

AGREEMENT FOR SALE

This **Agreement for Sale (Agreement)** is executed at Pune on the date mentioned in **Part A of Annexure - 7**

BY AND BETWEEN

1. **PROVIDENT HOUSING LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 130/1, Ulsoor Road, Bengaluru - 560037 and represented by its authorised signatory as mentioned in **Part B of Annexure - 7** authorised vide board resolution dated as mentioned in **Part B of Annexure - 7** hereinafter referred to as "**Developer**" (which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors - in- interest, executors, administrators and permitted assignees) of the **FIRST PART**
2. **M/S GLOBAL RIVEIRA PROJECTS**, being a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 501, Kensington Court, 5th Lane, Koregaon Park, Pune 411001, through its only partners (a) Anirudha Uttam Seolekar (b) Ashok Khupchand Kothari, (c) Malti Yogesh Karia, (d) Narendra Kantilal Shah, (e) Rohan Seolekar and (f) Raj Kantilal Shah, represented by its Power of Attorney Holder Provident Housing Limited hereinafter referred to as the "**LANDOWNER**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include the said firm as is constituted today or as it may stand constituted from time to time, its respective partners from time to time as also the sole surviving partner thereof, and their heirs, successors, administrators and executors of such sole surviving partner) of the **SECOND PART**

AND

3. The Name, Age, PAN, Aadhar details as provided in **Part C of Annexure - 7** hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors and permitted assigns) of the **THIRD PART**;

The Developer and the Landowner together shall be referred to as the "**Promoters**"

IF ALLOTTEE IS NOT AN INDIVIDUAL, PLEASE SELECT THE APPLICABLE OPTIONS BELOW; AND DELETE ALL INAPPLICABLE OPTIONS:

[If the Allottee is a company]

3. Name of the Company, registered office, PAN and CIN as provided in **Part C of Annexure - 7**, a company incorporated under the Companies Act, 1956 and any statutory amendments thereto; having its registered office at the place mentioned in **Part C of Annexure - 7**, represented by its authorized signatory named in **Part C of Annexure 7**, authorized by board resolution details provided in **Part C of Annexure - 7**, hereinafter referred to as "Allottee" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns).

[If the Allottee is a Partnership firm]

3. Name of the Partnership firm, PAN details as provided in **Part C of Annexure - 7**, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business as provided in **Part C of Annexure - 7**, represented by its authorized Partner along with Aadhar Number as provided in **Part C of Annexure - 7**, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[If the Allottee is a HUF]

3. Name of the Karta, age, address PAN and Aadhar as provided in **Part C of Annexure - 7** for self and as the Karta of the Hindu Joint Mitakshara Family known as [Insert name of HUF], having its place of business/residence as provided in **Part C of Annexure - 7**, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS

- A. By and under a Deed of Conveyance dated 04.03.2017 executed between Raj K. Bhansali of the One Part and the Landowner of the Other Part and registered with the office of the Sub Registrar Haveli no. 8, Pune under Serial No. 1908/2017 Raj K. Bhansali sold, granted, conveyed, transferred, released, assured and assigned to the Landowner with a clear and marketable title and free from all encumbrances and claims, all those pieces and parcels of land originally bearing Survey Nos. 20/2 (part), 20/3 (part), 23/1 (part), 23/2/1/1, 23/2/1/2, 23/2/2, 23/2/2/1, 23/2/2/3A, 23/2/2/3B, 23/2/2/4, 23/2/2/6, 23/2/3(part), 23/2/7, 23/2/8, 23/2/9, 23/5, 23/5/1, 23/5/3, 23/5/3/1, 23/6, 23/7, 23/10/1 and 23/10/1/3 situated at Village Kondhwa Budruk within

Registration Sub District of Taluka Haveli, District Pune totally admeasuring 4 hectares and 8 ares equivalent to 40,800 square meters (439167.528 square feet) hereinafter referred to as "**Larger Project Land**" and more fully described in **Part 1 of Schedule - A**. The area of Larger Project Land as per document is 4 hectares and 8 Ares equivalent to 40,800 Square Meters (439167.528 square feet) and the aggregate area of the Larger Project Land as per VII/XII uttarah is 03 Hectares 52.23 Ares equivalent to 35323 Square Meters (380213.608 square feet).

- B. By and under a Joint Development Agreement dated 7th March, 2017 (hereinafter referred to as "**JDA**") and registered as document no. 6694/2017 at the office of the Sub Registrar in Kondhwa, Budruk, within Registration Sub District of Taluka Haveli, District Pune together with Power of Attorney of even date registered as document no. 6695/2017 at the office of the Sub Registrar in Kondhwa, Budruk, within Registration Sub District of Taluka Haveli, District Pune, the Landowner has assigned the absolute and exclusive development rights in respect of the Larger Project Land in favour of the Promoter herein, on the terms and conditions set out in the said JDA, pursuant to which the Promoter intends to carry out phase-wise and segment-wise development of the residential project on the Larger Project Land. The Promoters have the sole and executive right to sell the units allocated to them in the said building(s) to be constructed on the Larger Project Land and to enter into Agreement(s) for Sale with the allottees of the units to receive the sale price in respect thereof.
- C. The title of the Landowner with respect to the Larger Project Land is more particularly described in the Title Certificate dated 19th January, 2018 as issued by Wadia Ghandy & Co. As the Title Certificate is voluminous, the same is concised and is annexed hereto as **Annexure -1**. The Title Certificate is also available on Maha Rera Website at <https://maharera.mahaonline.gov.in>. Copies of the revenue records pertaining to the Larger Project Land are annexed hereto and marked as **Annexure -1A**.
- D. The Promoter has disclosed and the Allottee is aware that the Larger Property is being developed as per the revised master layout issued by Pune Municipal Corporation ("**PMC**") for construction of the project comprising multi-storied residential complex vide approval dated 6th April 2022 (Sanctioned Master Layout Plan), a copy of which is annexed to this Agreement and marked as **Annexure - 2**. PMC has also issued a commencement certificate dated 6th April 2022 bearing no. CC/0046/22 (the "**Commencement Certificate**"), a copy of which is attached to this Agreement and marked as **Annexure - 3**. The Promoter has further disclosed that the Larger Project Land will be developed

as a single layout in a phase-wise manner. The Promoter is developing the Larger Project Land in multiple phases comprising 3 Buildings consisting Towers 1 to 13 and 1 LIG Building along with Clubhouse and other common areas, amenities and facilities ("**Larger Project**"). The entire development on the Larger Project Land / the Larger Project including the present phase is named as "**Provident Kenvista T 10**". The Promoter has however reserved its rights to provide different names for individual building.

- E. The Promoter has disclosed that the development on the Larger Project Land will be taken up by exploiting the full development potential of the Larger Project Land, including but not limited to by way of inter alia - (a) utilising, consuming and loading the current, enhanced, future, balance FSI and FSI nomenclated in any manner whatsoever including premium / paid FSI, fungible FSI, additional FSI, transferable development rights ("**TDR**"), special FSI, compensatory FSI, incentive FSI, and any other development potential as may be available under applicable law and any other FSI/TDR including TDR that may be acquired in any manner; (b) utilising, consuming and exploiting all the benefits, potential, yield, advantages presently available and/or that may be available in future for any reason whatsoever and/or any other rights, benefits or any floating rights which is or are and or may be available in respect of the Larger Project Land or elsewhere and/or any potential that is or may be available on account of the existing provisions and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable law, or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law; (c) subject to applicable law, dealing with, disposing of by way of marketing, transferring, alienating, encumbering and/or mortgaging by way of sale, lease, mortgage, hypothecation or any other manner howsoever as may be permitted under applicable law; and (d) by clubbing/amalgamating the development of the Larger Project Land (or part thereof) with adjoining properties as available. It is further clarified that Future Buildings may be located anywhere on the Larger Project Land subject to receiving necessary approvals from the relevant Authority.
- F. The Promoter further discloses and the Allottee is aware that subject to the receipt of approvals/sanctions from the Pune Municipal Corporation ("**PMC**") and/or other competent authority(ies), the Promoter proposes to carry out construction on the Larger Project Land by consuming such FSI / development potential as may be available from time to time. In relation to this, the Promoter is entitled to amend, modify and/or substitute the Master Layout, in full or in part, as may be required/ permissible under the applicable law from time to time. The Promoter has prepared and the Allottee has perused the proposed layout plan (for brevity referred to as "Proposed Master Layout") of the Larger

Project Land which is annexed hereto and marked as Annexure 4, which, inter alia, specify the tentative location/ buildings/ floors of the buildings to be constructed as part of the Larger Project, the common areas and amenities, and reservations, on the Larger Project Land.

- G. The Promoter shall be entitled to deal with the concerned authorities with respect to the development and handing over of the reservations and any relaxations or benefits accruing or arising therefrom shall be to the benefit of the Promoter. It is also clarified that the reservations to be developed on the Larger Project Land from time to time may change, the law relating to handing over of reservations may change, the location of the reservations may change either on account of change in law or on account of shifting by the Promoter, quantum and extent of the reservations may change and the Promoter may be entitled to develop the reservations from time to time as per applicable law. It is also clarified that in the event of any change in policy or the relevant rules and regulations, the policy, rules and regulations as may be applicable at the relevant time shall be followed and development/handling over will be undertaken accordingly. It is further clarified that the location of the Clubhouse or amenities to be provided may also change and the Promoter shall have absolute discretion in this regard.
- H. The Promoter has engaged the services of qualified Architects and has entered into standard agreement/s with an Architect registered with Adva Studio Private Limited.
- I. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Project.
- J. Out of the residential towers being developed on the Larger Project Land, the Promoter is developing Tower ____ on a portion of the Larger Project Land and hereinafter referred to as "**Project Land**", more fully described in Part 2 of the Schedule – A. The said Project has been registered as a 'real estate project' ("the **Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued a Certificate of Registration bearing No. _____ ("**the RERA Certificate**") for the Real

Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "5" hereto.

- K. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Project Land including the Project Land in a phase-wise manner. The Allottee has also examined all documents recited hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- L. The principal and material aspects of the development of the Project are briefly stated below:
- The name of the Project shall at all times be known as "**Provident Kenvista T 10**".
 - The Project consists of 1 (one) tower/ wing of the Residential Building known as Tower ____.
 - Tower ____ of the Residential Building comprises ____ floor and ____ upper floors out of which ____ floors have been sanctioned by PMC.
 - The Project shall comprise of apartments and flat/s and tenement/s as per the details provided herein below:
- | Building Nos. | Total No. of Flats/Units | Floors |
|---------------|--------------------------|-------------------|
| | ____ (Sanctioned) | ____ (Sanctioned) |
| | ____ (Proposed) | ____ (Proposed) |
- Total FSI of ____ square metres has been proposed for consumption in the construction and development of the Residential Building of which FSI ____ square meters has been sanctioned.
 - The plinth area of the Residential Building in the Larger Project Land is ____ Sq Meters (the "**Project Land**")
 - The Promoter will develop certain common areas and amenities which may be part of the Residential Building. These common areas and amenities provided in the Project are for the benefit of all the Allottees of flats in the Project as well as the Allottees of premises in the other projects forming part of the Larger Project Land.
- M. Being desirous of acquiring a flat/premises in the Project Building being constructed in the Project, the Allottee(s) has/have approached the Promoter and requested to allot to him/her/it/them an apartment in the Project as described in **Part D of Annexure - 7, ("Said Premises")** the typical floor plan

of which apartment is more particularly described in **Annexure 6** attached to this Agreement. Along with the allotted unit, the Purchaser shall be also be allotted parking space(s) as mentioned in **Part D of Annexure - 7**.

- N. Pursuant to discussions and negotiations between the Allottee(s) and the Promoter, the Allottee(s) is/are desirous of purchasing and acquiring from the Promoter and the Promoter has agreed to allot and sell to the Allottee(s) the Said Premises for the Sale Consideration and on the terms and conditions hereinafter appearing.
- O. The Allottee(s) has/have requested inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee(s) and/or the Allottee(s) Advocates/consultants:
- (i) All documents of title relating to the Larger Project Land;
 - (ii) All the documents mentioned in the Recitals hereinabove;
 - (iii) All the approvals and sanctions of all relevant authorities for the development of the Larger Project Land and construction of the Project Building thereon and also building plans (Sanctioned and Proposed), floor plan, designs and specifications prepared by the Promoter's Architects Adva Studio Private Limited and as approved by the Metropolitan Commissioner and Chief Executive Office, PMC;
 - (iv) Title Certificate;
 - (v) Revenue Records pertaining to the Larger Project Land; and
 - (vi) All other documents as required to be disclosed to the Allottee(s) under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and rules thereunder.
- P. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale in respect of the Said Premises agreed to be sold to the Allottee(s) and is also required to register this Agreement under the provisions of the Registration Act, 1908. .
- Q. The following are Schedules and Annexures attached to this Agreement and form an integral part of the Agreement.

1	Schedule - A	Description of Larger Project Land
2	Schedule - B	Details of RERA Account
3	Schedule - C	Specifications
4	Schedule - D	List of Facilities and Amenities
5	Schedule - E	Payment Plan

6	Schedule - F	Additional Charges
7	Schedule - G	Definitions and Interpretations
8	Schedule - H	Warranty Exceptions
9	Schedule - I	Allottee Covenants
10	Schedule - J	Nominees
11	Annexure - 1	Revenue Record Extracts
13	Annexure -2	Sanctioned Layout Plan
14	Annexure- 3	Commencement Certificate
15	Annexure - 4	Proposed Layout Plan
16	Annexure - 5	RERA Certificate
17	Annexure - 6	Typical Floor Plan of Said Premises
18	Annexure - 7	Details

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, AND THE PARTIES INTENDING TO BE BOUND LEGALLY HEREBY AGREE AS FOLLOWS

The above recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in operative session of this Agreement are only for convenience and are not intended in derogation of RERA.

1. CONSTRUCTION AND COMPLETION OF PROJECT

- (a) The Promoter shall construct the Project Building containing such floors as set out in the recital L (iii) above, in accordance with the plans, designs and specifications provided in this Agreement as approved by PMC from time to time.
- (b) Provided that the Promoter shall have to obtain prior written consent of the Allottee(s) in respect of any variations or modifications that may adversely affect the Said Premises except, any alterations, modification or additions as may be required by the Government authorities or due to change in law or any changes as contemplated by any of the disclosures already made to the Allottee in this Agreement.

- (d) The Allottee(s) further acknowledge(s) and confirm(s) that the Promoter may, at any time, vary/modify the layout plan, building plan in such manner as Promoter may in its sole and absolute discretion deem fit, subject to receiving necessary approvals from relevant Authorities.
- (e) Subject to Allottee(s) having complied with the obligations under this Agreement and there being no Force Majeure circumstances, Promoter shall complete the Project by the Completion Date. Allottee confirms and agrees that Promoter is entitled to apply for obtaining an extension of a maximum of 12 (twelve) months for completion of the Project as provided for under the Act. The Promoter has informed the Allottee(s) and the Allottee(s) is aware, despite the Completion Date provided above, the Promoter shall endeavour to complete the development of this Phase of the Project on or before 31.03.2027 ("*Early Date*"). Notwithstanding anything contained herein, the specified date for completion of the Project under Section 18 of the Act would be the extended date provided by the Authority and the Allottee rights are correspondingly deferred for the period of the extension.
- (f) **Force majeure**
- The Promoter shall be entitled to reasonable extension of time for giving delivery of the Said Premises , if the completion of Project in which the Said Premises is to be situated is delayed on account of Force Majeure conditions such as the follows :-
- (i) War, civil commotion or act of God;
 - (ii) Any notice, order, rule, notification of the Government and /or other public or competent authority

2. DISCLOSURES

2.1 The Allottee(s) agree(s), declare(s) and confirm(s) that:

- (a) **Title**
- (i) The Promoter has made full and complete disclosure of the title of the Larger Project Land and the Allottee(s) has/have taken inspection of all relevant documents and has/ have been provided with all the relevant information and documents.
 - (ii) The Allottee(s) has satisfied himself/herself/itself/themselves about the title of the Owners to the Larger Project Land and the right of the Promoter to develop the Larger Project Land.

(b) *Approvals*

- (i) The Allottee(s) has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued by the sanctioning authority in respect of development of the Project.
- (ii) The Allottee(s) has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the layout of the Project, the Project Building including Sanctioned Plans, Common Areas, and amenities provided in the Project (as mentioned in **Schedule - D** attached to this Agreement and hereinafter referred to as the "**Facilities and Amenities**").
- (iii) The Allottee(s) has/have satisfied himself/herself/itself/themselves with respect to the fixtures, amenities and fittings to be provided in the Said Premises, as listed in **Schedule - C** attached to this Agreement and hereinafter referred to as "**Specifications**". The Allottee agrees and acknowledges that the Promoter shall be solely entitled, at its discretion, to determine the brand of products finally used, from amongst the brands specified in **Schedule - C** or such other equivalent brand. Allottee(s) has/have confirmed that they have sought and been given all necessary details pertaining to the Specifications and confirm that they are satisfied with the Specifications, and further undertake not to raise any objection or lodge any complaint in respect thereof.
- (iv) The Allottee(s) has/have satisfied himself/herself/itself/themselves with respect to the designs for construction on the Project Land. The Allottee(s) confirm that he/ she /it/they understand the scope and extent of development, construction and layout of this Phase of the Project, within which the Said Premises is located.
- (v) The Allottee(s) further agree, undertake and acknowledge that the scope and extent of this Agreement is limited to the Project and Said Premises and consequently, the Allottee(s) shall not demand or require the Promoter to commence or complete any work in relation to development activity on the Larger Project Land and agree not to make any claims in this regard.

3. **AGREEMENT TO PURCHASE & SALE CONSIDERATION**

- 3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Said Premises detailed in **Part D of Annexure 7** (hereinafter referred to as the "**Said Premises**").

3.2 *Sale Consideration*

- (a) Allottee(s) hereby agrees to purchase the Said Premises for an aggregate sale consideration more fully described in **Part E of Annexure 7** (the "**Sale Consideration**") excluding Taxes as well as Additional Charges. Payment of all Additional Charges along with applicable taxes is an integral part of the obligations and duties of the Allottee(s) and failure to pay the Additional Charges or any part thereof shall be deemed to be a material breach of the Allottee(s) obligations herein.
- (b) It is expressly clarified however that, charges towards electricity meter deposit, meter installation, service line charges, transformer charges, deposit towards Water, Electric, and other utility and services connection charges and infrastructure charges are not included in the Sale Consideration and will be calculated prior to possession.
- (c) In addition to the Sale Consideration and Taxes, the Allottee(s) shall pay all charges mentioned in **Schedule - F** ("**Additional Charges**"). The Additional Charges plus applicable Taxes, which will be calculated when the demand is raised and shall be paid in full, within 15 (fifteen) days from the date of the demand.
- (d) The Sale Consideration shall be escalation-free. Provided however, the Allottee(s) agrees to pay any increase on account of development charges payable to any Authority or any Taxes levied or imposed by an Authority from time to time. Promoter agree to provide a link/reference to the notification/rule/order for effecting an increase in development charges and/or cost/charges imposed by an Authority along with the demand letter issued to the Allottee(s). The Sale Consideration is negotiated between Allottee(s) and Promoter and mutually agreed upon. Consequently, the Allottee(s) shall have no right to renegotiate or claim a refund of the Sale Consideration in comparison with the other Allottees of apartments in the Project for any reason whatsoever. Allottee(s) shall be liable to pay the amounts so demanded within 7 (seven) days of the date of the demand, failing which the Promoter shall be entitled Interest on the amounts outstanding.

3.3 *Advance & Payment Plan*

Simultaneous with the execution and registration of this Agreement, the Allottee has paid to the Promoter an **Advance Payment**, being part payment of the Sale Consideration, the receipt of which the Promoter hereby acknowledges. The Allottee has agreed to pay to Promoter the balance of the Sale Consideration in the manner agreed upon and set out in the payment plan in **Schedule - E** (the "**Payment Plan**") attached to this Agreement.

3.4 *Taxes & Deductions*

- (a) In addition to Sale Consideration, Allottee(s) is liable to pay to the relevant Authority or pay/reimburse to the Promoter, all Taxes including stamp duty, registration charges, goods and services tax ("*GST*"), all levies, duties, cesses and/or any indirect tax applicable thereon from time to time .
- (b) The Allottee(s) shall deduct tax at source ("*TDS*") from each instalment of the Sale Consideration as required under the Income-tax Act, 1961 and shall provide Promoter with the challans /receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

3.5 *Other Amounts*

- (a) In addition to Sale Consideration and Taxes, the Allottee(s) shall pay all other amounts mentioned herein including the amounts mentioned in **Schedule - F** ("*Additional charges*") attached to this Agreement, upon Occupation Intimation. The Additional Charges as stated exclude Taxes, which Taxes shall be calculated at the time of raising a demand. Allottee(s) shall pay the Additional Charges in full, together with applicable Taxes thereon within 7 (seven) days from the date of the Occupation Intimation.
- (d) It is also clarified that the Allottee shall solely be liable to pay all Additional Charges within 15 (fifteen) days of receiving the demand raised by Promoter.
- (e) Any unspent balances, after settlement and reconciliation of expenses incurred by the Promoter, from the amounts paid by the Allottee(s) to the Promoter in accordance with **Schedule - E** shall be transferred to the Apex Society, at the time of handing over maintenance of the Project to the Apex Society.
- (f) **Schedule - F** does not include amounts due on account of electricity, gas and other utility bills for the Said Premises and the Allottee(s) shall solely be liable to pay all such demands and amount separately and independently.

3.6 *Corpus & Maintenance Charges*

- (a) Promoter shall be entitled to use the corpus fund specified in **Schedule - F** for payment of maintenance, taxes, and other outgoings due and payable. Promoter is also entitled to use the corpus fund against any outstanding amounts due from the Allottee(s) to Promoter in respect of the sale and purchase of the Said Premises.
- (b) If the corpus fund shall fall deficient and there is surplus under any other head within the heads of account stated in **Schedule - F** Promoter shall be entitled to adjust the deficiency against such surplus. In case there shall be a deficit in

the corpus fund, Allottee(s) shall forthwith on demand pay to Promoter his/her/its/their proportionate share to make up such deficit.

- (c) The amounts and charges mentioned in **Schedule - F** are indicative. In the event additional deposits, charges and/or amounts are payable, Allottee(s) undertakes to pay all such amount in full and without demur within 10 (ten) days of receiving a written demand notice from Promoter.
- (d) The Allottee(s) shall also pay to Promoter his/her/its/their proportionate share of the amounts towards title insurance charges at actual basis, operation and maintenance of Common Areas as well as Facilities and Amenities along with an additional 15% (fifteen percent) service charge (applicable as on date or such other rate as may be applicable from time to time) plus applicable Taxes thereon on the Project Land irrespective of whether the Allottee(s) has taken possession of the Said Premises or not.

3.7 *Permissible Deviation*

- (a) The Said Premises is agreed to be sold on the basis of Carpet Area only.
- (b) The Promoter shall confirm the final Carpet Area that has been sold to the Allottee after the construction of the Project Building and Said Premises is complete and Occupancy Certificate is granted by the Authority. Promoter shall furnish written details of variations (if any) in the final Carpet Area of the Said Premises, subject to a variation cap of 3% (three percent), which shall be dealt with in the manner set out in Clause 3.8 below.
- (c) Due to design and construction exigencies and/or the inherent properties of concrete and other materials used in the construction process including walls, columns, beams and slabs, the actual carpet area of the Said Premises may reduce from the carpet area mentioned herein by up to 3% ("**Permissible Deviation**"). If the difference in Carpet Area is less than 3% of the Carpet Area mentioned herein at the time of offering the possession of the Said Premises, then the Sale Price shall be proportionately reduced and the excess Sale Price, with annual interest at the rate specified in the Rules shall be refunded to the Allottee within 45 (forty five) days from the date of final calculation of the Carpet Area.
- (d) Provided however that any interest payable by the Promoter to the Allottee on this account may be set-off by the Promoter from the final instalment payable by the Allottee, in accordance with **Schedule - D** attached herein. In the event the actual Carpet Area exceeds the Permissible Deviation, the Promoter shall be entitled to include the excess amount in its next payment notice to the Allottee and the Allottee shall pay the excess amount to the Promoter in

accordance therewith. All monetary adjustments shall be made at the same rate per square meter as agreed at the time of execution and registration of this Agreement.

3.8 The Promoter may appoint a third party/agency/contractor/manager to operate and maintain, on an on-going basis, the Project Building including the Facilities and Amenities and limited common areas, if any, on such terms and conditions as it may deem fit. The expenditure incurred on the above account shall be met from the charges paid by the Allottee as per **Schedule - F** or such further demands made on this account, in the event the initial fund collected is exhausted.

3.9 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to any Authority and/or any other increase in charges which may be levied or imposed by an Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by an Authority, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that regard along with the demand letter, which shall only be applicable on subsequent payments unless the said notification/order/rule/regulation requires otherwise. The Allottee shall be liable to pay the amounts so demanded within 10 (Ten) days of the date of the demand, failing which the Promoter shall be entitled for interest at the then current SBI MCLR + 2% on such unpaid amount.

3.10 The Promoter may allow, in its sole discretion and on such terms as the Promoter shall deem appropriate, a rebate for early payments of equated monthly instalments payable by the Allottee. Nothing contained in this Clause shall bind or be deemed to bind Promoter to any statements or offers presented as a part of marketing campaigns, special offers or promotions which may be offered by Promoter in due course of its business.

3.11 Allottee authorizes Promoter to unconditionally adjust/appropriate payments made by him/her/it/them under any head(s) of dues, if any, lawfully outstanding, in his/her/its/their name as the Promoter may in its sole discretion shall deem fit.

3.12 *Mode of Payment*

(a) On a written demand being made by Promoter upon Allottee(s) with respect to an amount payable under this Agreement, the Allottee(s) shall pay such amount to Promoter, within 10 (Ten) days of the Promoter's said written demand, without any delay, demur or default.

- (b) Allottee(s) shall make all payments due and payable to the Promoter together with relevant Taxes by way of an account payee cheque, or demand draft, or pay order, or RTGS, or NEFT, or any other legally permissible instrument drawn in favour of/to the Designated Account of the Promoter. In case of cheque or Demand Draft payable outside Pune, collection charges will be debited to the Allottee's account and credit for such payment made will be given on actual credit of the amount from the bank. In the event of a cheque being dishonoured upon presentation, a sum of ₹ 5000 (Rupees Five Thousand Only) would be debited to the Allottee's account, for the first instance a cheque is dishonoured. A sum of ₹ 10000 (Rupees Ten Thousand Only) would be debited to the Allottee's account for every subsequent instance of a cheque being dishonoured. Promoter's rights herein are without prejudice to Promoter's rights and remedies under applicable law and under this Agreement. In the event a cheque issued by Allottee(s) is dishonoured twice, not in succession, the Promoter shall be entitled to reject payment by cheque and demand payment by way of Demand Draft or NEFT or RTGS only.

3.13 *Loans & Mortgage*

- (a) The Allottee(s) shall be entitled to avail loan from a bank/ financial institution and to mortgage the Said Premises by way of security for repayment of the said loan to such bank / financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee(s) has/have defaulted in making payment of the Sale Consideration and/or Additional Charges payable by the Allottee(s) under this Agreement.
- (b) All the costs, expenses, fees, and Taxes in connection with procuring and availing of the said loan, mortgage of the Said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Said Premises, shall be solely and exclusively borne and incurred by the Allottee(s). The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (c) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and all such agreements and contracts shall be subject to and ratify the right and entitlement of Promoter to receive the balance Sale Consideration and Additional Charges payable by the Allottee(s) under this Agreement.

3.14 *Compliance with Foreign Exchange Laws*

It is abundantly made clear to the Allottee(s) who is a non-resident/foreign national of Indian Origin, that in respect of all remittances towards purchase of the Said Premises, it shall be the Allottee(s) sole responsibility to comply with applicable provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee(s) understands and agrees that in the event of any failure on Allottees part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Allottee(s) shall alone be liable for any action that may be initiated by an Authority under applicable law. Promoter shall not, under any circumstances, be held liable for the actions or omissions of the Allottee(s) in this regard Allottee(s) agrees to indemnify and keep indemnified the Promoter from any loss or damage caused to the Promoter in this regard.

4. **TIME IS OF THE ESSENCE**

4.1 Time is of the essence of this Agreement for the Parties.

4.2 The Promoter shall adhere to the time schedule for completing the Project, including but not limited to handing over possession of the Said Premises to the Allottee after receiving part Occupancy Certificate, Occupancy Certificate, or Completion Certificate as permitted under applicable law.

4.3 Time being of the essence for the Allottee(s) as well, the Allottee(s) undertakes to pay all amounts due and payable by the Allottee(s) to Promoter, including but not limited to Sale Consideration in accordance with the Payment Plan and/or Additional Charges thereby enabling the Promoter to complete the Project in a timely manner.

5. **FSI USAGE**

5.1 The Allottee(s) has/have been informed and is/are aware that the buildable area has been sanctioned for the Project on the basis of the available Floor Space Index ("FSI") on the Larger Project Land and accordingly Promoter intends to develop the Larger Project Land in multiple phases, at its discretion.

- 5.2 The Allottee(s) hereby agrees, accepts and confirms that subject to the receipt of approvals/sanctions from the Sanctioning Authority and/or other competent authority(ies), the Promoter may carry out construction on the Larger Project Land by consuming such FSI/development potential as may be available from time to time upon the Larger Project Land or due to change in the applicable law or policy of Sanctioning Authority and/or other competent authority(ies), or otherwise, on any other portion of the land comprising the Larger Project Land, as the case may be. In relation to this, the Promoter is entitled to amend, modify and/or substitute the Master Layout as per the ***Proposed Master Layout Plan***, in full or in part and the Allottee has agreed to purchase the Said Premises based on the unfettered and vested rights of the Promoter in this regard.
- 5.3 Allottee(s) acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Larger Project Land taking into account the FSI to be utilized for all buildings to be constructed thereon. Promoter may in its sole discretion, allocate such FSI for each of the buildings being constructed on the Larger Project Land and Allottees (including the Allottee) of apartment(s)/flat(s)/unit(s) in his/her/their/its capacity as a Allottee / allottee and as a prospective member of the Building Society / Apex Society shall not dispute the allocation of FSI by the Promoter nor claim any additional FSI or buildable area in respect of the Project Building, Phase Buildings and/or Future Buildings.

6. EVENTS OF DEFAULT

6.1 *Default by Developer*

In the event Promoter fails to issue Possession Intimation on or before Possession Date, Allottee(s) shall, at his/her/its/their discretion:

- (a) be entitled to continue with this Agreement and in such case, Promoter agrees to pay to Allottee(s) who do/does not intend to withdraw from the Project, Interest on the Sale Consideration paid by Allottee(s) under the Payment Plan. Interest shall be payable for every month of delay or part thereof, from the Possession Date, till the date of handing over of possession in accordance with Applicable Law; or
- (b) be entitled to terminate this Agreement with 30 (thirty) days prior written notice to Promoter, upon the expiry of which this Agreement shall stand terminated, relieving Parties of their liabilities and obligations hereunder, except for such obligations that explicitly survive termination of this Agreement. Upon termination, Promoter shall, within 30 (thirty) days from the

date of termination, refund to Allottee(s) the Sale Consideration received till that date, together with Interest, subject to execution and registration of the Deed of Cancellation and such other deeds documents and writings for cancellation of this Agreement.

- (c) On such termination notice being issued by Allottee(s), Promoter will be entitled to deal with Said Premises without any reference to Allottee(s) and notwithstanding Allottee(s) not having executed the cancellation agreement.

- 6.2 Allottee(s) further agrees and undertakes that upon termination of this Agreement as specified in Clause 6.3(b) and (c), Allottee(s) shall sign or execute all necessary documents as may be specified by the Promoter, including irrevocable special powers of attorney or other forms of authorization enabling Promoter to obtain cancellation of this Agreement before the relevant jurisdictional Authority. All costs and expenses associated with and incurred by Promoter in obtaining cancellation of this Agreement shall be borne solely by Allottee(s), which amounts shall be set-off and deducted from the final amount to be refunded to Allottee(s) under Clause 6.1(b).

6.3 *Default by Allottee(s)*

- (a) Without prejudice to Promoter's right to charge Interest on payments delayed by Allottee(s), in the event Allottee(s) fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter will issue the first notice in writing to Allottee(s), by Registered Post AD, or courier with proof of receipt to the last known address provided by Allottee(s), and by email at the email address provided by Allottee(s), notifying him/her/them/it of the default and allow Allottee(s) 15 (fifteen) days to remedy the said default in full and without deductions.
- (b) If Allottee fails to remedy the default pursuant to the first notice, Promoter will issue a second notice and if allottee fails to remedy the default, the Promoter shall issue a third and final notice to Allottee(s) requiring Allottee(s) to remedy the default within 15 (fifteen) days. In the event Allottee fails to remedy the default pursuant to three (3) reminder notices by the Promoter, the Promoter shall be entitled to terminate the Agreement with immediate effect without any further reference or notice to the Allottee(s). The provisions of Clause 6.4 below shall then apply.
- (c) In continuation of Allottee(s) statutory obligations under Section 19(7) of the Act, Allottee(s) shall be liable to pay Interest on all delayed payments which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement. Notwithstanding anything, any payments made by the Allottee (s) to the Promoter would be first appropriated towards the payment

of interest due if any and the residual amounts will be adjusted against payments due and the Allottee (s) will be liable to make good any deficit towards payments due.

6.4 *Consequences of Default by Allottee(s)*

- (a) Upon termination of this Agreement by the Promoter as set out in Clause 6.3 above or pursuant to termination under Clause 6.5(b) and (c) below, Promoter shall refund to Allottee(s) amounts paid towards Sale Consideration for Said Premises, after deducting the Advance Amount as liquidated damages.
- (b) Allottee(s) agrees and acknowledges that his/her/their/its statutory obligation under Section 19(6) of the Act to make timely payments is of the essence and Allottee(s) failure to do so constitutes an actionable claim under Section 31 of the Act. Allottee(s) also agrees that deduction of the amounts stated in Clause 6.4(a) above is a legitimate and genuine estimate of the loss suffered by Promoter as a result of Allottee's default.
- (c) If this Agreement is terminated pursuant to Clause 6.3(b) above or Clauses 6.5(b) and (c) below, Promoter agrees to refund the balance amount after deducting the Advance Amount, within a period of 30 (thirty) working days from the date of the registration of the Deed of Cancellation and such other deeds documents and writings for cancellation of this Agreement or Promoter confirming in writing that Allottee's refund claim has been initiated, whichever is later.
- (d) Notwithstanding anything stated herein, Promoter shall not be required to pay or refund any amount on this account unless and until Allottee(s) executes all necessary documents evidencing cancellation of this Agreement, including registration of the cancellation agreement if necessary.

6.5 *Termination for Convenience*

- (a) If Allottee(s) desires to terminate this Agreement for no cause, Allottee(s) shall request the Promoter to terminate this Agreement, which request shall be in writing. Parties agree that a request for termination shall not automatically terminate this Agreement.
- (b) Upon receiving a request for termination, the Promoter may accept such notice provided Allottee(s) has fulfilled the following conditions, namely:
 - (i) Has handed over originals of this Agreement and all related documents within 7 (seven) days from the issuance of the termination request; and

(ii) Has executed the cancellation agreement in the format required by Promoter and present himself/herself/itself/themselves for registration of the cancellation agreement, if required.

(c) Upon both these conditions being complied with to the satisfaction of Promoter, the Agreement shall stand cancelled and terminated and Promoter will initiate the refund process according to Clause 6.4(a) and (c) above.

(d) Promoter shall not be liable to pay Interest on the said refund amount.

(e) Promoter will be entitled to deal with the Said Premises in any manner whatsoever, without any reference to Allottee(s), notwithstanding Allottee(s) not having executed the cancellation agreement and or registering the same in case this Agreement is registered.

6.6 Repayment of Housing Loan & Deficit Liability

(a) If Allottee(s) has/have taken housing loan facility from any financial institution or bank, then Promoter shall pay the refund amount directly to such financial institution or bank, and such payment shall constitute due and valid refund to the Allottee(s).

(b) Allottee(s) undertakes and agrees that any deficit or shortfall in amounts payable to a bank or other financial institution that has sanctioned a home loan to Allottee(s) for purchase of the Said Premises shall be paid by the Allottee(s) to such bank or financial institution directly. Promoter shall not be liable for any such deficit amounts and Allottee(s) hereby agrees to fully indemnify Promoter against any claims made in relation thereto.

7. CONVEYANCE

7.1 Allottee(s) undertake(s) that the Allottee(s), shall strictly comply with their duties under Sections 19(6), (10), and (11) of the Act and undertake(s) to pay all balance amounts due under this Agreement and take possession of the Said Premises within 3 (three) months of the Possession Intimation.

7.2 Procedure

(a) In continuation of the Allottee(s) duties under Sections 19(6), (10), and (11) of the Act and consequent upon Promoter issuing the Possession Intimation, Allottee(s) shall make all payments due under this Agreement, including but not limited to all Additional Charges, and sign such documents as may be

required including signing of undertaking.

- (b) In the event Allottee(s) fails to take possession within 90 (ninety) days from the date of Possession Intimation, Allottee(s) shall be deemed to have breached Allottee's obligations under this Agreement and the Act. Consequently, the provisions of Clause 6.3 and Clause 6.4 shall apply, without prejudice to any other rights or remedies available to the Promoters under Applicable Law and/or this Agreement.
- (c) However, if Promoter does not terminate this Agreement, the Allottee(s) is liable to pay all applicable Taxes, Additional Charges, charges for electricity, property taxes, municipal taxes and levies, maintenance charges, and Interest on all outstanding amounts under this Agreement or under Applicable Law, from the date of Possession Intimation till the date Allottee(s) takes possession of the Said Premises. Further, the Allottee(s) shall also be liable to pay demurrage charges to the Promoter at the rate of Rs.5000/- (Rupees Five Thousand Only) per day from the expiry of time provided for taking possession till such time the Allottee(s) actually takes possession of the Said Premises.

8. RESTRICTION ON TRANSFER

- 8.1 Allottee(s) shall not be entitled to sell, transfer, assign, and/or deal with or dispose of the Said Premises after the execution and registration of this Agreement and prior to Possession Date, except upon receiving the written consent and approval of Promoter to such sale, transfer, or assignment.
- 8.2 In the event of a request from Allottee(s) to this effect, Promoter shall be entitled to impose such terms and conditions as Promoter deems suitable and necessary, including but not limited to a transfer fee amounting to 2% (Two Percent) of the Sale Consideration payable to Promoter as a condition precedent to granting permission for the transfer.

9. RIGHTS RESERVED TO THE PROMOTER

- 9.1 The Promoter shall, at the appropriate time of development, be entitled to designate any spaces/areas on the Larger Project Land, the Project Building or any part thereof (including on the terrace and stilt/podium levels of the Project Building) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) for the benefit of and use by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other

method as the Promoter may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, and towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and utilised in common by occupants of units/premises in the Project Building and/or the Larger Project Land. The Promoter and its workmen/agents/contractors/employees and third-party contractors appointed by the Promoter shall be entitled to access and service such infrastructure and utilities over the Larger Project Land without any claim, demand or objection by the Allottee.

- 9.2 The Promoter or its assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within or upon the Project.
- 9.3 Notwithstanding anything contained in this Agreement, the Promoter shall have an irrevocable and perpetual licence to all air rights and branding rights upon the Project. Promoter shall also have the irrevocable and perpetual right to designate and brand the Sanctioned Project as a "Puravankara" project, or a "Provident" project, as applicable. The Promoters or their nominees or assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within and/or on top of each/every block of Sanctioned Project, or at any location on the Project Land.
- 9.4 The name of the Project shall not be changed under any circumstances. However, the Promoter will be entitled to make changes to the name of the Project or give different names for each of the buildings/towers/wings comprised in the Project in accordance with applicable law, rules and regulations in this regard. The Allottee(s) shall not, directly or indirectly, make, cause to be made or permit any change to the name of the Project (as determined by the Promoter) under any circumstances whatsoever. The Allottee(s) hereby confirm that he/she/it/they have no right, title or interest of any nature in the Brand Name of the Promoter, which shall at all times remain vested solely in the Promoter.
- 9.5 In the event any unit in the Project is unsold/unallotted on completion of the Project, the Promoter shall not be liable or required to bear and/or pay any Additional Charges in respect thereof, save and except the municipal taxes at

actuals and outgoings per month for the unsold premises (levied on the unsold premises).

10. DEFECT LIABILITY & REMEDIATION

10.1 Subject to the Allottee(s) adhering strictly to the apartment use and maintenance manual, normal wear and tear, and Warranty Exceptions, if within a period not exceeding 5 (five) years commencing from date of issue of Occupation Certificate for the Project or 5 (five years) from the date of intimation of possession whichever is earlier, Allottee(s) brings to the notice of Promoter any structural defect in the Said Premises or the Project Building, or any defects on account of workmanship, or structural defects, then:

- (a) where such defect or damage is on account of and attributable solely to the Promoter failing to exercise diligence in construction of the Said Premises and/or Building within which the Said Premises is located, the Promoter shall rectify the identified defect at its own cost; or
- (b) where such defect or damage has occurred on account of the Allottee(s) failing to maintain the Said Premises and/or Society failing to maintain all Common Areas of the Project and/or Common Amenities and Facilities of the Project at the standard mandated by the Promoter at the time of handing over possession, the Promoter shall provide the Allottee(s) and/or Association an estimate of the cost of repairs, and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified.

10.2 In the event Promoter fails to rectify defects identified in accordance with Clause 10.1(a) above, Allottee(s) shall be entitled to receive actual costs incurred by the Allottee(s) in undertaking rectification of such defects.

10.3 The Promoter shall, however, not be responsible or liable to comply with its obligations stated in Clause 10.1 above, if the Allottee(s) and/or Association has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in the Said Premises / Tower and/or the defects are on account of the acts or omissions on the part of the Allottee(s) or the other Allottee(s) of Apartments or acts of third parties.

10.4 Provided always that, if any structural defect or damage is found to have been caused due to:

(a) any act of omission or commission of the Allottee(s) or any other Allottees of apartments in the Project, or

(b) due to the negligence of the Allottee(s) or any other Allottees of

apartments in the Project or his/her/their/its agents, or

(c) structural defects caused or attributable to the Allottee(s), including but not limited to carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load; or

(d) using the apartment in any manner other than as intended under this Agreement or such other reasons attributable to the Allottee(s),

Then the Promoter shall not be liable to remedy/rectify/repair/replace the arising defects, whether structural or not.

10.5 The Allottee(s) shall use or permit the Said Premises or any part thereof to be used as a personal residence only and any non-residential use absolves the Promoter of all liability under this Clause 10. The Allottee(s) further undertakes that he/she/they/it shall use the Allottee(s) Parking Space only for purpose of keeping or parking his/her/their/its vehicle and shall not rent, sub-let or otherwise permit use of the Parking Space for any other purpose whatsoever.

11. FORMATION OF BUILDING SOCIETY

11.1 *Building Society*

(a) Allottee(s) shall, along with other Allottees of unit in the Project, join in forming and registering a co-operative housing society in respect of the Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder (the "**Building Society**") and in accordance with the provisions of the Act.

(b) For this purpose, Allottee(s) shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Building Society (the "**Society Documents**") and for becoming a member thereof, including the bye-laws of the Building Society. Allottee(s) shall fill in, sign and return the Society Documents to the Promoter within 7 (seven) days of it being made available to the Allottee(s), so as to enable the Promoter to register the Society. Allottee(s) shall not object to any changes or modifications to the draft/final byelaws of the Building Society, as may be required by any Authority. Allottee(s) also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee(s) or

other Allottees of apartments in the Project consequent to sale and transfer of the Said Premises or their respective premises, to which the Allottee(s) gives consent.

- (c) Subject to – (i) the number of distinct and individual Allottees of unit in the Project Building exceeding 51%, and (ii) each of the Allottees having executed the Society Documents, Promoter agrees to form and register the Building Society on the terms and conditions set out herein. The name of the Society shall be solely decided by the Promoter.
- (d) Promoter will include the terms and conditions contained in this Agreement as part of the first bye-laws, rules, guidelines and regulations of every Building Society.
- (e) Allottees of unit in the Project Building shall be admitted to membership of a Building Society only on complying with the requirements of membership under the Maharashtra Cooperative Societies Act, 1960 and rules thereunder. The Building Society shall admit all Allottees of flats in the Project Building as members of the Building Society, in accordance with its bye-laws, irrespective of such Allottees purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such Allottees as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such Allottees. The Promoter shall be entitled, but not obligated, to join as a member of the Building Society in respect of unsold premises in the Project Building, if any.
- (f) Post obtainment of Occupation Certificate of the Building, the Building Society shall be responsible for the operation, maintenance and management and/or supervision of the Project Building and the Allottee(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the full occupation certificate of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Building Society.
- (g) It is further agreed between the Parties that the ownership of the Project Building alone would vest with the Building Society by executing such documents as may be required within 3 (three) months from Project Completion. It is agreed that the structure of Project Building comprising the habitable floors and common areas and amenities situated on these habitable floors together with the FSI/development potential consumed in construction thereof, shall alone be conveyed to the Building Society vide a registered indenture of conveyance, provided however that the podium and stilts shall be retained by the Promoter and shall not be conveyed to the Building Society ("Building Society Conveyance"). The Building Society shall be required to join

in execution and registration of the Building Society Conveyance.

- (h) Notwithstanding anything contained herein, rights of members of a Building Society shall stand suspended until the date of the first annual general meeting of a Building Society, which shall be convened within 30 (thirty) days of receiving the Occupation Certificate for the Project. Allottee(s) agrees and acknowledges that the restrictions contained herein are reasonable and necessary to allow Promoter to complete Development of the Project on time.

11.2 It is clarified that the Promoter may at its sole discretion form separate societies for each Project to be constructed on the Larger Project Land. The Promoter shall execute and register similar conveyances in favour of the separate Building Societies for each Project to be constructed on the Larger Project Land. The Allottee for himself and as prospective member of the Building Society acknowledges that the FSI and development potential of the Project arises from the said Larger Project Land and the Allottee shall neither raise any claim or demand in respect thereof nor seek sub-division of the said Larger Project Land in any manner whatsoever.

11.3 For the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an apex society comprising the Building Society and the other Building Societies in the Larger Project Land ("the Apex Society"). Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last wing/building in Larger Project Land, the Promoter shall initiate the process for applying to the competent authorities to form an Apex Society comprising the Society and/or other Building Societies forming part of the Larger Project Land as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.

11.4 Within a period of 3 (three) months of registration of the Apex Society, the Promoter shall execute and register a transfer document whereby the Promoter shall transfer whether by way of conveyance or lease, as the Promoter may deem fit and proper, all its undivided right, title and interest in the Larger Project Land including any areas, spaces, common areas, facilities and amenities in the Larger Project Land that are not already conveyed to the respective Building Society and/or Other Building Societies. It is clarified that the portion of the Larger Project Land remaining after handing over the stipulated percentage if any, to the PMC or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and conveyed to the Apex Body.

11.5 The cost, and Taxes with respect to the formation of Building Societies,

including in respect of (a) any documents, instruments, papers and writings; (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, and (c) stamp duty and registration charges, if any shall be borne and paid by the Building Societies, Apex Society, and their respective members/intended members including the Allottee(s), as the case may be, and the Promoter shall not be liable to pay any amounts on this account.

- 11.6 The Promoter shall maintain a separate bank account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 11.7 The Promoter hereby agrees that he shall, before handing over possession of the Said Premises to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the allottee(s)allottees of apartments/shops/garages in the building/wing to be constructed on the Said Land (hereinafter referred to as " the Society"/ " the Limited Company") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said building/wing by the Promoter in favour of the said Society/Limited Company, within three months of obtaining occupation certificate.
- 11.8 The Promoter hereby agrees that he shall, before handing over possession of the said land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or Limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as " the Apex Body" or "Federation" or "Holding Company") make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear

and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said Land by the Promoter in favour of the said Apex Body/Federation/Holding Company, within three months of registering the society or company of the Apartment Allottee(s) of the last of the building or wing constructed on the said Land.

12. COVENANTS OF THE ALLOTTEE(S)

- 12.1 The Allottee(s) by himself/herself/itself/themselves with intention to bind all persons into whose hands the Said Premises may hereinafter come, hereby covenants with the Promoter as follows, to ensure the soundness and safety of the Project Building and Project, for maintaining the value of the Project Building and the Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:
- 12.2 Not to do or suffer to be done anything in or to the Project Building, Apartment, Common Areas, Facilities and Amenities which may be against the rules, regulations or bye-laws of the concerned Authority or change / alter or make addition in or to the Project Building or to the Said Premises itself or any part thereof and to maintain the Said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottee(s)' own cost in good repair and condition from the date on which the Allottee(s) purchases the Said Premises and in particular so as to support, shelter and protect other parts of the Project Building.
- 12.3 Not to raise any objection to the Promoter completing the construction of the Project Building in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee(s) taking possession of the Said Premises.
- 12.4 Not to store anything in the refuge floor nor store any goods in the Said Premises which are illegal, prohibited, hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Project Building and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the Common Areas, Facilities and Amenities or any other part of the Project Building.
- 12.5 Not to change the user of the Said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated project manager or the Building Society with respect to the use and occupation of the Said Premises.

- 12.6 Not to demolish or cause to be demolished, any part or all of the Said Premises.
- 12.7 Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 12.8 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project Building and not cover / enclose the planters and service slabs or any of the projections from the Said Premises, within the Said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Project Building or do any act to affect the FSI potential of the Project Land.
- 12.9 Not to do or permit to be done any renovation / repair within the Said Premises, otherwise than in accordance with the conditions set out and agreed upon in this Agreement.
- 12.10 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated project manager or the agency appointed by the Promoter or by the Building Society, for the purpose of maintenance and up-keep of the Project Building, the premises comprising the Project, or in connection with any interior works, civil works, renovation, modifications, or other works that the Allottee(s) may carry out in the Apartment and to generally comply with building rules, regulations and bye-laws for the time being of the concerned Authority.
- 12.11 Not to park at any other place in the Project and park all cars only in the car parking spaces allotted to the Allottee(s) by the Promoter.
- 12.12 Not to object to the permission granted / to be granted by the Promoter to other flat Allottees for the use of their respective appurtenant spaces and the car parking spaces.
- 12.13 Not, in any manner whatsoever, make, install or carry out any structural alterations or changes, non-structural alterations or changes, internal masonry works, dummy flooring, changes to plumbing plan and pipes, and exercise the necessary care and diligence to ensure that drain out points of the aluminium window tracks are not obstructed or blocked in any manner whatsoever.
- 12.14 The Allottee(s) covenants that until ownership of Project Building in which the Said Premises is situated is conveyed to the Building Society, the Promoter and its surveyors, agents, representatives, employees, personnel, workmen, and

other duly authorized personnel shall be entitled to enter into and upon the Project Building or any part.

12.15 Not to enclose the balcony area or flowerbed inside the said Premises without the prior express written permission of the Promoter.

12.16 The Allottee shall not seek any sub-division of the said Larger Project Land

12.17 The refuge area to be provided in the Project shall form a part of the common area and facilities in the Project and no individual allottee shall claim any right to occupy the same in any manner whatsoever. The refuge area to be provided in the Project may revised as per the Unified DCR, that may come in force and Allottee shall not raise any dispute against the Promoter for the same.

12.18 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of PMC and the concerned bodies/authorities in respect of the said Larger Project Land and its development, shall be binding upon the Allottee/s and Society including the Apex as may be formed of the Allottee/s of flat/ premises. Allottee/s undertakes to observe, perform and comply with all the terms and conditions, if any stipulated in the approvals or that may have been imposed by the concerned local body authority at the time of sanction or thereafter.

12.19 The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, from developing and/ or to carry out construction, on the said Larger Project Land.

13. COMMON AREAS FACILITIES & AMENITIES

13.1 The Allottee(s) shall not have any right, title, or interest in respect of the Common Areas and such other areas as may be designated as common areas by Promoter, and shall only be permitted to use Common Areas, Facilities and Amenities in the Project, including open parking space/s, open spaces, internal access roads, recreation areas, swimming pool, club house, pathways, passageways, internal access roads, lobbies, staircase, common terrace, and other areas as may be designated as common areas/facilities/amenities by the

Promoter, in common with the Promoter and its contractors/ workmen / employees / agents, other Allottees/occupants of premises in the Project.

- 13.2 Allottee(s) shall be permitted to use Common Areas, Facilities and Amenities in common with other Allottees of premises in the Project / Larger Project Land on such terms and conditions as may be decided by the Promoter, or a Building Society. The Allottee(s) agree to promptly bear and pay the necessary costs and Taxes thereon. The Allottee(s) further agree that the clubhouse and certain facilities may not be available for usage at the time of handing over possession and may be completed along with other phases of the Larger Project and the Allottee(s) shall have no objection for the same.
- 13.3 Payment of Sale Consideration, Taxes, and Additional Charges shall entitle the Allottee(s) to use the clubhouse being provided in the Project.
- 13.4 It is agreed that the clubhouse provided in the Project would be managed professionally taking into consideration the facilities provided. Allottee(s) agrees that the maintaining and operating the clubhouse requires the appointment of experts in the field of managing and operating such facilities. Therefore, Allottee(s) agrees that Promoter is entitled to contract with and appoint a qualified agency to run, operate and manage the clubhouse in the Project. Subsequent to the formation and registration of the Building Society, Promoter shall assign and transfer the said contract to the Building Society.
- 13.5 Membership of the clubhouse is available to the Allottee(s) as long as the Allottee(s) is and remains the registered owner of the Said Premises. In the event of sale or transfer of the Said Premises by the Allottee(s) in any manner whatsoever, the transferee shall become entitled to the membership of the clubhouse and the transferor (viz., Allottee(s) herein) shall no longer be a member of the clubhouse nor be entitled to use the Facilities and Amenities.
- 13.6 Use of the clubhouse by the Allottee(s) is subject to the following terms and conditions:
- (a) If the Allottee(s) is a partnership firm or any association of persons then, only such partner, or associate, or authorized representative of the firm or association of persons physically occupying the Unit is entitled to use the clubhouse, Facilities and Amenities.
 - (b) If the Allottee(s) is a public company or a private limited company under applicable law then, only the person who is the authorized occupant of the Said Premises is entitled to use the clubhouse, Facilities and Amenities.
 - (c) If a person inherits the Said Premises then, the person occupying the Unit

consequent upon such inheritance is entitled to membership and use of the clubhouse.

- (d) If the Said Premises is co-owned, then such co-owners will be entitled to membership and use of the clubhouse.
- (e) In any other case like tenancy, lease, or license, executed and registered in accordance with applicable law, the person duly authorized to occupy the Said Premises is entitled to use the clubhouse.

It is also clarified that certain facilities shall have usage charges in addition to membership fees and all such usage charges shall be paid by the Allottee(s) as and when demanded by the Promoter along with applicable Taxes thereon, or be paid to the Building Society in accordance with the rules and regulations framed in this regard.

13.7 The rights and entitlements of the Allottee(s) under this Agreement are restricted to the right and entitlement to receive the Said Premises, membership to the clubhouse, and use of Facilities and Amenities, subject to the terms and conditions of this Agreement.

13.8 The Allottee(s) shall at no time demand partition of the Said Premises or the Project Building and/or the Project Land.

14. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

14.1 Promoter hereby represent and warrant to the Allottee that to the best of their knowledge and awareness:

- (a) The Land Owner Promoter has clear and marketable title with respect to the Larger Project Land subject to disclosed litigations as declared in the title report, and the Developer has the necessary rights and entitlements to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (c) There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- (d) There are no litigations pending before any Court of law with respect to

the Project Land except those disclosed in the title report;

- (e) That in the event of any new litigation being instituted or where the Promoter is made aware of any existing or pending litigation in respect of the Project Land, Promoter shall disclose these litigations to the Competent Authority in accordance with RERA;
- (f) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Project Land or Project Building are valid and subsisting and have been obtained by following due process of law;
- (g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) under this Agreement is prejudicially be affected;
- (h) Other than the Joint Development Agreement, Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (i) Promoter confirms that Promoter is not restricted in any manner whatsoever from selling the Said Premises to the Allottee(s) in the manner contemplated in this Agreement.

14.2 Subject to the provisions of above, on obtainment of Occupation Certificate for the Project or at such time as the Promoter deems fit, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Project to the Building Society.

14.3 The Promoter has duly paid and shall until obtainment of Occupation Certificate for the said Project, continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities.

14.4 To the best of Promoter's knowledge, no notice from the Government or any other Authority (including any notice for acquisition or requisition of the property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.

14.5 The Allottee(s) hereby represents and warrants to Promoter that:

- (a) Allottee(s) is/are not prohibited from acquiring the Said Premises and Parking Space under any applicable law or otherwise;
- (b) Allottee(s) has/have not been declared and/or adjudged to be insolvent or bankrupt, and/or ordered to be wound up or dissolved, as the case may be;
- (c) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee(s) or all or any of his /her/their/its assets and/or properties;
- (d) none of the Allottees(s) assets/properties are attached and/or no notice of attachment has been received under any applicable rule, law, regulation, or statute;
- (e) no notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their/its involvement in any money laundering or any illegal activity nor is the Allottee(s) declared to be a proclaimed offender and/or has a warrant is issued against him/her/it/them, which warrant is still pending and unresolved;
- (f) no execution or other similar process is issued or levied against Allottee(s) or against any of his/her/their/its assets or properties.

14.6 Promoters further covenant with Allottee(s) that Promoter will indemnify and keep Allottee(s) indemnified against all claims, actions, proceedings, demands, and losses which Allottee(s) may sustain by reason of any defect in the title of Promoters to Larger Project Land.

15. INDEMNITY

The Allottee(s) shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by Promoter from or due to any breach by Allottee(s) of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of Allottee(s) in complying/performing his/her/their obligations under this Agreement.

16. NO GRANT

Nothing contained in this Agreement is intended to be nor shall be construed

as a grant, demise or assignment in law, of the Apartment or of the Project or of the Project Building or any part thereof. The Allottee(s) shall have no claim, save and except in respect of the Said Premises hereby agreed to be sold to Allottee(s), and all Common Areas, and Common Facilities and Amenities, will remain the property of the Promoter until the Project is transferred to the Building Society.

17. NOTICES

17.1 All notices to be served on any Party as contemplated by this Agreement shall be deemed to have been duly served at the respective addresses mentioned hereinabove if sent by Registered Post Acknowledgement Due ("R.P.A.D."), reputed courier service or by hand delivery or by fax, or by email to the designated address/phone number/email id (as the case may be) first mentioned.

17.2 A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery; or
- (b) if sent by courier or R.P.A.D., upon receiving written delivery confirmation; or
- (c) if sent by fax or email, upon receiving written confirmation of receipt from the Party upon whom such notice is served.

17.3 Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

17.4 In case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

18. NOMINEES

18.1 The Allottee(s) hereby nominates the person identified in the **Schedule - J** ("**Nominee**") as his/her/its/their nominee in respect of the Apartment. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee(s) under this Agreement and shall be liable and responsible to perform all the obligations and liabilities, as permissible under applicable law.

- 18.2 The Allottee(s) shall at any time hereafter, with prior written intimation to Promoter, be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee(s) and deal with him/her/it/them in all matters pertaining to the Apartment, till such time necessary orders from a court of law have been obtained by any legal heirs and/or authorized representatives of the Allottee(s).
- 18.3 The legal heirs and legal representatives of the Allottee(s) shall be bound by any or all of the acts, deeds, dealings, breaches, omissions, and commissions of and/or by the Nominee.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Said Premises / Apartment under this Agreement and if any such mortgage or charge is made or created prior to the sale and purchase of the unit under this Agreement, then Promoter shall secure release of the Said Premises from such mortgage or charge. Notwithstanding anything contained in any other law for the time being in force and until the Promoter secures release of the Said Premises from the mortgage or charge, that mortgage or charge shall not affect the right and interest of the Allottee(s) who has agreed to purchase the Said Premises.

20. COSTS & EXPENSES

The Allottee(s) shall bear and pay all the amounts and Taxes including stamp duty, registration charges and all out-of-pocket costs, charges and expenses to be incurred on all documents for sale and/or transfer of the Said Premises herein and on the transaction contemplated herein.

21. BINDING EFFECT

21.1 Forwarding a draft of this Agreement to the Allottee(s) does not bind the Promoter in any manner, way, or form, unless – firstly, the Allottee(s) executes this Agreement with all Annexures and Schedules, and makes all payments as stipulated in the Payment Plan; and secondly, if required, presents himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement.

21.2 If the Allottee(s) fails to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration on the date specified, the Promoter shall nevertheless be entitled to present this Agreement for registration in accordance with applicable law. In such circumstances, Promoter is entitled to use any amounts already paid by Allottee(s) toward

payment of stamp duty and registration charges, and recover the amounts spent, without interest, from Allottee(s) in any subsequent invoice raised in accordance with the Payment Plan.

- 21.3 Promoter shall, in such an event, serve a written notice on the Allottee(s) requiring the Allottee(s) to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement within 15 (fifteen) days from the date of the notice failing which the Allotment Letter shall stand cancelled and all sums paid by the Allottee(s) shall be refunded to the Allottee(s) without Interest, subject to the Promoter's right to deduct a cancellation fee of ₹ 100,000 (Rupees One Lakh Only).

22. ENTIRE AGREEMENT

- 22.1 This Agreement along with its schedules, the Allotment Letter, and booking application constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any other emails, correspondences, or arrangements, whether written or oral, between the Parties in regard to the Said Premises
- 22.2 The model flat, if constructed by the Promoter, and all furniture, items, electronic goods, and amenities displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, and walk through provided to the Allottee(s) or made available for the Allottee(s) viewing are representational and indicative and do not constitute, nor be interpreted as, a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee(s) shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee(s) under this Agreement.
- 22.3 This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements, if any, concerning the Apartment.

23. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or **prejudice** its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any

right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

24. RIGHT TO AMEND

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

25. SEVERABILITY

If any clause or part thereof of this Agreement is held / ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that the remainder of this Agreement, shall not be affected, and shall remain valid, subsisting and binding on the Promoter and the Allottee(s) and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held / ruled illegal or invalid.

26. GOVERNING LAW & DISPUTE RESOLUTION

26.1 This Agreement and all matters connected therewith shall be governed by Indian law and specifically applicable law in the State of Maharashtra. This Agreement shall be subject to the exclusive jurisdiction of the Courts at Pune, Maharashtra.

25.7 Any dispute between Parties shall be settled amicably within a period 30 (thirty) days, unless the Parties agree upon a longer period for resolution of their dispute. In the event the Parties fail to settle their dispute amicably, either Party shall be entitled to refer the dispute to the Competent Authority, for resolution in accordance with the provisions of RERA and Rules thereunder.

SCHEDULE - A

Part A: Description of Larger Project Land

All those pieces and parcels of land originally bearing Survey Nos. 20/2, 20/3, 23/1, 23/2/1/1, 23/2/1/2, 23/2/2, 23/2/2/1, 23/2/2/3A, 23/2/2/3B, 23/2/2/4, 23/2/2/6, 23/2/3(part), 23/2/7, 23/2/8, 23/2/9, 23/5, 23/5/1, 23/5/3, 23/5/3/1, 23/6, 23/7, 23/10/1, 23/10/1/3 situated at Village Kondhwa Budruk within Registration Sub District of Taluka Haveli, District Pune totally admeasuring 4 hectares and 8 ares equivalent to 40,800 square meters (439167.528 square feet) and bounded as follows:

East by	: land bearing Survey No. 23
South by	: road and land bearing Survey No. 23
North by	: land bearing Survey No. 19 and 21
West by	: land bearing Survey Nos. 23 and 24

Part B: Description of the Project Land

An area measuring ____ (Plinth Area) on which the Project is being put and situated on all those pieces and parcels of land originally bearing Survey Nos. 20/2, 20/3, 23/1, 23/2/1/1, 23/2/1/2, 23/2/2, 23/2/2/1, 23/2/2/3A, 23/2/2/3B, 23/2/2/4, 23/2/2/6, 23/2/3(part), 23/2/7, 23/2/8, 23/2/9, 23/5, 23/5/1, 23/5/3, 23/5/3/1, 23/6, 23/7, 23/10/1, 23/10/1/3 situated at Village Kondhwa Budruk within Registration Sub District of Taluka Haveli, District Pune totally admeasuring 4 hectares and 8 ares equivalent to 40,800 square meters (439167.528 square feet).

Residential Building : Tower____

SCHEDULE - B
Details of Designated Account

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SCHEDULE - C
Specifications

1. The Common Amenities & Facilities of the Residential Project listed in the Specifications are provided in Project. Common Amenities & Facilities of this Phase will be in place and ready to use on or before Completion Date. Allottee agree and accept that:
 - (a) all decisions in relation to the exact specification of equipment and facilities being provided, including but not limited to brand names, cost, dimensions, quality, and quantity will be determined by Promoter, at its sole and absolute discretion, at the appropriate time;
 - (b) the obligations of Promoter hereunder is to provide usable equipment.
 - (c) Promoter makes no promises, assurances or warranties in relation to the equipment provided and that all equipment, materials and services provided as part of Facilities and Amenities will be purchased from third party suppliers on such terms and conditions as the third party suppliers normally provide such equipment, materials, or services;
 - (d) all Facilities and Amenities are provided on an "as is" basis and are expressly and specifically excluded from the Promoters obligations under Clause 10 of this Agreement.
 - (e) the maintenance, management and operation all Facilities and Amenities shall be the responsibility of such agency as the Promoter may have appointed for this purpose or the Owners Association or Apex Association as the case may be, and Promoter shall not be liable for the failure of or defects in the equipment, materials or services provided herein.
2. Allottee agrees that his/her/its/their use of the Common Amenities & Facilities of this Phase are subject to the terms and conditions contained in the Agreement and/or rules, regulations or guidelines enacted by the Promoter, Owners Association or Apex Association for this purpose.
3. Elevators provided by the Promoter in Towers will be automatic lifts/elevators with automatic rescue device (if feasible), emergency call facility to security cabin (if feasible), back-up.
4. Intercom point (EPABX), if provided, will connected to security through a point in the living room or dining room of the Said Premises. Specifications,

line capacity, brands, quality, costs and other details to be decided by Promoter at its discretion at the relevant time.

SCHEDULE - D
Facilities and Amenities

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SCHEDULE - E
Payment Plan

Milestones	Proposed	Proposed cumulative	RERA cumulative
Booking Amount			
15 days from the date of booking (minus booking amount)	9.9	9.9	
On registration of agreement payable no later than 15 days from date of registration of agreement	10.1	20	30
On Commencement of excavation of the Tower in which the Purchaser's Apartment is located	10	30	
Completion of Plinth slab of the building or wing in which the said Apartment is located	10	40	45
On completion of Lower ground floor roof slab of the tower in which purchasers apartment is located	4	44	
On Commencement of 3rd floor slab of the tower in which purchaser's apartment is located	4	48	
On Commencement of 6th floor slab of the tower in which purchaser's apartment is located	4	52	
On Commencement of 9th floor slab of the tower in which purchaser's apartment is located	4	56	
On Commencement of 12th floor slab of the tower in which purchaser's apartment is located	4	60	
On Commencement of 15th floor slab of the tower in which purchaser's apartment is located	4	64	
On Commencement of 18th floor slab of the tower in which purchaser's apartment is located	3	67	
On Commencement of 21st floor slab of the tower in which purchaser's apartment is located	3	70	70
Completion of the walls, internal plaster, floorings, doors and windows of the said Apartment	5	75	75
Completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5	80	80
Completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located	5	85	85
Completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appertain of the building or wing in which the said Apartment is located	10	95	95
On intimation of possession	5	100	100

SCHEDULE - F
Additional Charges

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SCHEDULE - G
Definitions and Interpretations

Definitions

Unless otherwise agreed upon or stated to the contrary in the Agreement:

1. "**Additional Charges**" shall mean all amounts payable, details of which are set out in **Schedule - F** by the Allottee(s) to the Promoter and/or Building Society and/or Apex Society including but not limited to all deposits and/or charges levied (whether prospectively or retrospectively) by an Authority, private or governmental supplier for supply of electricity; water charges and/or any other amenity or facility and/or additional fire safety measures or outgoings of any nature.
2. "**Advance Amount**" means the total of all sums paid by the Allottee(s) prior to, and simultaneous with the execution of this Agreement, not exceeding 10% of the Sale Consideration, excluding Taxes.
3. "**Agreement**" shall mean this agreement for sale between the Promoter and the Allottee the sale and purchase of the Purchaser's Unit.
4. "**Apartment**" shall mean a dwelling unit, flat, premises, tenement, unit or by any other name called, being a separate and self-contained part of any immovable property located in the Project and intended to be used for any residential purposes in accordance with the terms and conditions of this Agreement.
5. "**Apex Society**" shall mean all Building Societies amalgamated and registered under the Maharashtra Cooperative Societies Act, 1960 and rules framed thereunder
6. "**Architect**" shall mean such person or association of individuals registered as an architect under the provisions of the Architects Act, 1972.
7. "**Authority**" shall mean any governmental authority, department, agency, instrumentality, section, board, corporation, office, unit or bureau of the Central Government or State Government and includes all local authorities, agencies, corporations including municipal corporations, municipal authorities, town planning councils, committees, panchayats, village accountants, revenue authorities, sub-registrars, development authorities or commissions, constituted under applicable law and vested with authority in matters relating to land, property and development thereon.

8. **"Building Society"** or **"Building Societies"** shall mean the cooperative society or cooperative societies, described in Clause 11.2 of this Agreement, registered under the Maharashtra Cooperative Societies Act, 1960 and rules enacted thereunder.
9. **"Carpet Area"** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, or verandah area and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.
10. **"Common Areas"** shall mean the land comprising the Project including within it, staircases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements excluding parking spaces sold to Allottee, terraces, parks, play areas, open parking areas and common storage spaces, premises for lodging of persons employed for management of the Project including accommodation for security personnel, installations of central services such as electricity, gas, water, sanitation, air-conditioning, incinerators, systems for water conservation and renewable energy, water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, community and commercial facilities designated as common areas, and other portions of the Project as may be necessary for the maintenance and safety of the Common Areas, but excluding portions of the Larger Project Land not registered as part of the Project.
11. **"Competent Authority"** shall mean the Real Estate Regulatory Authority constituted by the Government of Maharashtra under the provisions of RERA and rules enacted thereunder, as may be amended from time to time.
12. **"Completion Date"** means _____ on or before which the Promoter shall complete the Development of this Phase in accordance with this Agreement, unless extended by the Regulatory Authority in pursuance of an application to that effect and in event of such extension the Completion Date would be the extended date.
13. **"Covered Parking Space"** shall mean, if sold and purchased under this Agreement, a covered area as approved by a Authority and as per applicable development control regulations, sold to a Allottee(s) for parking of one or more vehicles, excluding motorized two-wheelers and cycles, which space or contiguous spaces may be located in the basements, stilt levels, podium levels, or space provided by mechanized parking arrangements or such other area as

may be designated as parking spaces and approved by the Authorities, but shall not include a garage and/or open parking spaces.

14. "**Development**" shall mean the development, construction and completion of the Project, including completion of the Facilities and Amenities as set out in this Agreement.
15. "**Designated Account**" shall mean the separate bank account maintained by the Promoter for collection of amounts realized from Allottees of units in the Project. It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the RERA Bank Account.
16. "**Engineer**" shall mean a person who has qualified as an engineer or is registered as an engineer under any law for the time being in force.
17. "**Facilities and Amenities**" shall mean such facilities and amenities as the Promoter has agreed to complete and deliver, details of which are set out in **Schedule - D** attached to this Agreement.
18. "**Fit-Out Deposit**" shall mean the sum of money to be paid by Allottee(s) to Promoter as an interest-free refundable deposit, prior to undertaking any fit-out works, interior decoration, modifications, alterations, or other civil works in the Apartment on the terms and conditions set out in Clause 7.6 of this Agreement.
19. "**Fit-Out Guidelines**" shall mean the apartment maintenance and fit-out manual handed over to the Allottee at the time of handing over possession of the Apartment, which manual contains a detailed list of permitted and prohibited activities within the Apartment that are necessary and critical in ensuring the safety, longevity and structural integrity of the Apartment.
20. "**Specifications**" shall mean shall mean the fixtures, fittings and amenities provided by the Promoter within the Apartment being purchased by the Allottee, details of which fixtures, fittings and amenities are set out in **Schedule - C** attached to this Agreement.
21. "**Future Buildings**" shall mean the building and/or buildings the Promoter intends to develop and construct on the Larger Project Land, not including the Project, subject to receiving all necessary approvals, permissions, consents, authorizations and certificates for this purpose from the relevant Authority.
22. "**Joint Development Agreement**" shall mean the agreement dated 7th March, 2017 between the Landowner and the Developer, registered as document no. 6694/2017 at the office of the Sub Registrar in Kondhwa, Budruk.

23. "**Larger Project Land**" shall mean all that land and immovable property belonging to the Owners.
24. "**Occupancy Certificate**" shall mean the occupancy certificate, not including a Part O.C, or such other certificate by whatever name called, issued by the relevant Authority within whose jurisdiction the Provident Kenvista T 10 Project lies, permitting occupation of any building, tower, apartment, or complex as provided under local laws; and which building, tower, apartment, or complex has provision for civic infrastructure such as water, sanitation, and electricity in accordance with local law.
25. "**Occupation Intimation**" shall mean the written intimation issued by Promoter to Allottee(s) in accordance with Clause 7.3 of this Agreement.
26. "**Party**" or "**Parties**" shall mean Landowner, Developer, or Allottee referred to individually or collectively, as the context may require.
27. "**Payment Plan**" shall mean the schedule for payments to be made by the Allottee, details of which are set out in **Schedule 5** attached to this Agreement.
28. "**Permissible Deviation**" shall mean the allowed variance, as stated in Clause 3.7, between the Carpet Area as stated in this Agreement and the final Carpet Area as measured immediately prior to handing over possession of the Apartment to the Allottee, which deviation shall not exceed 3% (three percent) of the Carpet Area stated herein.
29. "**Possession Date**" shall mean the date calculated as a period of 90 (ninety) days from the day following the date on which a copy of the Occupancy Certificate is sent to the Allottee by email.
30. "**Project Completion Date**" shall mean the day and date immediately succeeding the day and date on which an Occupancy Certificate, is obtained from the relevant Authority consequent upon complete development of the Provident Kenvista T 10 Project.
31. "**Project Land**" shall mean the area of land within the Larger Project Land comprising only the Project i.e Tower 1.
32. "**Provident Kenvista T 10 Project**" shall, (i) the completion of development of the last wing of the last building in the project being developed on the Larger Project Land as a whole; and (ii) completion of development and construction activities of all common areas, commercial areas, services, facilities, amenities and all other works on the Larger Project Land; and (iv) sale of the last of the

apartments/units/shops developed on the Larger Project Land; and (iii) the amalgamation any adjoining properties into the Larger Project Land, whichever is later, in accordance with plans sanctioned by an Authority.

33. "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 and Rules.
34. "**Rules**" shall mean all rules notified by the Government of Maharashtra from time to time, in exercise of its power under Section 84 of the Real Estate (Regulation and Development) Act, 2016.
35. "**Sanctioned Plan**" shall mean the provisionally approved site plan, building plan, service plan, covered parking and circulation plan, landscape plan, layout plan, zoning plan, and such other plan to the extent applicable to this Phase of the Project; and shall include structural designs if applicable, Project permissions granted by a relevant Authority and such other permissions as may be approved and/or granted by the relevant Authority prior to the commencement of the Project.
36. "**Sale Consideration**" shall mean the amount as stated in Clause 3.2 of this Agreement that the Allottee has agreed to pay to the Promoter for the Apartment, including but not limited to the price of land, construction of the Project, internal development charges, external development charges, taxes, cost of provisioning and providing all Facilities and Amenities in the Project but excluding GST, stamp duty, registration charges, Taxes, and other amounts as may be applicable thereon.
37. "**Specified Date**" shall for the purpose of section 18 of the Act mean such extension as may be granted by the Authority under the application made by the Promoter.
38. "**Taxes**" shall mean all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments, duties, levies, cesses, surcharges, impositions, fees or other amounts payable to any Authority including but not limited to service tax, value added taxes, goods and services tax, other indirect taxes thereon, whether payable now or as may become payable in the future, under this Agreement and in relation to the transaction of sale and purchase of the Apartment.
39. "**Warranty Exceptions**" shall mean all the fixtures, fittings and items listed in **Schedule - H** attached to this Agreement and located in the Apartment, Common Areas, Facilities and Amenities, Project Building, or otherwise located anywhere on the Project, which are excluded from the provisions of Clause 10.

II. INTERPRETATION

1. Recitals stated in this Agreement are descriptive and shall not be construed to be an integral nor operative part of this Agreement.
2. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
3. In this Agreement where the context admits:
 - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
 - (b) any reference to the singular shall include the plural and vice-versa;
 - (c) any references to the masculine, the feminine and the neuter shall include each other;
 - (d) any references to a "company" shall include a body corporate;
 - (e) the word "day" or "business day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
 - (f) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
 - (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

- (h) the expression "Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (j) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day, then the period shall include the next following business day;
- (k) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) references to a person (or to a word importing a person) shall be construed so as to include:
 - (A) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
 - (B) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - (C) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (m) Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

SCHEDULE - H

Warranty Exceptions

Promoter shall not be liable to repair or replace the following items, which are not covered under the Promoters defect remediation liability. Where applicable and provided a manufacturer, vendor, and/or supplier has offered warranty terms, the Promoter shall pass-on such warranty on the same terms and subject to the same conditions offered by such manufacturer, vendor, and/or supplier.

Items excluded from warranty and defect liability are:

- (a) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. No guarantees on abuse. Polishing and laminates are also not covered.
- (b) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.
- (c) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers etc., and glass.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) Tiles for flooring and dado.
- (f) Natural stones – thresholds/cooking platform/counters for washbasins.
- (g) SS sink – set complete for defects arising NOT out of manufacturing.
- (h) Conduits used for electrical works, cables/wires.
- (i) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (j) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (k) Fire fighting – hose reel and sprinklers, supply lines/joints.
- (l) Railings – in glass, stainless steel against breakage and rusting.
- (m) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightening arrestors, earth pits, AC units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX , Transformers, CCTV and allied works.
- (n) Limited warranty against waterproofing – covered up to the warranty provided by the vendors for this activity.

- (o) any other fixture provided such as signage's, post boxes, lockers provided at clubhouse including the furniture, light fixture, exhaust fans, etc.,
- (p) All false ceiling materials provided for lobbies and toilets.
- (q) Paints for the units as well as external, Marking for driveways, parking marking, column edge protections, road/drive way humps, pavers, traffic – mirrors.
- (r) STP's, WTP's, Panels, and all other service equipment – with limited warranty as provided by the manufacturer.

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SCHEDULE - I

Allottee(s) Covenants – Restricted & Prohibited Activities

To maintain the aesthetics of the Project Building and to ensure the quiet and peaceful enjoyment by all the Allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Apartment, the Project Building and the Larger Property, the Allottee(s) agree and covenant as follows:

- (a) If the Allottee(s) or members of the Allottee(s) family or any servant or guest of the Allottee(s) violate any one or more of the covenants and prohibited actions listed below, then the Allottee(s) shall immediately take remedial action and shall also become liable to pay a sum of ₹ 5000/- (Rupees Five Thousand Only) plus applicable Taxes to the Promoter on each occasion on which the violation is committed.
 - (i) Not to affix any fixtures or grills on the exterior of the Project Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee(s) may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee(s) from the Promoter and the Allottee(s) undertakes not to fix any grill having a design other than the standard design approved by the Promoter.
 - (ii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the Larger Property and the Project Building.
 - (iii) Not to at any time cause or permit to be caused any public or private nuisance in or upon the Apartment, Project Building or Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of other premises in the Project Building or to the Promoter. The Allottee(s) shall ensure that the Allottee(s) pets and/or domesticated animals, if any, in or upon the said Premises, the Project Building or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Project Building / Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Project Building / Larger Property and or the lifts installed in the Project Building.
 - (iv) Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but

not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the Project Building and/or open spaces nor litter or permit any littering in the Common Areas or around the Apartment and/or the Project Building and at the Allottee(s) own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Project Building and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant Authorities.

- (v) Not to do either by himself / herself / itself/ themselves or through any other person anything which may or is likely to endanger or damage the Project Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Project Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project Building.
 - (vi) Not to display / permit to be displayed at any place in/upon the Project Building or Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee(s) shall not stick or affix pamphlets, posters or any paper on the walls of the Project Building or common area therein or in any other place or on the window, doors and corridors of the Project Building.
 - (vii) Not to allow debris and waste materials resulting from any interior decoration work, fit-outs, renovations, modifications, carpentry or other allied works to be accumulated or placed in the Common Areas or Facilities and Amenities or in any area within the Project Building/Larger Property and make suitable arrangement, at the Allottee(s) cost and expense, for removal of any and all such debris on a daily basis.
- (b) Upon formation and registration of each Building Society and admitting Building Societies in the Apex Society, Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of Allottee(s) with the Building Society and if Allottee(s) does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from Allottee(s) to the Building Society in the Building Society's account.

- (c) Not to install a window air-conditioner within or outside the Apartment. If found that the Allottee(s) has affixed a window air conditioner or the outdoor condensing unit which projects outside the Apartment, Allottee(s) shall forthwith become liable to pay a sum of ₹ 15,000/- (Rupees Fifteen Thousand only) plus applicable Taxes. If the Allottee(s) does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee(s) to the Building Society in the Building Society's account.
- (d) The aforesaid amounts shall be payable by Allottee(s) in addition to the cost of rectification for the default committed. In the event Allottee(s) fails to rectify the default within 15 (fifteen) days from committing such default at Allottee(s) own cost, then Promoter shall be entitled to send a notice to Allottee(s) intimating Allottee(s) that Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the Apartment to rectify such defect. After such 48 (forty-eight) hour period, Promoter through its agents, shall have a right to enter the Apartment and dismantle, at the Allottee(s)' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is / are in contravention of the terms contained in this Schedule 9.

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SCHEDULE - J

Nominees

1. In accordance with the requirement under Clause 18 of this Agreement, the Allottee(s) hereby nominates the following person as Nominee:

Name	
Address	
Relationship with Allottee	
Phone number	

2. If the Allottee(s) wants to change the Nominee by replacing the person named above, then the Allottee shall inform the Promoter in writing, and provide the following details:

Name of old nominee :

Name of new nominee :

Address of new nominee :

Relationship with Allottee :

Phone number of new nominee :

3. In the absence of a communication from Allottee(s) informing the Promoter of change in nominee, Promoter shall maintain the name and details of the original nominee on its records. Promoter shall not, under any circumstances, be liable for any actions, omissions, or consequences of the Allottee(s) failure to inform Promoter of the change in nominee.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement on the day first above written.

SIGNED AND DELIVERED by)
1. **“Provident Housing Limited ”**)
through its Authorized Signatory)

Please affix
photograph and
sign across the
photograph

2. **M/s Global Riveira Projects**)
Through its Power of Attorney Holder)
Provident Housing Limited)
Through its Authorized Signatory)

Please affix
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SIGNED AND DELIVERED by)
“Allottee”)

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sign across the
photograph

In the presence of the following witnesses:

1.		Name:
		Address:

2.		Name:
		Address

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