

or building, without the permission of the Association.

## 2.09

Not to alter and / or modify the colour combination, exterior façade and the "look and feel" of the project at any time without the prior written consent of the Promoters as the Residential Unit Owner is aware that the Promoters maintain a unique exterior look for all of their projects and have earned a special repute for their projects. The colour combination and exterior façade and the "look and feel" of their projects has become an integral part of the branding of "Total Environment" to the extent that the public at large associates the combination and / or look of the projects with Total Environment and they have thus acquired immense goodwill amongst the industry and the public. In view of the goodwill already created, the Residential Unit Owner has already undertaken and warranted with the Promoters not to alter and / or modify the colour combination, exterior façade and the "look and feel" of the project at any time without the prior written consent of the Promoters. Further the Residential Unit Owners / Association consents that if he fails to honour his / her / their undertaking and warranty as aforesaid and as agreed, the Promoters shall, on notice of the same, have the right to disown the project and withdraw the name and brand of "Total Environment" bestowed upon the project stop all maintenance services being provided by them or their affiliate / sister / subsidiary companies after giving a notice of 60 (Sixty) days and shall, in such case, refund any balance maintenance advance amount still pending with them after deducting for expenses, overheads and profits as per the Maintenance Contract.

## 3 Parking

### 3.01 Use of Parking Space

The Residential Unit owners shall NOT use or permit to be used, each allocated car parking space for any other purposes whatsoever other than parking of their own car.

The Residential Unit owners shall NOT keep in their parking space/s, anything other than a private motor car or motor cycle and shall NOT park any commercial vehicles including mini-trucks, Canters, Auto-rickshaws, tempos, tempo travellers, mini-buses etc.

### 3.02 Construction or Installation

The Residential Unit Owners shall NOT raise or put up any temporary or permanent construction, grill, wall or enclosure thereon or part thereof and keep it always open as before.

### 3.03 Storage or Residence

The Residential Unit owners shall NOT permit any person to reside in their car parking space/s and NOT store any materials in the car parking space.

### 3.04 Not more than one car

The Residential Unit owners shall NOT park more than one single car in a car parking slot, unless it has been clearly purchased as a double or linked car park.

### 3.05 Sale

The Residential Unit owners shall NOT transfer / sell the said car parking space/s to any outsider who does not own a Residential Unit in the Project.

### 3.06 Parking in other Spaces

The Residential Unit owners shall NOT park their car/s on the pathway or open spaces of the Project or at any other place except the space allotted to them.

### 3.07 Repairs and Maintenance of Vehicles not permitted

The Residential Unit owners shall not undertake or allow to be undertaken upon or at the Project, any repairs or maintenance (other than minor repairs or maintenance) to any vehicle whatsoever.

### 3.08 Condition of Vehicles

The Residential Unit owners shall not keep or allow to be kept, in the Project, any vehicle that is not in a roadworthy condition and must not store or allow to be stored, any spares, parts, oils or fuels for any vehicle/s in the car parking space.

### **3.09 Visitor Parking**

Visitors must park only in the space specifically allotted for Visitor Parking.

**4**

## **Common Areas and Facilities**

### **4.01 Common areas free from Obstructions**

To keep common areas clean and free from obstructions. The Purchasers/Members shall not obstruct any passage, landing or staircase leading to ingress and egress and under the sprinkler system of lift machine room.

### **4.02 Elevators**

The Residential Unit Owners shall not use or authorize the use of any passenger elevator for carrying any goods and must not permit or suffer any passenger elevator to be used for carriage of any number of persons greater than the maximum number specified by notice in the lift.

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## Schedule VII : SAFETY AND SECURITY POLICY

### 1 General Rules

#### 1.01 Information

All Residential Unit Owners are required to provide current updated information to the Association in respect of the following for security purpose:

- i. Names of all occupants of their Residential Unit;
- ii. Emergency contact numbers;
- iii. Email ID.

#### 1.02

Residents shall not physically or verbally abuse Security staff or Maintenance staff. If inappropriate behaviour is witnessed, Residents are advised to inform the Management Committee or Property Manager.

#### 1.03

Residents are required to inform maids and drivers to be considerate to other residents while using common areas.

#### 1.04

Residents shall not use Property Management staff or Security staff for any personal works.

#### 1.05

All residents must obtain car stickers from the Property Manager.

#### 1.06

Residents entering the Project in a cab or taxi MUST stop at the main gate to identify themselves to the security.

#### 1.07

Residents shall not allow children to play near the Sewage Treatment Plant, Water Treatment Plant, Transformer Yards, Sub-stations, Electrical Junction zones, Diesel Generator Installations, Fire Safety Equipment and any other such equipment, in the interest of their safety.

#### 1.08

Residents shall ensure that all maids, drivers and temporary hires are registered with the Management Committee, that they display the ID cards issued to them by the Management Committee and make an entry at the security office while entering and exiting the Project.

#### 1.09

Residents shall ensure that once an employee ceases to be employed, the Security and Property Management office are informed immediately.

#### 1.10 Speed Limits

Residents are requested to ensure that they and their driver(s) / visiting guests / taxi-drivers / vendors observe the SPEED LIMIT of 20 km/ hour within any part of the Project.

### 2 Right of Entry

#### 2.01

In case of any emergency originating in or threatening any Residential Unit, the Management Committee, Property Managers and its employees / contractors shall have the right to enter the Residential Unit, whether the Resident or Owner / Tenant is present at that time or not.

#### 2.02

A Resident or Owner shall permit the other Owners and the employees / contractors of the Association, Property Managers when so required, to enter their Residential Unit for the purpose of performing installations, alterations, repairs to the mechanical and electrical services, provided that request is made in

advance and that such entry is at a reasonably convenient time.

#### **2.03**

A Resident or an Owner is not authorized to and shall not grant access to common Electric Panels, Generators, Lifts or any other common equipment or installation, to any outsider or outside agency for repairs / alterations. No unauthorized person is allowed inside the Power Rooms, Generator Rooms and Lift Rooms. In case any of these are to be inspected or altered / repaired this will be done only by contractors appointed by the Management Committee or the Property Managers for this purpose.

### **3 Maintenance, Repair and Improvements**

#### **3.01**

No Resident or Owner is permitted to change, or in any way interfere with, the existing construction, especially the structural work like pillars and cross beams, of their Residential Unit without the written permission from the Management Committee and the Promoters.

#### **3.02**

No Resident or Owner is permitted to change the exterior appearance of their Residential Unit without the written permission of the Management Committee and the Promoters.

#### **3.03**

Every Resident or Owner must perform promptly all maintenance and repair work within their Residential Unit, which if omitted would affect, in entirety or in part, the Building or another Residential Unit belonging to others.

#### **3.04**

In the event of the failure of the Resident or Owner to carry out the repairs as are necessary, the Management Committee shall be entitled to carry out the repairs after notice to the Resident or Owner of the same and charge them for the expenses.

#### **3.05**

Every Resident or Owner shall be liable for any loss or damage caused to the Building or any part thereof belonging to others due to their failure to discharge their obligation.

#### **3.06**

In case of any problem that requires repair or maintenance work, the cost of the same shall always be borne by the Residential Unit owner where the source of the problem originates.

#### **3.07**

All maintenance, repairs and improvement works, except works that are of an emergency nature, shall only be carried out between 8 am and 6 pm and only on weekdays.

### **4 Structural Stability and Hazardous Materials**

It shall be the responsibility of the Residential Unit Owners:

#### **4.01 Structural Support for Other Units**

To give to the Owners of the other units, the necessary vertical, horizontal and lateral support for their units and reciprocate and recognize the rights of the other Residential Unit Owners in the Building.

#### **4.02 Structural Stability**

To maintain or remain responsible for the structural stability of their Residential Unit and not to do anything which has the effect of affecting the structural stability of the Building or any part thereof.

#### **4.03 Structural Additions**

Not to make or allow to be made in their Residential Unit, any structural addition and/or alterations such as beams, columns, or improvements of a permanent nature except with the prior approval in writing of the Promoters AND the Association.

#### **4.04 Storage**

Not to store or bring and allow to be stored in the Residential Unit or in the Building, any goods of hazardous

or combustible nature or which are so heavy as to affect or endanger the structure of the Building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner. Not to use or permit to be used, any oil or paraffin or gas heater or lamp or any other lamp or heater that may be a fire hazard.

#### **4.05 Structural Loads**

Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or are likely to affect or endanger or damage the construction of the Building or any part thereof and not to install or allow to be installed, any furniture or article whatsoever that may overload or strain the floor of the unit.

#### **4.06**

Not to do or cause anything to be done in or around the Building which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling of the Building or adjacent to the Building or in any manner interfere with the use and enjoyment thereof or any open passages or amenities available for common use.

#### **4.07 Demolition and Damage**

Not to damage or demolish or cause to be damaged or demolished, the Buildings or any part thereof or the fittings and fixtures affixed thereto.

#### **4.08 Gas Leaks**

The Resident or Owners shall not neglect any escape of gas from any gas pipe or appliance in their unit, or cause or permit to be caused, such an escape, and, where an escape of gas is suspected, the Resident or Owner must ensure that the pipe or appliance, as the case may be, is examined promptly by a skilled gas fitter or gas engineer and that any necessary repair or replacement of any pipe or appliance is undertaken immediately.

### **5**

## **Visitor Management**

#### **5.01 Security Procedures**

Residents shall fully abide by security procedures as defined by the Management Committee from time to time, to ensure the safety and security of the Project premises.

All visitors are required to register themselves at the security office at the front gate.

#### **5.02 Vendors, Contractors, Service Providers**

Residents shall ensure that any vendors/service personnel that they permit to visit their Residential Unit leave the premises immediately upon completion of the purpose of the visit.

#### **5.03 Fruit and Vegetable Vendors**

Fruit and vegetable vendors shall not be permitted to enter the Project. Residents are advised not to demand that the security personnel allow any such vendors into the Project.

#### **5.04 Essential Service Providers**

Essential Service providers like Daily Newspaper supplier, Milk delivery man, may be permitted to enter the Project after due permission from the Management Committee with identity card/Photo Pass issued by the Management Committee on registration with them.

#### **5.05**

The Residents shall not use or authorize the use of any passenger elevator for carrying any goods and must not permit or suffer any passenger elevator to be used for carriage of any number of persons greater than the maximum number specified by notice in the lift.

#### **5.06**

Visitors must park their cars only in the space specifically designated for "Visitor Parking" and shall not park in any other part of the Project.

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## Schedule VIII : PET POLICY

This policy establishes the terms and conditions under which a Resident may be permitted to house a pet in their Unit. The primary objective of this Policy is to provide a decent, safe and sanitary environment for the Residential Unit Owners and Residents of the Project, as well as visitors, vendors and the employees of various agencies deployed in the Project.

Any Resident who desires to acquire a new pet, keep an existing pet, hereinafter referred to as a "**Pet Owner**", shall do so in a manner consistent with these rules.

### 1 Records

#### 1.01

A Pet Owner MUST submit the "Pet Information Form" as per the template attached in **Annexure-01**, to the Property Management Department, completely filled in and duly signed.

#### 1.02

The Property Management Team shall be responsible for maintaining records required as per this policy, including all pertinent pet-related information and documents supplied by residents, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.

#### 1.03

Complaints, if any, by other residents or personnel deployed in the Project, regarding pets shall be referred to the Property Management Team.

### 2 Safety

A Pet Owner shall be fully responsible for the safety of all other residents, visitors, vendors, employees of various agencies deployed in the Project from his / her pet/s.

### 3 Hygiene

#### 3.01

A Pet Owner shall be responsible to ensure that the common areas of the Project are not dirtied by their pets and shall be responsible to clean up after them, when required using a "pooper scooper" and disposable plastic bag. Pet waste shall be bagged and disposed of in appropriate trash receptacles only and nowhere else.

#### 3.02

Pet owners shall be responsible for ensuring that the rights of other residents to peace and quiet enjoyment of their property, proper health, and/or safety are not infringed upon or diminished by their pet's noise, odours and wastes.

#### 3.03

Pet owners shall be responsible for proper care, including but not limited to flea control, yearly inoculations, certifications of which must be presented to the Property Management Team regularly.

#### 3.04

A Pet Owner shall keep their Unit and surrounding areas free of pet odours, insect infestation, waste and litter and maintain the Unit in a sanitary condition at all times.

#### 3.05

Pet owners shall pay promptly, upon receipt of a bill, for the cost of all materials and/or labour for repair of any damage caused by their pet.

### 4 Permitted Pets

**4.01**

Dogs, Cats and Fish are permitted as pets. For any other animals, the Resident must obtain permission from the Association before bringing such pet/s into the Project premises. No Poultry, Dairy or Farm Animals shall be permitted within the residential premises of any resident under any circumstances.

**4.02**

Residents are prohibited from feeding or harbouring stray animals. Feeding or harbouring a stray animal shall amount to keeping an animal without approval of the Association, and a breach of the Bye-Laws of the Association.

**5**

**Access and Movement of Pets**

**5.01**

Pet owners shall keep their pet/s inside their Residential Unit at all times and when taken out, they must be accompanied by a responsible person. When outside the Unit, the pet/s must be controlled on a leash.

**5.02**

No pets shall be tied or chained outside the Unit. No pet is to remain unattended, without proper care, for more than 24 (twenty-four) hours.

**5.03**

The following areas are designated as **NO-PET ZONES**:

**a.**

The children's play area.

**b.**

The [Community space]

**c.**

The [club house.]

**Annexure 01 - Pet Information Form**

Unit Number:	
Resident's name:	
Emergency contact details:	
Type of pet:	
Age of pet:	
Name of Pet:	Picture of Pet
Description of the pet:	
Vaccinated: Yes _____ (if yes the date of the last vaccination) No _____	
Telephone - Mobile:	
Email:	

I/we have read and understood Pet policy and rules and agree to abide by them. I/we specifically acknowledge that I/we shall be liable for any damage to any property or person with the Project on account of my pet, and acknowledge that it is the responsibility of the pet owners to monitor the noise from pets and to be mindful of the disturbance that may be caused to the neighbours.

Signed .....

Date .....

\*\*\*\*\*

## Schedule IX : HOUSEKEEPING AND HYGIENE POLICY

### 1 Housekeeping

#### 1.01 Cleanliness and Upkeep

The occupants of each Unit shall be responsible for the cleanliness and upkeep of their "notional area" (which is the entire land from their rear boundary till the centre of the road or lobby in front of their Unit), and shall not allow litter, dirt, overgrown grass etc. and the Association shall have the right to impose fines and penalties if the same is not maintained.

#### 1.02 Common Areas

Common areas like terrace, basement and lobbies shall not be used for keeping, storing or repairing furniture, plants, and packages, packing material or other belongings

#### 1.03 Littering

Littering, such as dropping chocolate wrapper, plastic covers, papers, etc. may attract fines upto INR 5000 (Rupees Five Thousand only). It shall be the responsibility of the parents to prevent littering by their children and in case of littering by children; the parents shall be liable for the fine.

#### 1.04 Garbage Disposal

Residents are required to place their garbage outside their Unit just before 09:30 a.m everyday for pick up. The garbage must be placed in neatly packed bags, separately for Bio-degradable, Non Bio-degradable and hazardous waste.

#### 1.05 Noise

The Project is a strictly a NO HORN / NO NOISE zone. Use of vehicle horn or reversing warning horn for any reason whatsoever within the premises or even at the Security Gate while entering or leaving to draw the attention of the Security Staff, is strictly prohibited. Residents are advised to lodge a complaint with the Management Committee not use their horn as it may disturb / wake up other residents. Further, Residents are advised to avoid noisy vehicle exhaust / mufflers, loud music in vehicles, loud conversations or talking on the mobile phone in the common areas or any other manner of behaviour which is likely to case nuisance to others.

#### 1.06 Smoking and Spitting

The Project Common Area is a strictly NO SMOKING and NO SPITTING zone and residents are requested to ensure strict compliance with the same.

#### 1.07 Visual Pollution

Residents are requested to ensure that picket fences and balcony railings are not used for drying clothes and the community as a whole is maintained in a pleasing and beautiful manner.

### 2 Landscaping

#### 2.01 Maintenance of Gardens

The Residents are required to maintain their gardens in a neat and tidy manner and must not allow them to be overgrown. The Residents must mow their lawns and de-weed their gardens - either on their own or by entering into contract with the Property Managers. In case the lawn / garden is overgrown / covered with weeds, the Property Managers shall send a notice and if no action is taken within one week, the team shall clean / mow the area and send across a bill for the same along with a penalty of INR 3000 each time and this penalty shall be payable to the Association.

#### 2.02 Cutting of Trees

The Residents shall not cut down, chop, layer or otherwise damage any tree within their premises or within the Project without permission from the Local Authority as well as the Management Committee.

#### 2.03 Parks and Greens

The complex has parks and green areas which are used by most of the residents and their wards for their walks and recreation and the residents are requested to ensure that no one damages or destroys any of the plants,

green areas and fountains / water bodies etc. in these areas.

#### **2.04 Common Areas**

Residents are not permitted to plant any trees, flowers, vegetables, herbs etc. in the common areas outside the boundary of their own property.

Residents are required to ensure that their personal gardening elements like pots, planters, vegetable beds, fruit or flowering trees or external lights do not block the common areas in the parks, walk-ways, cul-de-sac as these are community areas and are meant for everyone's use and access.

### **3 Water Usage**

#### **3.01 Car Wash**

Residents are advised not to use hosepipes for car washing but instead to use one bucket of water per car.

#### **3.02 Leaks**

Residents are advised to check regularly for water leaks of any manner. External fixtures like the car wash tap/outlet typically get old and if not closed well, start leaking and hence proper maintenance and timely replacements are advised to conserve water.

#### **3.03 Water Conservation**

Residents are advised to follow standard conservation measures such as:

- i. Not to keep tap running while working up a lather during shave;
- ii. Not to keep tap running while brushing teeth;
- iii. Not to keep tap running while scrubbing vessels during manual dishwashing.

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## Schedule X : **AMENITIES POLICY**

[To be inserted]

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