

**GERA's WORLD OF JOY- PROJECT- S**

**ARTICLES OF AGREEMENT**

**ARTICLES OF AGREEMENT** ("Agreement") made and executed at Pune on this \_\_\_\_day of \_\_\_\_\_ 20\_\_.

**BETWEEN**

**Gera Properties Private Limited.** (CIN - U70101PN1988PTC046312) (PAN - \_\_\_\_\_) a Private Limited Company incorporated under the provisions of Companies Act 2013, having its registered office at 200 Gera Plaza, Boat Club Road, Pune, through its Chairman Mr. Kumar Pritamdas Gera or Managing Director Mr. Rohit Kumar Gera Age: \_\_ and \_\_ years respectively Occ : Business, or thru its authorized signatory Mr. \_\_\_\_\_ Age: \_\_\_\_ Occ: \_\_\_\_\_ hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns)

**... PARTY OF THE FIRST PART**

**AND**

1. **Mr. / Miss / Mrs. / M/s.** \_\_\_\_\_, a Company/Firm/an Individual/s/HUF, through its Karta / Director / Partner \_\_\_\_\_, having his / her / their address/Registered Office/ Principal Place of Business at \_\_\_\_\_ and email address: \_\_\_\_\_,
2. **Mr. / Miss / Mrs. / M/s.** \_\_\_\_\_, a Company/Firm/an Individual/s/HUF, through its Karta / Director / Partner \_\_\_\_\_, having his / her / their address/Registered Office/ Principal Place of Business at \_\_\_\_\_ and email address: \_\_\_\_\_,
3. **Mr. / Miss / Mrs. / M/s.** \_\_\_\_\_, a Company/Firm/an Individual/s/HUF, through its Karta / Director / Partner \_\_\_\_\_, having his / her / their address/Registered Office/ Principal Place of Business at \_\_\_\_\_ and email address: \_\_\_\_\_,

hereinafter referred to as "**the Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and/or permitted assigns, in the case of a body corporate, its successors and/or permitted assigns, in the case of a partnership firm, the partners from time to time of the partnership firm, the heirs, legal representatives, executors, administrators, and successors of its last surviving partner, its/his/her/their permitted assigns, in case of a Hindu Undivided Family, the karta co-parceners and members from time to time of the coparcenary and the survivors or survivor of them [part shall be represented by the Karta] and the heirs, legal representatives, executors, administrators, successors and/or permitted assigns of the last survivor of them, and in the case of a

Trust, the authorized trustees for the time being and from time to time of the Trust and/or permitted assigns)

**... PARTY OF THE SECOND PART**

In this Agreement unless the context otherwise implies, the below expressions shall have the respective meanings assigned to them;

- (i) The singular shall include plural and vice versa;
- (ii) The masculine gender or reference made thereto, shall include both the other genders and references thereto, as the context may require;
- (iii) The titles to the clauses are only for reference purpose and shall have no bearing on the contents thereof or on the interpretation of the clauses;
- (iv) The recitals and Schedules written hereunder and the Annexures annexed hereto form an integral part of this Agreement.
- (v) Reference to taxes whether specified or not includes all present and future taxes and levies.
- (vi) Unless the subject or context otherwise requires, reference to the word "*include*", "*includes*" or "*including*" shall be construed as without limitation.
- (vii) Reference to the terms "*herein*", "*hereto*", "*hereof*", or "*thereof*", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires.
- (viii) Reference to an "*amendment*" includes a supplement, modification, novation, replacement, or re-enactment, and the term "*amended*" is to be construed accordingly unless the subject or context otherwise requires.
- (ix) Bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof.
- (x) When any number of days is prescribed in any document, the same shall be reckoned excluding the first and inclusive of the last day.
- (xi) Wherever the Allottee/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of and/or in relation to such act, deed, matter, thing, item, action, or provision.
- (xii) Time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- (xiii) All aggregate payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever.
- (xiv) References to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in or annexed to this Agreement, as the case may be.
- (xv) References to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof,

from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

- (xvi) Reference to the word “the Act” wherever the context so means a statement shall mean the Real Estate (Regulation and Development) Act, 2016.
- (xvii) Reference to the word “buildings”, unless the content specifies otherwise shall mean the buildings of the Project (as defined hereinafter) and not of the other projects on the **Entire Land** (as defined hereinafter).

**WHEREAS** all that piece and parcel of the land admeasuring Hectares 08 = 93.0698 Ares equivalent to 89,306.98 sq.mtrs being a part or portion out of the land admeasuring Hectares 14=54 Ares bearing Gat No.1343B (formerly bearing Gat No. 2329B) situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka - Haveli, District - Pune and situated within the local limits of the Gram Panchayat, Wagholi hereinafter referred to as the **Entire Land** and which is more particularly described in **First Schedule A** written hereunder.

**AND WHEREAS** by and under registered Agreement For Sale dated 24.04.2019 which has been duly registered in the office of sub-registrar, Haveli No. 23, Pune at Sr. No. 7754 / 2019. the Promoter herein has agreed to purchase said **Entire Land** from owners thereof i.e. Jaiprakash Goel and others (“Goel Family”) for consideration and on the terms and conditions mentioned therein.

**AND WHEREAS**, subsequently, by and under Conveyance Deed dated 25<sup>th</sup> Sep-19 which has been duly registered in the office of sub-registrar, Haveli No. 3 Pune at Sr. No 13456 / 2019, the said Goel Family have sold, transferred and conveyed the said **Entire Land** to the Promoter herein.

**AND WHEREAS** the Promoter by virtue of above facts, being the sole and exclusive owner of the **Entire Land** proposes to develop the **Entire Land** in a phase-wise manner and by way of multiple projects and in the manner the Promoter may deem fit consisting of various residential and / or commercial real estate projects as provided under the relevant laws.

**AND WHEREAS** “the Project”(defined hereinafter) is to be developed on a part of the “**Said Land**” (defined hereinafter) and more particularly marked in **Annexure 3** annexed hereto and more particularly described in the **First Schedule B** written hereunder and referred to as **Project Land** (defined hereinafter)

**AND WHEREAS** the Promoter is developing / will develop various project / projects on the **Remaining Land** (being the **Said Land** excluding the **Project Land**) in future as per the sole discretion & choice of the Promoter.

**AND WHEREAS** the Amenity Space and 24 m wide road is yet to be handed over to the Local Authority (LA) and upon handover of the same, the FSI/TDR made available thereto will be used for future consumption either on the said **Project Land** and/or on the **Remaining Land** and / or anywhere else as may be permitted under the prevailing laws now and hereafter and as per the sole discretion of the Promoter and the same shall not be the subject matter of any claim by the residents/ occupants/ allottees of the apartments in the said Project. The Allottee/s hereby gives his/her/their explicit consent

as contemplated under law for the use of such FSI/TDR on the **Project Land** and /or the **Remaining land** and / or any part thereof or elsewhere. In the event any other kind of compensation is made available by the concerned authority upon handing over the Amenity Space and 24 m wide road, the same shall belong absolutely to and / or shall be used by the Promoter only and the Promoter alone shall be entitled to the benefits attached thereto or benefits thereof and this has been factored into the consideration agreed to be paid by the Allottee/s under this Agreement.

**AND WHEREAS** as per the recitals stated above, the Promoter alone has the sole and exclusive right to develop inter alia the said **Project Land**, more particularly described in **First Schedule C** written hereunder by constructing multi-storied residential building/s thereon.

**AND WHEREAS** the promoter is also developing a separate project referred to as "Exclusive Club House" (defined hereinafter) on a portion of the **Said Land** which portion is more particularly described in **First Schedule E** written hereunder. The promoter is desirous of selling at his discretion an undivided share in the said Exclusive Club House to some of the allottees of residential apartments in the various projects developed / to be developed on the **Said Land**. The rights of Allottee/s to own a share in said Exclusive Club House shall run concurrently with the ownership of the said residential Apartment and in case the allottee has not opted for the share in Exclusive Club House, he unequivocally states he has no objection to the said Exclusive Club House belonging to some of the allottees in the various projects to be developed on the **Said Land**.

**AND WHEREAS** the Allottee/s is/are hereby made aware that the Promoter has, as required by the Pune Metropolitan Region Development Authority (PMRDA) executed the standard Indemnity Bond on behalf of allottee/s in favour of PMRDA at the time of sanctioning the plans with regard to provision of water supply through bore wells and/or tankers for the residents/occupants/allottees of the Project being developed by the Promoter on the said **Project Land** in case PMRDA is not able to provide sufficient water supply at the said location.

**AND WHEREAS** the Allottee is aware that in the event the PMRDA or any other authority is not able to provide water, or the provision by means of bore-wells, etc. or run dry, water may be required to be sourced through tankers or other means at the cost of the Allottee and other Allottees / residents of the said Project. The Allottee hereby agrees to contribute in addition or reimburse the cost incurred for such sourcing of water through tankers or other means.

**AND WHEREAS** the Allottee/s is/are informed that the Ministry of Environment and Forests, Government of India ("MOEF") mandates certain features in respect of the development of the project on the **Entire Land**, and the same has been / shall be provided by the Promoter. However the MOEF, GOI also mandates continuous maintenance and upkeep of these features by the Allottee/s on a continuing basis. This shall be done through a contributory basis by all allottees of the various projects to be developed by the Promoter on the **Said Land** (in addition and not limited to FCAMC (defined hereafter) contributions) with effect from the date of possession or completion whichever is earlier.

**AND WHEREAS** the Allottee/s is/are hereby made aware that the Promoter has mortgaged their right, title and interest in the **Said Land** and the building/s to be constructed thereon , under a financing agreement with \_\_\_\_\_ which is registered in the office of Sub Registrar Haveli No. \_\_\_\_\_, Pune at Serial No. \_\_\_\_\_ on \_\_\_\_\_.

**AND WHEREAS** the Promoter is in vacant, peaceful and physical possession of the **Entire Land** including the **Project Land**.

**AND WHEREAS** the Allottee/s has/have applied for and is/are offered an Apartment, (herein after referred to as the said "Apartment") in the building/s being constructed by the Promoter on the said **Project Land**. The said "Apartment" has been more particularly described in **Third Schedule A** written hereunder.

**AND WHEREAS** the Promoter has registered the said Project (being the building/s to be constructed on the **Project Land**) under the provisions of the Real Estate (Regulation and Development) Act 2016 ("**Act**") read with 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 ("**Rules**") with the Real Estate Regulatory Authority at <https://maharera.it.mahaonline.gov.in>, under certificate no. **P52100022499** which is annexed hereto as **Annexure 10**

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect, registered with the Council of Architects, and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the Promoter shall have the unfettered rights to remove and substitute the Architect at any time.

**AND WHEREAS** the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the Promoter shall, in its discretion, have the unfettered rights to remove and substitute the Structural Engineers at any time.

**AND WHEREAS** the plans in respect of the said Project have been sanctioned (along with the other projects) by the PMRDA vide Commencement Certificate **No.**\_\_\_\_\_ dated \_\_\_\_\_ and is annexed hereto at **Annexure 6** and the Promoter proposes to develop the said project in accordance with the plans sanctioned by the authority and as may be revised from time to time.

**AND WHEREAS** the copy of Certificate of Title issued by Mr. Rajiv Patel, Advocate of the Promoter showing the nature of the title of the Promoter to the **Entire Land** is annexed hereto at **Annexure 7**, Commencement Certificate/s is annexed hereto at **Annexure 6**, copies of Property card or extract of Village Forms VII, VII A and XII or any other relevant revenue record is annexed hereto at **Annexure 1**. All these are to the satisfaction of the Allottee/s, which is hereby acknowledged and confirmed by the Allottee/s.

**AND WHEREAS** by virtue of the above facts, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the **Project Land** and exclusive right to sell the share in the Exclusive Club House and to

enter into Agreement/s with the Allottee/s and to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee/s, the Promoter has given inspection to the Allottee of all the documents of title relating to the **Project Land** and Exclusive Club House Land and the plans, designs and specifications prepared by the Promoter's Architects and such other documents as are specified under the Act and the Rules and Regulations made thereunder. The Allottee/s has/have got the same independently verified through their consultants / advocates and is/are duly satisfied with the same and has/have no further queries in respect thereof.

**AND WHEREAS** the copies of the Layout plans as proposed by the Promoter and approved by the PMRDA according to which the construction of the building/s and development of open spaces are to be provided for on the **Said Land** have been uploaded on the website of the Authority and the plans have been inspected by the Allottee/s to his/her/their satisfaction

It is clarified that the Promoter is developing the **Entire Land** in a phase wise manner and they have an absolute right to revise the layout plans in respect of the development of the **Entire Land** (except the Project – to the limited extent it may adversely affect the rights of the Allottees' to the apartment) in such manner as the Promoter deems fit, and the Allottee acknowledges such right of the Promoter and hereby undertakes not to object on the same in any manner whatsoever.

**AND WHEREAS** the copies of the building plans and specifications of the Apartment and those of the Exclusive Club House agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been inspected by the Allottee to his / her / their satisfaction.

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building/s.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the **Project Land** and **Exclusive Club House Land** and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

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

**AND WHEREAS** the Allottee/s has/have full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The Promoter has made full disclosure to the Allottee/s inter alia as required under law. The Allottee/s is/are aware of the fact that save and except the Apartment and the said Project and the Exclusive Club House , the scheme of development on the **Entire Land** (less the **Project Land** as stated herein above) is subject to change and/or modifications from time to time, as desired by the Promoter and the Allottee/s shall have no objection to any such change or modification and hereby accord their informed consent and permission to modify the same;

**AND WHEREAS** the plans sanctioned have floor to floor height of 3 m for the typical floors of the buildings ; this will be changed to a height of 2.95m. Similarly the stilt is shown having a floor to floor height of 2.9 m ; this will be changed to 3.6 m. All basements will be having a floor to floor height of 3.3 m.

**AND WHEREAS** the sanction plan currently shows 12 A as one of the floors. In order to make the numbering more convenient, this level is to be redesignated as the 14th floor and consequently 14th floor will be redesignated as the 15th floor. This will be incorporated in the subsequent revision. The numbering for the purpose of sales has been done considering the changed floor numbering.

**AND WHEREAS** the exclusive club house shall be built using FSI of approximately 3742 m<sup>2</sup> as opposed to 4016.63 sq mtrs as shown in the existing sanctioned plan and necessary modifications shall be done to incorporate the same. For the betterment of the project, the common clubhouse will have some internal changes from the sanctioned layout.

**AND WHEREAS** for a better experience the Entrance lobbies are being modified at the parking levels that will result in some changes in the parking layout . Width of one way driveways will be at a minimum of 4.5 m whereas two way driveways will be 6 m. Lift core will be slightly modified to optimize the layout in buildings E. These will be incorporated in the future revision.

**AND WHEREAS** it is explicitly clarified that the purchaser is interested in only this registered project sanctioned by the Real estate regulatory authority. Purchasers of units in other projects shall have no say in any changes that may be necessary in this project and similarly the purchasers of this project shall have no say in the modifications, or changes in any of the other projects although different projects may be branded under the name-World of Joy.

**AND WHEREAS** prior to the execution of these presents the Allottee/s has/have made an offer to purchase the Apartment (defined hereinafter) from the Promoter. In pursuance thereto Allottee/s has/have also agreed to pay the consideration and other amounts as referred to in this Agreement for the said Apartment as detailed in the **Fourth Schedule** and **Fifth Schedule** hereto and elsewhere referred in this Agreement. Allottee/s has/have requested to treat the monies paid in terms of the offer letter as a part payment of the consideration of the Apartment agreed to be purchased by the Allottee/s from the Promoter. Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing in **Fifth Schedule**.

**AND WHEREAS** under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties and the Allottee/s, having fully understood all the disclosures made by the Promoter, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the Apartment in terms hereof.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

**1. DEFINITIONS**

- a. **“24 m wide road”** shall mean land under 24 m wide road towards North and East side of the **Entire Land** which is under Regional Plan applicable for Village Wagholi which will be handed over to the concerned authority/ies in lieu of FSI/TDR/Compensation in any form, benefits of which shall be with the Promoter alone.
- b. **“Act of God” or “Force Majeure”** shall include but not be restricted or limited to any natural calamity, act of legislature, restrictions by Courts, man-made calamity like riots, wars, civil commotion, accidents and acts beyond the control of the Promoter as further described in Clause 11 (4) (c) below.
- c. **“Amenity Space”** shall mean that portion of the land which is not part of the **Project Land** but a part of the **Entire Land** which is to be earmarked and handed over to PMRDA/local authority under whose jurisdiction the development of the **Entire Land** falls in terms of the Development Control Rules, for which the compensation may be in the form of TDR and/or monetary compensation and/or FSI to be exclusively used by the Promoter in the said **Project Land** and/or the Remaining land and/or the other projects developed and/or to be developed on the **Entire Land** less the Amenity Space or anywhere permitted by PMRDA/local authority at the sole discretion of the Promoter. The Amenity Space is more particularly marked out in the plan annexed at **Annexure 3**.
- d. **“Apartment” or “Unit” or “Said Unit” or “said Apartment”** shall mean the apartment and / or the unit more particularly described in **Third Schedule A** hereunder, agreed to be purchased by the Allottee/s under this Agreement..The apartment may have a balcony and/or terrace and/or utility attached which is more particularly described in **Third Schedule A** hereunder.
- e. **“Apex Body/Federation”** shall mean an Association of Society or Co-Operative Housing Association of all the societies of the various projects to be developed on the **Said Land**, formed under the Maharashtra Co-operative Societies Act, 1960 as amended from time to time. Each of the respective societies of the project/s to be developed on the **Said Land** shall become member of the Federation. Inter alia the

**Said Land** shall be conveyed to such Federation of all societies as the case may be, formed under the respective laws.

- f. **“Carpet area of the Apartment or Unit”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment as defined in the Act. . The method of calculating the carpet area has been clarified by the Maharashtra Real Estate Regulatory Authority by its Circular No. 4/2017 dated 14 June 2017. In the event of any methodology, being required, is changed leading to a changed area, such a change shall have no bearing on the consideration so long as the said Apartment or Unit is constructed as per the sanctioned plans annexed herewith. In case of a mezzanine or duplex, usable area of the internal staircase excluding area of the first two steps. In case of an enclosed balcony, the carpet area of the Apartment or Unit shall be measured till the line of the balcony shown in the sanctioned plan, excluding such balcony.
- g. **“Common Parking Areas”** shall mean the parking area covered at all or any levels sold / allotted, within the **Said Land**, and may include mechanical parking earmarked for the parking of vehicles of the Allottees which is to be conveyed to the Apex Body/Federation and more particularly described in **Seventh Schedule B** written hereunder. Keeping in mind that there will be several projects on the **Entire Land** (excluding the Amenity space), each such project shall have exclusive rights of usage to some common parking areas in that **Said Land** for parking of the vehicles. Considering the availability of parking area in the various Projects, the Promoter reserves the right to sell / allot parking area for the exclusive use of Allottee/s of the Project at any suitable location in the **Said Land** which shall not be changed/altered by Society/Apex Body/Federation The Allottee/s who have been sold / allotted rights to use the parking area/s has/have requested that his/her/their, along with the other Allottees, parking space in the common parking area be earmarked. This would make parking of the vehicles convenient for all concerned allottees. The perpetual rights of exclusive use of the parking space shall always remain with the Allottee/s and no other allottee/s shall have any objection / claim thereon in any manner whatsoever.
- h. **“Default by Allottee”** shall mean non-compliance of any of the terms and conditions and/or obligations under this Agreement and includes not making any of the payments due on or before the due date in terms of this agreement. A default is deemed to have occurred immediately upon the breach of any condition or missing the deadline for payment of any amount or installment due.
- i. **“Discretion of the Promoter”, or “Promoter’s discretion”**, and any grammatical variations thereof, shall mean, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s including future occupants and all other concerned persons through or under the Allottee or Promoter, and which shall not be called into question and/or challenged and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons.

- j. **“Entire Land”** shall mean the land more particularly described in **First Schedule A**. In the event, any additional land is subsequently added by following the provisions of law, the meaning of the word **Entire Land** shall automatically stand amended to include such additional land.
- k. **“Entitlement” of the Promoter, and/or the Promoter being “entitled”**, and any grammatical variations thereof, the same shall mean and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over and/or in relation to the act, deed, matter, or thing in question.
- l. **“EWS land”** shall mean the land on which the EWS project is being developed and implemented by the promoter in terms of the prevailing law and which land is more particularly described in **First Schedule D** written hereunder and which shall be conveyed to the society of EWS project in terms of the law. The Project so developed shall have its own access and open space.
- m. **“Exclusive Club House”** shall mean club house structure to be constructed / constructed by consuming FSI of 3742.86 sq meters on the Exclusive Club House Land. This shall have restricted use. The rights to own/use and enjoy shall vest with only those allottees who have purchased a residential apartment along with exclusive rights in the said Exclusive Club House on payment of consideration amount towards the same in all the projects developed and/or to be developed on the **Said Land**. Allottee/s agree to make payment of said consideration amount for exclusive use of Exclusive Club House per **Schedule Fourth (A) (iv)** hereunder.
- n. **“Exclusive Club House Land”** shall mean land on which the Exclusive Club House is to be developed and implemented by the Promoter as a separate real estate project in terms of the prevailing law and which land is more particularly described in **First Schedule E** written hereunder.
- o. **“Federation Common Areas” or “FCA”** shall mean the list of amenities described in the **Seventh Schedule C** written hereunder. These Federation Common Areas shall be for the shared use of individual allottees of all the projects developed and/or to be developed on the **Said Land**. Further, the Allottee/s herein agree/s and give/s its consent to share all the Federation Common Areas amongst all apartment allottee/s of the other projects developed and/or to be developed on the **Said Land** as mentioned in individual Articles of Agreement and as per the bye laws of the Apex Body / Federation. The same is more particularly listed in **Seventh Schedule C**. The Shared Club House being provided is a part of the Federation Common Areas and shall be exclusively used by allottees who have purchased residential unit in any of the project constructed / to be constructed on the **Said Land**. The allottees are made aware that the allottees purchasing a commercial unit in this or any of the project shall not be entitled to use and enjoy the said Shared Club House or to contribute towards the related cost of the same or to have any right thereto.
- p. **“Federation Common Area Maintenance Charges or FCAMC”** shall mean the charges payable towards the FCA, towards ground rents, taxes, water charges and

costs payable to any authority. It shall also include local taxes, betterment charges or such other levies by the concerned local authority and/or Government and towards water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, up-keep gardens, security, housekeeping and all other expenses necessary and incidental to the management and maintenance of the FCA and salaries, wages, electricity charges, water charges, all annual maintenance charges and maintenance costs of all equipment and machinery, including STP, elevators, DG set, Common Parking Areas, mechanical parking (if provided) and all other expenses of and incidental to the management and maintenance under the said Apex Body / Federation.

- q. **“Liquidated Damages”** shall mean the pre-decided liquidated damages payable by the Allottee/s as mentioned in Clause 36 a. (1) together with the brokerage/commission paid to the estate agent/s in relation to the allotment of the Apartment, which the Parties mutually confirm that they consider the same to be reasonable and not amounting to a penalty.
- r. **“Notice”** shall mean any communication by the Promoter to the Allottee/s or vice-versa. The said communication shall be by e-mail or courier with the proof of delivery or Registered Post Acknowledgement Due. The Promoter may at his discretion provide the Allottee/s access to a mobile application with web / internet access. The Allottee/s shall install the App on a mobile phone or access via the URL provided by the Promoter. In the event the mobile app is created, any communication between the Parties over the application shall be considered a notice.
- s. **“Notice of default”** shall mean a notice sent by the Allottee/s or the Promoter as the case may be to the other party describing the nature of any default that has taken place by the other party.
- t. **“Payment Plan / Payment Schedule”** shall mean the payment plan / payment schedule more particularly described in the **Fifth Schedule** written hereunder. The time of payment or timely payment of each of the installments as per the Payment Plan/Payment Schedule and/or any other payment due or payable under this Agreement shall always be the essence of this Agreement.
- u. **“Permitted Assign”** shall mean an assignee approved by the Promoter if assignment is to be done before the execution of the Conveyance Deed in favour of the Society.
- v. **“Plans”** shall mean the plans, drawings and layout as currently approved and sanctioned by the PMRDA and concerned Governmental Authorities in respect of the Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Project, or any part thereof, and/or as may be sanctioned and approved from time to time; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion and/or as required by any Governmental Authority.
- w. **“Project”** shall mean 2 building/s consisting of 14 floors in each such building, as is

more particularly described in the **Second Schedule A** and shall include the common areas more particularly described in the **Seventh Schedule**.

- x. **“Project Land”** shall mean the land more particularly described in the **First Schedule C** to this Agreement. In the event any additional land (whether within the Remaining Land or outside the Remaining Land) is subsequently added by following the provisions of law, the meaning of the word **Project Land** shall automatically stand amended to include such additional land.
- y. **“Remaining Land”** shall be the **Said Land** (apart from the **Project Land**) developable by the Promoter at its sole discretion,
- z. **“Said building/s”** shall mean the building/s to be constructed on the **Project Land** and forming part of Project. The said Apartment or unit forms part of the Said building.
- aa. **“Said Land”** shall mean the **Entire Land** excluding the Amenity Space, EWS land and the 24 m wide roads and is more particularly marked in the plan annexed hereto at **Annexure 3**. The **Said Land** is more particularly described in the **First Schedule B** stated hereunder.
- bb. **“Shared Club House”** shall mean club house structure constructed free of FSI and is for the utilization of all allottees owning residential Unit in any of the projects on the **Said Land**. This is part of the Federation Common Areas and amenities more particularly described hereunder. Shared Club House shall have facilities/amenities that are more particularly listed in **Eighth Schedule** written hereunder.
- cc. **“Society”** shall mean a Co-operative Society or a Co-operative Housing Society or any other Co-operative Society to be formed of the allottee/s of the units/apartments forming part of the Project, to be formed under the Maharashtra Co-operative Societies Act, 1960 or other applicable law and more particularly described in Clause 15 hereunder.
- dd. **“Society Common Areas”** shall mean the areas, amenities and facilities within the Project, intended for the common use of, inter alia, Allottees, owners and occupants, from time to time of the Apartments, and more particularly described in **Seventh Schedule A** written hereunder which is to be conveyed to the society to be formed for the Project.
- ee. **“Society Common Area Maintenance” or “S-CAM”** shall mean the management, upkeep and maintenance of the Society Common Areas of the Project and includes but is not limited to cleaning/housekeeping, security, sanitation, upkeep of all Society Common Areas of the Project
- ff. **“Society Common Area Maintenance Charges” or “S-CAM Charges”** shall mean the charges payable towards the S-CAM and shall also include local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of

clerks, bill collectors, gardens, security, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project, salaries, wages, electricity charges, all annual maintenance charges and maintenance costs of all equipment and machineries, including elevators, DG set, and all other expenses of and incidental to the management and maintenance of the said Project. S-CAM Charges shall always exclude costs of water procured by tankers and costs of diesel which shall be payable by way of additional supplementary billing based upon actuals payable from the date of possession or completion or occupancy certificate, whichever is earlier. DG set backup will be by common DG belonging to the Apex Body/Federation however the running cost of the same shall be apportioned by Apex Body/ Federation to each society.

- gg. **“Taxes”** shall mean all present, future, and enhanced taxes, imposts, dues, premiums, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied/notified under any Applicable Law and/or by Governmental Authorities, attributable to and/or in relation to and/or arising from and/or notified or imposed or levied upon, the Agreement for allotment and sale herein, and/or the land or the Apartment and/or the Common areas or facilities and/or Federation Common Areas and facilities and/or this Agreement and/or upon the Purchase Price and/or any or all of the other Payment/s referred herein, and/or upon the Federation to be formed and/or in respect of the documents and writings to be executed in their favour, as contemplated herein and/or otherwise; and includes goods and services tax, education tax/cess, local body tax, property rates and taxes and cesses, Non agricultural tax, stamp duty and registration charges, and any taxes (as defined herein before), imposts, impositions, levies or charges, in the nature of any notification or any indirect tax or in relation thereto, that is/are imposed or levied or notified by any Governmental Authority.
- hh. **“Terminable Default”** shall mean a default, whereby the non-defaulting party is provided with the right to terminate this agreement in the following cases:
- i. In the case of default not relating to payment is not cured or made good within the period mentioned in the Termination Notice;
  - ii. In the case of default in making payment as per the due date mentioned in any cure notice;
  - iii. In the case of default in making payment immediately upon the occurrence of a default being the fourth instance of a delay in making payment where the previous three delays were cured as per the cure notice or where any previous delay/s though not cured during the cure notice, were condoned by the Promoter.
- ii. **“Termination Notice”** shall mean the notice by which this Agreement stands cancelled pursuant to a Terminable Default having taken place
- jj. **“The Act”** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules thereunder from time to time.
- kk. **“Useable area/s”** shall mean the areas collectively of the balcony, terrace and utility as defined below.

- ll. **“Useable Area of balcony”** shall mean the area of the balcony, is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Purchaser/Allottee. When the balcony is enclosed, the carpet area shall be measured from the line of the Apartment as per the sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the carpet area of the balcony.
- mm. **“Useable area of Terrace”** shall mean the area of the terrace, which is appurtenant to the net usable floor area of the Apartment or Unit, meant for the exclusive use of the Allottee/s. The area of the terrace shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing.
- nn. **“Useable area of Utility”** shall mean the area of utility, which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Purchaser/ Allottee. The area of the utility shall be calculated till the outer edge/s of the slab i.e. it shall include the railing or till the inside of the parapet wall, as the case may be.

## **2. NAME OF THE PROJECT**

The development on the **Project Land** aforesaid shall always be known as defined in the **Second Schedule A** or by such other name as may be desired by the Promoter at its discretion and this covenant shall be binding upon the successors in title of the Promoter and/or the Allottee/s including the Society/ies and the Apex Body/Federation (formed in the manner as provided herein) in perpetuity

## **3A. DESCRIPTION OF THE PROJECT LAND**

- i. The land on which the said Project, more particularly described in the **Second Schedule A** hereto, shall be developed, is more particularly described in the **First Schedule C** hereto and referred to as **Project Land**
- ii. The Promoter shall construct the said Project on the **Project Land** in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- iii. The development of the **Remaining Land** into various other projects will be as per the decision and discretion of the Promoter.
- iv. Save and except, the modification/s or alteration/s to the sanctioned plan/s of the said apartment and building in which the said apartment is, in the said Project, the Promoter shall not be liable to obtain the consent of any allottee of the Project for any purpose whatsoever.

## **3B. DESCRIPTION of THE EXCLUSIVE CLUB HOUSE LAND**

**“Exclusive Club House Land”** shall mean land on which the Exclusive Club House is to be developed and implemented by the Promoter as a separate real estate project in terms of the prevailing law and which land is more particularly described in **First Schedule E** written hereunder.

#### **4A. DESCRIPTION OF THE UNIT/APARTMENT**

The Allottee/s hereby agrees to purchase from the Promoter the Unit/Apartment more particularly described in the **Third Schedule A** hereto.

#### **4B. THE EXCLUSIVE CLUB HOUSE**

- i. The Exclusive Club House is a separate real estate project under the Act and the allottees of residential units (who would purchase / acquire interest in the Exclusive Club House for consideration) shall have right in the said Exclusive Club House as explained here under.
- ii. Allottee/s is/are aware that the said Exclusive Club House shall be constructed by utilizing / consuming around 3742 sq meters of FSI and shall have restricted use as described herein. The rights of ownership/use and enjoyment shall vest with only those allottees who have acquired exclusive rights for the same under this or other Articles of Agreements on payment of consideration amount as mentioned in **Fourth Schedule (A) (iv)** in their respective articles of agreement.
- iii. Exclusive Club House shall have facilities and amenities more particularly listed in **Annexure 11B** annexed herewith.
- iv. The right to own and use the facilities at the Exclusive Club House shall coexist and run with the said Apartment and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Apartment upon the sale / transfer of the Apartment by the Allottee/s. In the event, the Apartment is sold/ transferred by the Allottee/s, then the Allottee/s or anyone claiming through such Allottee/s, shall cease to be the owner/members of the Exclusive Club House, and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Apartment, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Society for the Exclusive Club House..
- v. The maintenance and upkeep of the Exclusive Club House shall be done for and on behalf of the Allottee/s by the promoter till the society is formed for the Exclusive Club House and upon formation of the society for The Exclusive Club House, the society or the Facility Management Agency appointed by the Promoter will maintain and upkeep the said Exclusive Club House.. The charges payable for the maintenance and up-keep of the Exclusive Club House shall be contributed equally by the members of the society formed for the Exclusive Club House. The Allottee/s agree and undertake to pay, with effect from the date of completion of the Exclusive Club House the Allottee's share of amount as mentioned in the **Fourth Schedule F** towards the maintenance and upkeep of the said Exclusive Club House as determined by the Promoter or the society formed for the Exclusive Club House, as the case may be.
- vi. In the event, Allottee/s delays or defaults, for any reason whatsoever, in making timely payment of invoice raised with regards to the maintenance for said Exclusive Club House, then the Allottee/s shall be obliged to pay to the Promoter / society

formed for the Exclusive Club House, as the case may be, interest at the rate \_\_\_ % per annum, on the amount due/s in arrears for the period of the delay in payment of such dues plus administration fee of Rs. 1000/- per default, without prejudice to the rights of the Promoter as provided herein below or the society formed for the Exclusive Club House under its bye laws.

- vii. In the event, the Allottee/s is/are in arrears towards S-CAM Charges and FCAMC and/or the maintenance charges and interest levied by society formed for the Exclusive Club House, the Allottee/s shall not be entitled to use and enjoy said Exclusive Club House till the dues along with interest, if any, are cleared. Allottee/s hereby voluntarily give up their right and entitlement to enter, use and enjoy the Exclusive Club House or any of its facilities till the time all arrears towards S-CAM Charges and FCAMC and/or the society formed for the Exclusive Club House are cleared by the Allottee/s.
- viii. The structure of the said Exclusive Club House shall be conveyed to the society formed for the Exclusive Club House comprising of the allottees who have acquired undivided right, title and interest in the said Exclusive Club House. The Exclusive Club House shall consist of a maximum of 1800 purchasers as determined by the Promoter and based on the final number of purchasers each individual shall have an equal share in the clubhouse. The Allottee/s is / are satisfied that the amenities and facilities provided in the Exclusive Club House shall be sufficient for 1800 purchasers. The Exclusive Club House shall be ready in proportion to the number of residential units in all projects to be developed on the **Said Land** within a period of 12 months from the completion of this Project. The facilities that can be accommodated within this area shall be as per the choice of the Promoter
- ix. The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided in the said Exclusive Club House. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective service providers in the Exclusive Club House. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance / non-performance or otherwise of these services provided by the respective service providers in the Exclusive Club House.
- x. Allottee/s is/are aware that the land on which the Exclusive Club House is located shall be conveyed to the Apex Body/Federation as per the provisions of the Act and rules framed thereunder. A society of all allottees (in all projects developed / to be developed on the **Said Land**) of the Exclusive Club House shall become member of such Apex Body/Federation. It is agreed and understood that the society formed for the Exclusive Club House shall contribute such amount as may be determined by the Apex Body / Federation towards its share of maintenance i.e. FCAMC to maintain and upkeep Federation Common Areas.
- xi. Without prejudice to the right of the Promoter, if the Allottee/s on committing any default in payment of any amount due from the Allottee/s, under this clause on the due date, shall be considered as a Terminable Default, and in such case, the Promoter may proceed with termination as provided herein and consequences of

termination as stated in clause 36 hereunder shall follow.

- xii. Till the society for Exclusive Club House is formed as per The Act, the promoter shall maintain and upkeep the same and the allottees will pay the maintenance amount to the Promoter.

## **5. CONSIDERATION & PAYMENT SCHEDULE**

a. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Apartment as described in the **Third Schedule A** and share (as applicable) in the Exclusive Club House for a consideration / purchase price more particularly detailed in the **Fourth Schedule A** written hereunder.

b. The total consideration of the Apartment, more particularly described in **Fourth Schedule A** includes the proportionate price towards the Society Common Areas and proportionate price towards the Federation Common Areas, which are more particularly detailed in the **Seventh Schedule A** and **C** respectively written hereunder.

c. The total purchase price / consideration payable by the Allottee/s to the Promoter is inclusive of: (i) Cost of the Apartment, (ii) Infrastructure Cost, (iii) Cost towards Shared Club House in FCA (iv) Gram Panchayat/Zilla Parishad/Collector/Authority charges and (v) MSEDCL charges but excluding power supply and all running costs or operational costs or maintenance / up-keep costs.

d. In addition to a,b and c above taxes plus charges mentioned in **Fourth Schedule B** to **Fourth Schedule F** all other amounts specifically mentioned in this agreement are separately payable. Further, diesel and water procurement by tankers or otherwise and consumption charges till the final hand over to the Society and/or to the Apex Body/Federation shall be payable as may be applicable. The amounts due shall be paid by the Allottee/s as and when due and called upon to do so by the Promoter in terms of this Agreement. It also excludes refundable deposits to be paid for the Apartment to any Authority/ies.

Provided the Allottee/s shall not be entitled to claim possession and/or allotment and/or transfer of the said Apartment until the Allottee/s has/have paid the full and complete dues and consideration payable to the Promoter under this Agreement or by a separate contract or otherwise.

The Promoter is entitled to merge or consolidate two or more installments in its sole discretion by simultaneously executing the contemplated work in the Payment Plan/Schedule.

The Promoter is entitled to withdraw amount mentioned in **Fourth Schedule A (iv)** as and when the same is paid by the Allottee/s or as the Promoter may deem fit.

e. The Total Purchase Price/consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed or notified by the competent authority/Local Bodies/Government from time to time and/or

any Act of God / Force Majeure event or due to stoppage of work on account of a work-stop order by any authority/ies or any strike or -availability of labour or material which is beyond the control of the Promoter. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost premium, or levies imposed by the competent authorities etc., or for escalation as provided in this clause, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect or supporting documentation authenticated by an Architect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

## **6. MODE OF PAYMENT**

a. The Allottee/s shall pay the amount due under installments as is mentioned in the Payment Plan within the time stipulated in the notice and upon milestone being achieved.

b. All payments mentioned herein shall be made by NEFT or RTGS or account payee cheques or demand drafts or Bankers Cheques or Pay Orders payable at par on banks in Pune and not otherwise. The date of payment shall be considered as the date on which the payment is credited to the account of the Promoter in Pune. Bank charges for outstation cheques shall be borne by the Allottee.

c. The account number for the project as required under section 4.(2) (I) (D) of RERA is Gera Properties Private Limited "Gera's World of Joy Project \_\_\_\_ Account no. \_\_\_\_\_ towards the payment of consideration amount of the said unit and Gera Properties Private Limited "Gera's World of Joy Project \_\_\_\_ Account no. \_\_\_\_\_ towards payment of taxes and other charges of the said unit by cheque and /or demand draft only.

d. In order to provide a more seamless experience with regards to payments made online or directly to the bank of the promoter, the purchaser shall have a unique virtual account. All online /offline payments through RTGS or NEFT should be made to this unique account number. The unique account number serves as a routing number and the funds are credited by the bank to the main account defined above. This will ensure that payments are reflected immediately in the account of the purchaser. The unique virtual account number for the purchaser is \_\_\_\_\_ for the payment of consideration amount and account number \_\_\_\_\_ for the payment of taxes and other charges of the said unit. .

e. The Allottee/s shall be obliged to pay to the Promoter interest at the same rate payable by the Promoter to the Allottee, as provided under the rules of the Act, on the amount of the installments and/or due/s in arrears for the period of the delay in payment of such installments and/or dues, without prejudice to the rights of the Promoter as provided herein below.

f. Any failure by the Allottee/s to make any payment/s on or before the due date shall be considered as a default or a Terminable Default, as the case may be.

g. In the event of any payment being made prior to the due date there will be no interest remission payable unless it is under special offer or scheme and the terms of such scheme is executed between the parties in writing.

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

i. The Promoter shall acknowledge the receipt of the payment made by the Allottee/s within 14 days from the date of payment being made to the Promoter or within 7 days of being intimated by the Allottee/s of such payment.

## **7. TAXATION**

i. The consideration herein is exclusive of taxes. Taxes are defined in 1 gg. The Allottee/s hereby agree/s that in the event of imposition of any additional new tax or revision in taxes by Government of India or State of Maharashtra or Gram Panchayat/Zilla Parishad/Collector/Authority including those which will affect development of the lands construction, purchase, sale of property then in that case, the Promoter shall be entitled to claim the same from the Allottee/s on pro rata basis, if such tax is required to be paid then, such tax or burden will be calculated by the Chartered Accountant and project Architect. The certified calculations of such tax calculated by Chartered Accountant and project Architect will be provided to the Allottee/s and the Allottee/s shall be bound to pay the same. If such tax is levied before the possession of the said Apartment is given, then in that case the Allottee/s shall pay the same as due before taking possession and in case possession of the said Apartment is given then in that case within 15 days from demand of such amount by the Promoter. So also, if the tax is levied after possession, the Allottee/s shall be liable to pay his/her/its/their share of the same without demur.

ii. The Allottee/s hereby further agree/s that in the event of any amount not already referred to herein by way of premium or deposit payable to the Central or State Government or betterment charges or development charges or development tax or any other amounts or charges or taxes payable to any body or authority for grant of any permission/NOC/license or connection or installation of any services or any other tax or statutory liability or payment of a similar nature, being demanded from the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion to the area of the aforesaid Apartment, agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s. In addition to the consideration and other amounts also payable by the Allottee/s, the Allottee/s shall be liable to pay to the Promoter the sum calculated at the rate and on the basis prescribed and payable as and by way of Works Contract Tax, if payable to the Government of Maharashtra, GST and/or other dues to the State or Centre by means of taxes or otherwise before handing over the possession of the said Apartment as aforesaid.

iii. Any outstanding amounts due from the Allottee/s shall automatically create a charge of the Promoter on the said Apartment.

## **8. EVENT OF DEFAULT IN PAYMENT OF DUES AND / OR INTEREST**

a. Without prejudice to the right of the Promoter to charge interest in this Agreement, the Allottee/s on committing any default in payment of any amount due from the Allottee/s,

under this Agreement on the due date, can be considered as a default or a Terminable Default, as the case may be.

Post possession, if Allottee/s commits default in payment of any amount of maintenance charges or any other amounts payable to the Promoter, then such a default shall be considered as Terminable Default and the Promoter can repossess the Apartment from Allottee/s.

The word amount in this sub clause shall mean any dues due from the Allottee/s under any head whatsoever in this Agreement.

b. Any condonation or leniency shown by the Promoter or delay or extension in timely raising of bill or invoice by the Promoter in such case shall not mean a waiver and shall not affect the rights of the Promoter to terminate this Agreement in terms of this clause.

## **9. FIXTURES, FITTINGS AND SPECIFICATIONS**

The fixtures, fittings and specifications of the Apartment to be provided by the Promoter in the said Apartment as are set out in the **Third Schedule B**, written hereunder. The Allottee/s hereby agrees, declares and confirms that save and except the fixtures, fittings as mentioned in the said **Third Schedule B**, the Promoter shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the said Apartment.

## **10. OPTIONS OF SPECIFICATIONS**

Notwithstanding the fact that as defined in the **Third Schedule B** hereto, where the choice of specifications lies with the Promoter, it is agreed to between the Promoter and the Allottee/s that in the event of the Promoter chooses to offer any options and the Allottee/s choosing/es any of the alternative options offered by the Promoter in the said Apartment agreed to be purchased by him/her/it/them, the Promoter shall provide the same, provided that the Allottee/s agree/s to pay and pays the extra costs involved in advance and that provided the options so selected, are communicated in writing to the Promoter sufficiently in advance within the time limit as decided by the Promoter and not thereafter. Options once selected shall be binding on the Allottee/s and shall not be changed for any reason whatsoever.

## **11. POSSESSION**

### **11.1 DATE OF POSSESSION**

a. Possession of the said Apartment shall be offered by the Promoter only after the Occupation Certificate is obtained, by the Promoter. After obtaining occupation certificate in respect of the said Apartment from the concerned authority and receipt of all amounts mentioned in the **Fourth Schedule** written hereunder or elsewhere in the Agreement, within 30 days, the Promoter shall offer possession of the Apartment to the Allottee/s as specified in the **Sixth Schedule** hereunder written.

b. In the event the Allottee/s is given an intimation to take possession, but does not do so or fails within 30 days of the receipt or deemed receipt thereof, the Allottee/s shall be liable to pay the Promoter a sum as mentioned in the **Fourth Schedule B** as holding charges,

which include the charge for looking after the Apartment, replace any fitting/s that may get stolen and to provide the Apartment in a proper condition when the Allottee/s comes to take possession thereof. This holding charge shall be applicable from the date the Allottee/s is being invited to take the possession till the date of possession having been taken by the Allottee. The Allottee may by written authorization permit his/her/their representatives to take possession on behalf of the allottee.

c. This holding period shall not exceed 60 days and if the Allottee/s does not take possession for a period in excess of 60 days, he shall be deemed to have committed a terminable breach of the Agreement and the Promoter may terminate this Agreement by issuing a Termination Notice. The consequence of termination shall follow.

d. The Allottee/s hereby agree/s and confirm/s that it does not have any objection with regard to receiving the possession of the Apartment at an early date from the date specified in **Sixth Schedule** hereunder from the Promoter and, as such, hereby admits and undertakes to make payment of the entire consideration in respect of the Apartment and all other amounts payable by the Allottee/s in respect of the Apartment at such early date, in the event the Promoter is able to expedite the development of the Project and handover the possession of the Apartment at such early date. It is clarified that in the event the Promoter provides the possession of the Apartment to the Allottee at such early date, then such early date, on which the Promoter offers the possession of the Apartment, shall be construed as the Possession Date under this Agreement.

## **11.2 PROCEDURE FOR TAKING POSSESSION**

a. Once the apartment is ready for occupation, the Promoter shall offer the same to the Allottee/s in writing. The Allottee/s shall, within 21 days of such offer, pay the balance due to the Promoter under all heads whatsoever. The same includes but are not restricted to those specified in the **Fourth Schedule** hereunder written. Only upon the payment of all dues by the Allottee/s, shall the Promoter handover possession of the said Apartment to the Allottee/s.

b. The Promoter shall invite and the Allottee/s shall inspect the Apartment and take possession. The Allottee/s may exercise its right to inspect, measure, and confirm that the Allottee is satisfied with the Apartment. Subject to sub-clause (e) below, upon the Allottee/s taking possession, it shall be deemed to be to the satisfaction of the Allottee/s.

c. Upon written request by the Allottee/s, the Promoter shall confirm the final carpet and usable area that has been allotted to the Allottee/s after the construction of the building in which the Apartment is located or the Unit is complete and the occupancy certificate or completion certificate is granted by the competent authority. In the event of any variation in the carpet and usable area, the Promoter shall furnish details of the variation, subject to a maximum of three percent on account of plaster, skirting, ledges and structural members etc. The total price payable for the carpet and usable area shall be recalculated upon confirmation by the Promoter.

d. In the event the carpet and usable area is less by over 3%, the same would be treated as a Terminable Default and the Allottee/s shall have the option to claim a refund for the shortfall of area or termination of the Apartment purchase by issuing a Termination Notice

to the Promoter. In the event the carpet and usable area is more by over 3%, the same shall be treated as a Terminable Default and the Promoter shall have the option whether to provide a refund of the amounts paid and cancel this Apartment by issuing a Termination Notice to the Allottee/s or claim the proportionate extra amount for the extra area. In case either party exercises their right to terminate the process as per the termination, the consequences of termination herein shall be followed. In the event any additional document is required to be executed and/or registered, the parties hereto shall comply. The cost of stamp duty and registration charges shall be of the Allottee/s alone.

e. At the time of being invited to take possession, the Allottee/s may express in writing his/her/their dis-satisfaction with the said Apartment or upon possession (having been taken by the Allottee/s after inspection and satisfaction regarding the materials, carpet and usable area and workmanship) the Allottee/s may express, in writing within 14 days from the possession date, his/her/their dis-satisfaction with the said Apartment/s/Unit. In such a case of receiving the note of dis-satisfaction, the Promoter, at its sole discretion, (without assigning any reason thereof) have the right to terminate this Agreement and in case of such termination, the Promoter shall refund the amounts paid by the Allottee/s to the Promoter along with the interest mentioned in the rules of the Act, from the date of termination till its realization and Allottee/s shall be bound to accept the same and return the possession and cancel these presents as per the provisions of termination stated herein.

f. After the expiry of period of 14 days from date of possession it shall be presumed that the Allottee/s is/are fully satisfied with the said Apartment and the development.

g. Promoter shall give possession of the Apartment to the Allottee/s as per the provisions of this Agreement. In case the Allottee/s fails to take possession within the time provided, the Allottee/s shall nevertheless be liable to pay maintenance and S-CAM charges for 12 months as applicable from 15 days after the date of receipt of notice by the Promoter to take the possession of the said Apartment. Allottee/s shall also liable to pay to the Promoter Holding Charges as mentioned in **Fourth Schedule B** written hereunder.

### **11.3 DEPOSITS AND PAYMENTS DUE AT THE TIME OF POSSESSION**

All amounts due under all heads whatsoever, including deposits, shall be paid by the Allottee/s prior to the possession being handed over.

### **11.4 DELAY IN HANDING OVER POSSESSION**

a. If the Promoter fails to abide by the time schedule for completing the Project and handing over possession of the Apartment to the Allottee/s as defined in the **Sixth Schedule** hereto, the Promoter agrees to pay to the Allottee/s, provided the Allottee/s does not intend to withdraw from the Project, (subject always to Allottee being in compliance of all its obligations as set out in this Agreement including timely payments of amounts), interest as specified in the Rules of the Act, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s waive/s his/her/its/their right to claim interest if the Allottee/s is/are in default or breach of any part of this Agreement including being in arrears of any amounts due to the Promoters.

b. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond its control by the aforesaid date, then the Promoter shall be liable, on demand, to refund to the Allottee/s, the amounts already received by it in respect of the Apartment with interest at the same rate as charged to the Allottee/s for delayed payment from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

c. Provided further that the Promoter shall be entitled to an extension for a period of 6 months and such further reasonable extension of time for giving possession of Apartment on the aforesaid date, as may be granted by, on such terms and conditions and on payment of such fees as may be prescribed by, the concerned authority/ies, if the completion of building in which the Apartment is to be situated is delayed on account of –

- 1) War, civil commotion;
- 2) Act of God or Force Majeure;
- 3) Any notice, order, rule, regulation, notification or directive of the Government and/or other local or public or private body or competent authority/ court/ tribunal/ any quasi-judicial body or authority;
- 4) Any prohibitory order of any court against the development of the building/ land;
- 5) Flood, drought, cyclone, fire, earthquake, or any other calamity caused by the nature affecting the regular development of the real estate project;
- 6) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labours etc.; or
- 7) Delay on account of the following:
  - i. Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Promoter; or
  - ii. Strikes or agitation by the workers, employees or laborers of the Promoter or the contractors or suppliers; or
  - iii. Government seizures of the equipment and/or plant of the building; or
  - iv. Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement; or
  - v. Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Apartment for reasons not attributable to the Promoter; or
  - vi. Act of interference or action by civil or military authorities, act of terrorism or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.
  - vii. The allottee being in arrears of dues for any period of this agreement.
  - viii. If more than 1/3<sup>rd</sup> of the allottees in the said project are in arrears of any dues to the Promoter.

d. The Promoter shall, wherever it is necessary, intimate the concerned authority under the Act in this regard.

e. The Promoter shall not be liable to pay any compensation to the Allottee/s for delay on any account of the abovementioned reasons and/or situations or conditions set out above.

## **12. DEFECT LIABILITY AND FACILITY MANAGEMENT AGENCY**

**12.1** The parties hereto will execute, a Defect Liability Agreement termed as Warranty Agreement at the time of possession of the unit.

**12.2** Promoter shall have an option to appoint an agency, firm, corporate body, organization or any other person ("Facility Management Agency") to manage, upkeep and maintain the buildings and other areas in the Project including sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, parking space/s and open spaces, and Allottee/s agree and consent to the appointment of such Facility Management Agency of its choice by the Promoter. In such a case, at the instance of Promoter, Facility Management Agency shall also be entitled, to collect S-CAM Charges and FCAMC from Allottee/s. It is hereby clearly clarified, agreed and understood that the Facility Management Agency shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Society and/or Apex Body / Federation. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Promoter has or may have to enter into with the Facility Management Agency. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or Society / Apex Body / Federation for any act, deed, matter or thing committed or omitted to be done by the Facility Management Agency in the due course of such maintenance, management and control of the Common Area and Federation Common Area. The Allottee/s agree(s) to pay the necessary fees as may be determined by the Promoter/Facility Management Agency.

**12.3** The promoter has offered the purchaser an option to avail a 2 year extension of the mandatory 5 year defect liability period for the inside of the unit. This extension is only for the inside of the unit and excludes the common areas and the electric/electro-mechanical/electronic items provided in the unit. In the event the purchaser is desirous of accepting this offer the same shall be reflected in **Fourth Schedule** and in such an event the extended defect liability period is availed of, the same shall be reflected in the warranty agreement to be executed as mentioned in 12.1 above (a draft of the standard warranty agreement has been perused by the purchaser already).

## **13. SOCIETY COMMON AREAS AND FEDERATION COMMON AREAS**

The Society Common Areas and the Common Parking Areas, as described in the **Seventh Schedule A** and **Seventh Schedule B** respectively, shall constitute the Common Areas of the Project and which shall ensure for the more beneficial use and enjoyment (in common with one another in the said Project) of the holders, for the time being, of the various Apartments comprised in the said Project. The Society Common Areas will be conveyed to the respective society and the Federation Common Areas along with the land and Common Parking Areas shall be conveyed to the Apex Body/Federation, taking into consideration all or any exclusive rights conferred to the Purchasers (of the individual projects) as defined in the agreement of the Purchaser. The Federation Common Areas as more particularly described in the **Seventh Schedule C** shall be shared amongst customers of all the Projects in the **Entire Land** as described/mentioned in individual articles of agreement. The same shall be common for all the projects developed and/or to be developed on the **Said Land**. Barring what is stated in the **Seventh Schedule** hereto, the Promoter shall not be

required to provide any further amenities, facilities, equipment etc. for the Common Areas and Federation Common Areas. The Allottee/s shall have no claim whatsoever in the Common Areas and the Federation Common Areas which will remain the area of the Promoter until the Conveyance is done and until the charge is handed over to the Society and the Apex Body/Federation respectively. The Allottee/s has/have requested to earmark the parking area of the allottee for convenience of all concerned.

**14. 1 SOCIETY COMMON AREA MAINTENANCE CHARGES (S-CAM Charges),  
FEDERATION COMMON AREAS CHARGES (FCAMS)**

a. The Allottee/s agree and undertake to pay, with effect from the date of completion or date of possession, whichever is earlier, irrespective of whether the Allottee/s has/have taken possession of the said Apartment or not, the Allottee's proportionate amount as mentioned in the **Fourth Schedule C1** towards the cost of the S-CAM Charges for the repairs, and/or maintenance of the building/s and/or the Project as determined by the Promoter or the Society, as the case may be and amount as mentioned in the **Fourth Schedule C3** towards the sinking fund for the repairs and maintenance of the building/s and/or the Project as determined by the Promoter or the Society, as the case may be.

b. The Allottee/s agree and undertake to pay, with effect from the date of completion or date of possession, whichever is earlier, irrespective of whether the Allottee/s has/have taken possession of the said Apartment or not, the Allottee's proportionate amount as mentioned in the **Fourth Schedule C2** towards bearing the cost of the FCAMC as determined by the Promoter or the Apex Body/Federation, as the case may be.

c. These charges mentioned in 14.1a and 14.1b, above are estimated and tentative amount to cover 12 months of expenses. However, the actual expense may be more or less based on audited accounts after first 9 months and the next call for payment will be computed based upon the actual expenses incurred along with budgetary provision for the additional facilities/amenities to be constructed during the period and inflation and amount left if any, after giving due consideration to increased number of allottees . The Allottee/s shall pay such amounts raised in the invoice within 15 days of it being raised.

d. The Allottee/s is/are informed that the concerned authority will provide piped water supply in due course and the Allottee/s agree/d to pay for tanker/bore well water until the piped water is made available and thereafter in case of any shortfall in the water supply. The Promoter is not required to pay for water for individual Apartment Allottee/s or for the common area or the Federation Common Area requirements.

e. The amounts collected under the **Fourth Schedule C1** will be used for the S-CAM and shall cover all costs related to S-CAM Charges and all other expenses of and incidental to the management and maintenance of the Society Common Area. The Allottee/s hereby indemnifies and keep indemnified the Promoter against the aforesaid payments and charges. It is agreed that the Allottee/s shall pay the Allottee's proportionate share of the aforesaid charges to the Promoter or Facility Management Agency as the case may be.

f. The amounts collected under the **Fourth Schedule C2** will be used along with the interest accrued for the FCA and shall cover all costs related to FCAMC and all other expenses of and incidental to the management and maintenance of the said Project Land

and FCA. The Allottee/s hereby indemnifies and keep indemnified the Promoter for the aforesaid payments and charges. It is agreed that the Allottee/s shall pay the Allottee's proportionate share of the aforesaid charges to the Promoter/ Facility Management Agency as the case may be.

g. The S-CAM and FCAMC payable to the Promoter and/or its nominee/s will be paid on a lump sum basis in advance computed as mentioned in the **Fourth Schedule D**.

h. The society, after the same is formed and the management is handed over, shall manage and collect S-CAM Charges for the management and maintenance of the Society Common Areas in the project. The Apex Body/Federation after the same is formed and the management is handed over, shall manage and collect FCAMC for the management and maintenance of the Federation Common Areas in the **Said Land** and also maintain and manage Common Parking Areas allotted to the respective allottees. All those areas in the **Said Land** which are not conveyed to the society and / or not specifically maintained by the Society under this Agreement shall be managed and maintained out of the FCAMC.

i. During the period, the Promoter is required to manage the Common Area Maintenance, the Promoter shall be responsible for billing, collections, accounting and book keeping, banking formalities and managing the affairs of the common areas of the Project. The Allottees agree to reimburse the Promoter for the aforementioned responsibility by paying a lump-sum amount calculated at the rate of 15% of all S-CAM charges. The Promoter is not expected to bear the cost for paying wages to tradesmen such as plumbers, carpenters, masons, painters, electricians etc. from this lumpsum amount but is expected to arrange the same for the purposes of S-CAM.

j. During the period, the Promoter is managing the Federation Common Areas, the Promoter shall be responsible for cost of billing, collections, accounting and book keeping, banking formalities and managing the affairs of the Federation Common Areas of all the Projects developed and/or to be developed on the **Said Land**. The Allottees agree to reimburse the Promoter for the aforementioned responsibility by paying a lumpsum amount calculated at the rate of 15% of all FCAMC. The Promoter is not expected to bear the cost for paying wages to tradesmen such as plumbers, carpenters, masons, painters, electricians etc. from this lump-sum amount.

k. In the event it is necessary to file GST returns with regards to the S-CAM Charges or FCAMC or FCAMC, the same shall be outsourced by the Promoter to a third party/Service Provider. The costs for such Third party/Service Provider shall be borne by the Allottees and these costs shall be treated as S-CAM Charges or the FCAMC, as the case may be.

l. The Promoter shall provide account for costs incurred for S-CAM or FCA and / or Apex Body/Federation on demand by Allottee/s and/or the society and shall be entitled to demand incremental costs in case the costs for S-CAM or FCA incurred by the Promoter are in excess of the lumpsum amount .

m. The Allottee/s hereby authorizes the Promoter to withdraw directly from S-CAM Charges account and the FCAMC account, amount so required to maintain Society Common Area and FCA, as the case may be, on a monthly basis.

n. In the event a dedicated facilities manager situated at the Project is appointed for the day to day management of the Project, the salary for such facilities manager shall be paid from the S-CAM charges collected and such salary amount paid shall be deducted from the 15% lumpsum provided herein.

o. In the event a dedicated facilities manager is appointed for the day to day management of the Federation Common Areas, the salary for such facilities manager shall be paid from the FCAMC collected and such salary amount paid shall be deducted from the 15% lumpsum provided herein.

p. The Common Areas shall be maintained by the Promoter subject to the charges towards the same having been paid by the Allottees until the formation of Society and handover of charge to the Society or until administration and management thereof would be handed over to the Society.

q. The Federation Common Areas shall be maintained by the Promoter subject to the charges towards the same having been paid by the Allottees until the formation of Apex Body/Federation and handover of charge, administration and management of the FCA to the Apex Body/Federation. If the same is not paid by the Allottee/s, the society in which the Allottee/ is a member shall pay the same and the society shall recover the same from such defaulting Allottee/s.

r. In addition to the **S-CAM** charges, the Promoter may collect lump sum amounts to be spent towards the cost of purchasing water by tankers and diesel for the generator. These amounts will be spent as required by the Promoter. The Promoter shall provide receipts for payments of the same (along with any balance amounts available) at the time of handing over of the common areas to the Society.

s. As soon as convenient, after a reasonable number of Allottee/s have occupied the premises, the Promoter shall, at its discretion, form an ad hoc body of Allottee/s, who are residents of the Project. Such ad hoc body will function till the handover of the management of the development to the Society. The Promoter will manage common area maintenance and upkeep in coordination with ad hoc body from out of the contributions made by Allottees of the Project.

t. At the time of hand over of the Society Common Areas to the Society as stipulated under RERA the Promoter shall provide a copy of accounts of income and expenditure of S-CAM till the date of handover of possession to the Society. Simultaneously, the Promoter shall handover the unused amount, if any, out of the amounts collected as per the **Fourth Schedule C1** (with the accrued interest, if any) to the Society. Within 90 days of handover of the accounts and amounts as mentioned above, the Promoter shall provide an audited statement of income and expenditure for the amounts incurred for the maintenance and management of the Project. Once audited accounts are so provided no further details will be required to be provided to anybody. The Allottee/s shall be obliged to pay charges for maintenance and upkeep as provided herein and as per the audited accounts. The accounts may be inspected by the Allottee/s and incase of any errors in the same, the Promoter shall correct the same. The Allottee/s shall not raise issues/disputes as to selection of service providers, amounts payable for the services, price of purchase of materials, AMC figures incurred etc. Personal opinions of level of service by various

agencies shall not be grounds for nonpayment of maintenance for future. The expenses made by the Promoter for the common area maintenance and upkeep shall be considered as made in good faith. The Allottee/s may question only items / issues of misappropriation or fraud, subjective payments are not available for scrutiny or discussion e.g. cost of security varies depending on the type of agency and guards and all such services shall be provided and paid at the Promoter's discretion. The Promoter's liability shall cease once legal action is initiated against the person involved in any misappropriation.

u. At the time of hand over of the Federation Common Areas and Common Parking Areas to the Apex Body/Federation, the Promoter shall provide a copy of accounts of income and expenditure till the date of handover of possession to the Apex Body/Federation. Simultaneously, the Promoter shall handover the unused amount, if any, out of the amounts collected as per the **Fourth Schedule C2** (with the accrued interest, if any) to the Apex Body/Federation. Within 90 days of handover of the accounts and amounts as mentioned above, the Promoter shall provide an audited statement of income and expenditure for the amounts incurred for the maintenance and management of the Federation Common Areas. Once audited accounts are so provided no further details will be required to be provided to anybody. The Allottee/s shall be obliged to pay charges for maintenance and upkeep as provided herein and as per the audited accounts. The accounts may be inspected by the Society/ies developed on the **Said Land** and in case of any errors in the same, the Promoter shall correct the same. The Allottee/s and/or the Society/ies shall not raise issues/disputes as to selection of service providers, amounts payable for the services, price of purchase of materials, AMC figures incurred etc. Personal opinions of level of service by various agencies shall not be grounds for nonpayment of maintenance for future. The expenses made by the Promoter for the FCA and upkeep and the maintenance of the same shall be considered as made in good faith. The Allottee/s may question only items / issues of misappropriation or fraud, subjective payments are not available for scrutiny or discussion e.g. cost of security varies depending on the type of agency and guards and all such services shall be provided and paid at the Promoter's discretion. The Promoter's liability shall cease once legal action is initiated against the person involved in any misappropriation.

v. If the Allottee/s fails to pay outstanding maintenance charges or any other charges as per the agreement to the Promoter, then it will be treated as charge of the Promoter on the said Apartment and the Promoter shall have the right to treat the non-payment as a breach of terms and conditions of this agreement and may lead to consequence, including termination, as stated herein.

In the event the Allottee/s is/are in arrears, and does/do not pay/s the contribution of S-CAM and/or FCAMC and/or any other charge payable in this agreement, notwithstanding his/her/its/their liability to pay interest, if the default continues in spite of a notice of 15 days calling upon the Allottee/s to pay, the Promoter shall have the absolute authority to terminate this Agreement and consequences thereof shall ipso facto follow.

Notwithstanding the above and without prejudice to the same, at the entire discretion of the Promoter, the Promoter shall have the right to discontinue the maintenance if 20% or more of the Allottees have not paid their S-CAM charges and/or the FCAMC.

PROVIDED however that such management by the Promoter shall automatically cease and

the liability of the Allottee/s to pay the management fee to the Promoter as mentioned herein above shall cease as soon as the Society Common Areas and its possession, management and control is handed over to the Society as regards the Project takes place as envisaged herein. However, if the Allottee/s is/are in arrears, the arrears will need to be charged along with interest. The Promoter shall not be accountable or liable for any acts done in due course of management. Arrears with respect to the Society Common Areas, the same, by any Allottee/s, at the time of handing over of charge to the Society shall be shown as receivable in the books of accounts and the responsibility to collect the same shall be of the Society upon taking over the management of the Project. In case of any person/s stepping into the shoes of the Allottees, then notwithstanding any NOC from the Promoters, if the Allottee/s is in arrears of any amounts, the recovery shall; be made from the Allottees or such person who steps into the Allottees' shoes or all of them jointly and severally. The Allottee or the subsequent allottee shall be jointly or severally liable for paying the outstanding.. All the terms of this agreement shall be applicable to the subsequent allottee of the Apartment.

FURTHER PROVIDED that such management by the Promoter shall automatically cease and the liability of the Allottee/s to pay the management fee to the Promoter as mentioned herein above shall cease as soon as the Federation Common Areas and the Common Parking Area and its possession, management and control is handed over to the Apex Body/Federation as regards all the Projects developed or to be developed on the **Said Land** takes place as envisaged herein. However, if the Allottee/s is in arrears, the arrears will need to be paid. The Promoter shall not be accountable or liable for any acts done in due course of such management. Arrears with respect to the FCAMC, by any Allottee/s, at the time of handing over of charge to the Apex Body/Federation shall be shown as receivable in the books of accounts and the responsibility to collect the same shall be of the Apex Body/Federation upon taking over the management of the Share Common Areas.

w. In the event of the Society being formed or registered before the sale or disposal by the Promoter of all the Apartments/Units in the said Project or before the construction of additional storey/s which may be constructed by the Promoter on the said wing/building in the project, subject to the approval of the concerned authorities, as the case may be, the powers and authorities of the said Society so formed by the Allottee/s and Allottee/s of the other Apartments/Units in the said Project shall be subject to the overall control of the Promoter. The Promoter shall have absolute authority and control, as regards the disposal of the unsold Apartments/Units including Apartment/s/Unit/s of which the agreements are cancelled at any stage for some reason or other or the additional Apartment/s/Unit/s to be constructed in the said Project and/or other areas of the said **Entire Land** and/or on contiguous or adjoining lands proposed to be acquired by the Promoter and acquired and merged with the said Project land following the provisions of the law and the disposal thereof, and all the Allottee/s of such Apartment/s/Unit/s shall be admitted as constituents of the Project, without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc., on the basis and in the same proportion as may be payable by the other constituents thereof. Taxes, if any, shall be paid by the Promoter in respect of the said unsold Apartment/s/Unit/s on account of the same being unoccupied and further that in the event of such refund of the Local Taxes, in respect of such unsold Apartment/s/Unit/s, shall be to the credit of the Promoter alone.

x. GST (or any other tax) as applicable will be paid separately by the Allottee/s as

demanded and informed by the Promoter.

#### **14.2 SHARED CLUB HOUSE, RECREATION FACILITIES AND FEDERATION COMMON AREAS/AMENITIES**

- (i) The Shared Club House and all other Federation Common Areas shall be available to and enjoyed by the Allottee/s of the residential Apartment/s/Unit/s in all the projects developed and/or to be developed on the **Said Land** but subject to payment of FCAMC thereof. The same shall be usable by the Allottee/s in the Projects developed and or to be developed on the **Said Land** including, the Allottees of Apartment/s in the Building/s to be constructed, on the additional land, if any. **Allottees owning the commercial apartments or commercial units in this or any of the projects shall not be entitled to use the Shared Club House and the Federation Common Areas, this being an amenity/area to be used only by the allottees owning the residential apartments/units. The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the Shared Club House and all other Federation Common Areas which the Allottee/s has fully read, understood, accepted and agreed to unreservedly, that is:**
- (ii) The Shared Club House and other recreational facilities will be constructed and respectively have the one-time installation of equipment, infrastructure, amenities and facilities as the Promoter may deem fit and appropriate to install and provide therein;
- (iii) There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. (hereinafter referred to as "the Events"), held at the Shared Club House and/or other parts of the FCA, by the Promoter, Society, Apex Body/Federation or one or more of the Allottee/s of the Apartments/Units, subject to the permission of the Promoter and/or the Apex Body/Federation, as the case may be, and in accordance with the applicable laws, rules, regulations and formalities.
- (iv) The amenities in the common area will be built and delivered to the projects in a phased manner. Details of the phasing of the amenities will be as described in the **Ninth Schedule** written hereunder.

#### **15 FORMATION OF THE SOCIETY AND THE APEX BODY/FEDERATION**

1. Once more than 51% of the agreements for sale of apartments in the Project have been executed & registered, the Promoter shall initiate steps to form a co-operative housing society of the Allottee/s for such building/s in the Project known by such name as the Promoter may decide, which society shall be responsible for maintenance and management and upkeep of the building/s after completion and handover.
2. Once the Occupation certificate or the completion certificate of the last building/s on the **Said Land** is obtained, the Promoter shall form the Apex Body / Federation as stipulated under the Act or where the required numbers of societies are formed, as per the discretion of the Promoter.

3. The Apex Body/Federation shall be named as decided by the Promoter.
4. All related costs for the formation and registration of the Society and the Apex Body/Federation as referred to hereinabove shall be borne on a pro rate basis by all Allottees payable at the time of possession. If any amount is paid by the Promoter, the same shall be reimbursed by the Allottee/s to the extent of his/her/their share.

#### **16. CONVEYANCE IN FAVOUR OF SOCIETY AND THE APEX BODY/FEDERATION**

1. As soon as a Society for the building/s in the Project is formed under clause 15.1 above, the Promoter shall within three months or such other period as provided under Rules from the date of receipt of Occupancy Certificate for the project, execute the conveyance of the structure of the building excluding basement and podiums provided (if any) therein, as contemplated under the Act.
2. As soon as Apex Body/Federation of all Societies is formed and registered under clause 15.2 above, the Promoter shall within 3 months from the date thereof or such other period as provided under Rules, but subject to receipt of occupation certificate in respect of all the buildings, forming part of all the projects developed on the **Said Land**, execute the conveyance of the complete undivided or inseparable land underneath all buildings along with basements, podiums and FCA to the Apex Body/Federation.
3. The basements, the podiums, the **Said Land**, the common parking areas, the FCA, and all other parts thereof, which are not conveyed to the respective societies, shall be conveyed to the Apex Body/Federation with such covenants as may be required for use based on assurances given under individual agreements.
4. The Promoter shall, be a member of the Society to the extent of all unsold and/or unallotted apartment(s) / flat(s) / premise(s) / unit(s), areas and spaces in the building(s). S-CAM charges shall be payable to the society only upon allotment or use of any such unsold apartment.
5. The costs, charges and expenses, stamp duty, registration fees, etc. in connection with the conveyances in favour of Society or Apex Body/Federation, shall be exclusively borne and paid proportionately by all the Allottee/s/Societies / Apex Body/Federation of the Allottees as the case may be. The Promoter shall not contribute anything towards these costs, charges or expenses of whatsoever nature. The proportionate share as demanded by the concerned authority / determined by the Promoter of such costs, charges and expenses payable by the Societies / Apex Body/Federation shall be paid by such Societies / Apex Body/Federation immediately on demand without any delay or demur.
6. The Allottee/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws of Apex Body/Federation drafted/adopted by the Promoter, necessary for the formation and registration of the Apex Body/Federation within 10 (ten) days from intimation by the Promoter. The Allottee/s agree(s) not to object to the draft/model bye-laws of Apex Body/Federation (However, the respective societies may give its suggestions for finalization). The Allottee/s shall be bound by the rules, regulations and bye-laws of

Apex Body/Federation. The Allottee/s hereby authorize(s) the Promoter to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose. The Allottee/s can amend the draft/model bye-laws of Apex Body/Federation only upon following due process of law.

#### **17. TRANSFER OF APARTMENT/UNIT BEFORE CONVEYANCE TO SOCIETY**

In the event the Allottee/s wishes to transfer or assign his/her/their rights under this Agreement to a third party, the Promoter shall be required to accord consent and act as a Confirming/Consenting party to such transfer and the entire money due and payable to the Promoter under this agreement is paid to the Promoter and all rights and obligations of the Allottee/s as stated in the agreement between the Allottee/s and the Promoter shall be conferred upon the transferee for which the Promoter shall receive a processing and acquiescence fee for written confirmation, record changes, etc. as defined in the **Fourth Schedule D**. Notwithstanding the above, the Promoter shall retain the right to refuse a transfer till the completion of the development/ receipt of OC without assigning any reason. Any transfer done without such consent shall be illegal and void and it shall not be binding upon the Promoter.

#### **18. RIGHT OF PROMOTER FOR SIGNAGE/TOWER ON THE TERRACE**

The Promoter reserves its rights in perpetuity to place signage and/or network tower on the top terrace of the building (of apartments) in an area not exceeding 150 square meters. The commercial value of this right has been considered in arriving at the consideration for the apartment, and a suitable discount has been factored in for the same. The Society and/or the Apex Body/Federation shall have the right to acquire the said right provided the same is compensated for by the Society and/or the Apex Body/Federation to the Promoter. The value will be arrived based on considering the monthly rent value of Rs. 1,00,000.00 (Rupees one lakh only) per month annualized and capitalized at the SBI prime lending (or equivalent) rate. If such a tower or signage is placed the promoter shall be required to pay S-CAM charges to the Society and Federation at the rate applicable for a 1 BR unit or for 50 sq.m unit and shall be a member of the Building Society.

#### **19. LEGAL & ADMINISTRATIVE CHARGES**

In addition to the consideration herein mentioned, the Allottee shall pay to the Promoter a lump sum as mentioned in **Fourth Schedule E** for meeting all legal and administrative costs charges and expenses. The same includes but is not limited to, professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society and the Apex Body/Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and also costs for paperwork, documentation, billing, use of the mobile application till the time of handing over of the possession to the Society and the Apex Body/Federation, as the case may be, and paperwork and facilitation of registration of conveyance documents. The aforementioned amount is payable prior to or at the time of taking possession and shall be paid on a fixed lumpsum basis and no account or breakup of the same shall be required to be provided. The amount mentioned in this clause excludes any amounts that may arise as mentioned in 15.4 and 16.5 above.

**20. THE SAID APARTMENT IS AGREED TO BE SOLD SUBJECT TO:**

- a. Any scheme or resolution affecting the **Entire Land** and/or the said **Project Land** or any part or parts thereof made or to be made by any authority concerned including the terms covenants stipulations and conditions contained in the herein.
- b. Its present use for residential purpose.
- c. Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the **Said Land** and/or the said **Project Land** (i.e. the said **Project Land** together with the building/s thereon) in general and for the benefit of any class of holders of any Apartment and other residential or commercial premises, as the case maybe, or any part thereof.
- d. All rights of water, water drainage, watercourse, light and other easements and quasi or reputed easements and rights of adjoining owners (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, water lines, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden.
- e. All service lines including but not limited to water, drainage, electricity etc running across the **Entire Land** and/or any part thereof. The Promoter shall not be required to show the creation of or define or apportion any burden.
- f. The Allottee/s having been made aware that the Promoter and/or its sister/ associate concerns holds and/or intends to enter into arrangement whereby the Promoter and/or its sister/associate concerns shall become entitled to hold other land/s with/without buildings thereon, in the vicinity or proximity of the said Project similar to the other Project being developed or to be developed on the **Said Land**.
- g. All the covenants and conditions for the benefit of the Promoter, orders of layout, order of NA use, agreement/s made in respect of the Apartment/s comprised in building/s to be constructed on and/or in respect of the potential of the other holding/s of the Promoter and all terms and conditions stipulated or to be stipulated by the Promoter in respect of the common areas to be provided for the benefit of the said **Project Land** and/or the Federation Common Areas are to be provided for the benefit of all the Projects developed and/or to be developed on the **Said Land** or other land/s (contiguous or adjoining thereto) or any part/s thereof.
- h.. The use for the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum use and enjoyment of the portions of the **Entire Land** and/or the said **Project Land** and/or any other land/s contiguous/ adjoining the same and/or any parts thereof of the Promoter and/or their sister/associate concerns in such manner as may be desired by them, the Promoter shall be entitled to grant over, upon or in respect of any portion/s of the **Said Land** all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers water, electricity, telephone, T.V, internet connections and/or installations and other services in the said **Project Land** and/or building and/or any other land/s contiguous/adjoining the said **Project Land** and/or the **Entire Land** or any part/s thereof right of use and enjoyment of all

amenities and facilities provided and/or agreed to be provided in the said **Project Land** and optimum use and enjoyment thereof in such manner as may be desired by the Promoter.

i. The Allottee/s hereby agrees to the irrevocable right of the Promoter to complete the Project as also the other schemes and other additional projects through professional persons/concerns and/or agencies of the Promoter's choice and said irrevocable rights will not be challenged by the Allottee/s under any circumstances whatsoever regardless of who the Promoter may appoint and the Promoter may change or discontinue the services of any appointed professional, at the sole discretion of the Promoter;

j. The Allottee hereby further agrees and confirms that one of the projects shall have the scheme of independent row houses to be developed on the portion of the **Said Land**. Each such independent row house shall have exclusive perpetual rights to use the land appurtenant to the structure of the row house in the form of a yard or garden. While such portion of land/garden shall also be conveyed to the Apex Body/Federation, the perpetual rights of exclusive use of the same shall always remain with the Allottee of such row house and no other Allottee/s shall have any objection/claim thereon.

k. It having been made expressly clear that the ultimate transfer deed/s in respect of the **Said Land** and/or the conveyance of the structure/s in the Project to the society and/or any other lands contiguous/adjoining the said Project and/or any part/s thereof shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the plot/land/other projects/ lands, as the case may be, and shall be binding upon all the persons who are the holders of their respective Apartments and/or the society and the Apex Body/Federation, as the case may be, as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.

l. The Promoter shall not be held responsible for any delay or inability on the part of the PMRDA / Gram Panchayat/Zilla Parishad/Collector/Authority to provide external road, streetlights and other facilities to the said **Project Land** and/or the project, as the case may be. The facilities to be provided by the PMRDA / Gram Panchayat/Zilla Parishad/Collector/Authority are not a subject matter and are outside the purview of this Agreement and for which the Allottee/s cannot make any demand or claim against the Promoter.

m. In the event of a time lag between completion, handing over possession to owners and/or handing over the management to the ad hoc body or to the society or to the Apex Body/Federation, the Promoter will not be obliged to do any type of rework of the Building, Apartment /s constructed on the said **Project Land** or the Federation Common Areas or the common areas which was already carried out by the Promoter (such as external painting, external tiling, etc.) and/or the Promoter will not make any replacement of equipment installed by the Promoter before and after the handing over the management of the said Building and common areas to the Society and the Federation Common Areas to the Apex Body/Federation. The Allottee/s shall not be entitled to insist that the Promoter do rework of any kind, which was already carried out by the Promoter, and/or for the Promoter to replace equipment already installed by the Promoter.

n. The Promoter shall have the right to surrender the Amenity Space and/or road areas to the authorities concerned and thereby acquire and load the FSI/TDR permissible on the

**Project land** and/or the **Said Land** and/or on any parts thereof or on any other lands as permitted under the law to the entire and exclusive benefit of the Promoter.

o. The right of the Promoter to bring in TDR by way of purchase from third party and loading of the same on the **Project Land** and / or the **Said Land** and / or any part thereof at the sole discretion of the Promoter for development of the **Said Land** and / or on any Project thereto. The same shall not be objected to by the Allottees.

p. Each project developed and/or being developed on the **Said Land** shall have ingress & egress rights across projects in perpetuity along with right to use all infrastructure line like water line, drainage line, electricity cables, etc.

q. All rights retained by the promoter are factored into the consideration.

## **21. REPRESENTATIONS, WARRANTS AND DUTIES OF THE PROMOTER**

The Promoter hereby represents, warrants and makes itself duty bound to the Allottee/s as follows:

(i) The Promoter has relied on the assurance of title provided by its advocate and states that its title to the **Entire Land** is clear and marketable title as certified in the title report annexed to this Agreement.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project, Society Common Areas and the FCA and shall obtain requisite approvals, from time to time, to complete the development of the Project and the FCA;

(iii) There are no known encumbrances or pending litigations, including boundary disputes and/or any right, title, interest or claim of any party in or over the said **Project Land** except those disclosed in the title report and places on the RERA portal, so as to assign, convey, transfer and vest the portions of **Said Land** unto the said Apex Body/Federation and the structures to the respective Societies, (save and except the podium, basement, common car parking, etc, as stated herein), to the society with such title on the execution of the final transfer deeds of the **Said Land** to the Apex Body/Federation and/or the building to the Society.

The Promoter hereby confirm that the encumbrance created by way of mortgage of the **Said Land** with \_\_\_\_\_ as stated in the recital of this agreement shall not in any way affect or prejudice the rights hereby granted in favor of the Allottees in respect of the said unit and the Promoter hereby agrees & confirms that the Promoter shall get the NOC of \_\_\_\_\_ in respect of the said Unit releasing the charge of \_\_\_\_\_-in respect of the said Unit.

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, **Project Land**, said building of the Project and the FCA are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, **Project**

**Land**, said building of the Project and the FCA shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, **Project Land**, Building of the project and common areas for the project and the Federation Common Areas for all the project developed and/or to be developed on the **Said Land**;

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

(vi) The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the structure/s and the Society Common Areas in the project, (save and except the **Project Land**, the Entire **Project Land**, the common parking areas, the basement, podiums, etc., as stated herein), to the society and the **Entire Land**, including the **Project Land**, the FCA, the podiums, basements of the structures, common parking areas, and all other portions not conveyed to the respective societies on the entire project to the Apex Body/Federation after receiving the occupancy certificate or the completion certificate or both of the building in the Project and the last building on the **Said Land**, as the case may be;

(vii) 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 created herein, may prejudicially be affected;

(viii) The 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**, including the Project and/or the Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(ix) The Promoter confirms that the Promoter is not restricted, in any manner whatsoever, from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(x) At the time of execution of the Deed of Conveyance of the buildings standing on the **Project Land** along with the Society Common Areas, upon the appointment or election of the persons responsible to run the Society as per the terms and conditions of the Deed of Conveyance, the Promoter shall handover the lawful, vacant, peaceful, physical possession of the structure/s and Society Common Areas of the Project, (save and except the basement, podium and common parking areas of the Project and the **Project Land**), to the Society.

(xi) At the time of execution of the Deed of Conveyance to the Apex Body/Federation, and after the appointment or election of the persons responsible to run the Apex Body/Federation as per the terms and conditions of the Deed of Conveyance, the Promoter shall handover the lawful, vacant, peaceful, physical possession of the Federation Common Areas shared amongst all the projects on the **Said Land**, the basements, podiums,

common parking areas, etc. of the **Said Land**, which are not part of respective societies and has not been conveyed to the respective society, to the elected/appointed Allottees on behalf of all the Societies;

(xii) The Promoter has duly paid and shall 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 said project and the FCA to the competent Authorities;

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

## **22. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS, RESTRICTIONS AND OBLIGATIONS OF THE ALLOTTEE**

a. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement. On the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee/s, the Promoter has entered into this Agreement. Non-compliance by the Allottee/s shall amount to a breach / default.

b. The Allottee/s hereby unconditionally agrees that the Promoter is entitled to implement the scheme of development in phase-wise, project wise manner and / or in the entire **Project Land** and / or any part thereof and shall be entitled to construct any additional buildings and structures in said Project in accordance with the sanctions and approvals obtained or to be obtained from the local authorities inter alia the Collector/ Zilla Parishad/Gram Panchayat/ PMRDA/authority from time to time and by consuming the said entire development potential of the said **Entire Land** as per the sole discretion of the Promoter including on the additional land if acquired, as specified herein, and the Allottee/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that the Promoter is fully entitled to carry out and implement the development of the said **Entire Land** as separate projects and to carry out any alteration, variation, amendment and modifications thereof in the layout, plans and specifications of the building in which the said Apartment is located for making construction, as may be deemed necessary by the Promoter without any dispute, protest or objection from the Allottee/s, save and except, the modification/s or alteration/s to the sanctioned plan/s of the said building or layout of the said project, except in respect of the disclosures made herein to the building or the Society Common Areas within the Project, the Promoter shall not be liable to obtain the consent of 2/3<sup>rd</sup> of the Allottees of the Project as per the prevailing laws for any other purpose whatsoever. The Allottee agrees and confirms that in the event the Promoter requires the consent of the Allottee, the same shall not be withheld by the Allottee. The Allottee/s, either as Allottee/s in respect of the said Apartment or as member of the Society or indirectly as a member of the Apex Body/Federation, agree/s not to raise any dispute or objection to the Promoter and/or its nominees in implementing the scheme of development of the **Said Land** and/or making and effecting construction on the said **Project Land** on any ground

whatsoever, including that of any actual or perceived nuisance or annoyance etc. The Allottee/s further agree/s to extend all co-operation and assistance to the Promoter in respect thereof at all times hereafter, even after taking possession of the said Apartment and the Allottee/s, as member of the Society and indirectly as a member of the Apex Body/Federation, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Promoter, in relation to the said entire development process and / or Development Potential of the **Entire Land** or any part thereof, and with the utilization, consumption and/or transfer thereof, including the right of the Promoter to deal with or dispose of the same, in such manner as the Promoter may deem fit, in their sole, absolute and unfettered discretion. The Conveyance Deeds shall contain necessary covenants in favour of the Promoter, in respect thereof. The Allottee/s hereby further agree/s that even after formation and registration of the Society and the Apex Body/Federation and at all times thereafter, the Allottee/s in his/her/their individual capacity and as member of the Society and indirectly as a member of the Apex Body/Federation, shall not create any hindrance or obstacle for the Promoter in exercising its rights to carry out development of the said **Entire Land** or any part thereof in accordance with the scheme of development, including any variations, amendments and/or modifications therein, and shall not raise any obstruction or interfere with its rights in relation thereto. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration and / or variations and / or modifications and / or addition required in the Project by any Government authorities or due to change in law.

c. The Promoter shall be entitled to develop the **Remaining Land**, with the right to utilize and/or avail the power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and services in the said Project and/or in the **Entire Land** and other conveniences and amenities for the aforesaid purposes and the Allottee/s hereby expressly accepts and consents to the same. The Allottees of the other projects shall also have the right of ingress and egress from the **Project Land** in perpetuity. The Allottee hereby expressly accepts and consents to the same.

d. The Allottee/s shall use the said Apartment and permit the same to be used only for the purpose of residential use and as allowed by the concerned authorities and shall use the said parking space/s and permit the same to be used only for the purpose of keeping and parking his own light motor vehicle/s. The Allottee/s agrees to park light motor vehicle/s and/or two wheelers only at his ear marked place/s only and not elsewhere in the said building/"**Project Land/Said Land**". The Allottee/s shall not use and/or permit to use the said Apartment or any part thereof as guesthouse or service Apartment or to house therein any person as a part of commercial arrangement or for any illegal or immoral purpose. The Allottee shall not park or permit to be parked any commercial vehicle in the parking area/s.

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

i. The Allottee/s agrees in perpetuity not to carry out any structural changes or to increase the size of the Apartment/s/Unit/s in any manner including covering of terraces, balconies,

etc. or by means of any kind of extension, amalgamation etc. without the explicit permission of the Promoter in writing. Also Allottee/s agrees not to alter the external elevation of the building and/ or to fix grilles of non-standard or non-uniform design, or to paint external face of apartment in different color at no time after taking over the possession.

ii. The Allottee/s is aware that the Promoter has implemented and/or shall implement the scheme of development as separate projects on the **Said Land** or any part thereof. The Promoter has informed the Allottee/s that for the speedy completion of the scheme of development of the said building, it is required to and shall be entitled at all times, to carry out construction and/or any other allied work, including completion work of the structures in the said project and the **Project Land** and the Allottee/s shall, not only as the Allottee/s of the said Apartment/s/Unit/s, but also as a member of the Society and indirectly as a member of the Apex Body/Federation, as the case may be, not at any time raise any objection or obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work, including completion work of the structures in the said project or of the other projects. The Allottee/s shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said project or the other projects to be developed on the **Said Land** and EWS land at its discretion. The Allottee/s hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Allottee/s does hereby undertake to co-operate with and render all assistance to the Promoter, in respect of the development of the said project and or other projects on the **Said Land**.

iii. The Allottee/s has/have seen, gone through, read and understood all the sanctions, approvals and permissions and agrees to abide by the same including to pay such deposits and amounts as may be required by the respective authorities, at the appropriate time and/or as and when called upon by the Promoter. The Allottee/s, for himself/herself/themselves/itself and as member of the Society and indirectly as a member of the Apex Body/Federation, hereby specifically agrees to pay and/or reimburse, proportionately with other members of the Society and the Apex Body/Federation or otherwise, as the case may be, Operation and Maintenance Cost in respect of Environment Management Facility, and also to replace/reimburse, at the time when the management and administration of the Society and/or the Apex Body/Federation shall be handed over by the Promoter to such Society and/or the Apex Body/Federation, as the case may be, such deposits, bank guarantee and/or any other amounts which may have been paid by the Promoter and kept with the respective authorities during the development of the said project and the FCA in compliance of the terms and conditions contained in the environment related approvals and consents, and which will be required to be retained with such respective authorities in compliance and/or continuation of such environment related approvals and consents;

iv. To maintain the said Apartment/s/Unit/s at the Allottee's own costs and expenses in good and tenantable repair and condition from the date when possession of the said Apartment/s/Unit/s is offered and shall not do or suffer or permit to be done anything in or to the said Building in which the said Apartment/s/Unit/s is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, or the FCA which may be against the rules, regulations or bye-laws of the Society and/or the Apex Body/Federation, or of the Promoter or the concerned

government, local or public or private bodies or authorities. The Allottee/s shall also not change, alter or make any addition in or to the said Apartment/s/Unit/s or to any part of the said Building or Project or the FCA. In the event of the Allottee/s contravening any of the aforesaid provisions, the Allottee/s shall be responsible and liable for the consequences thereof; in the event of any damage to the structure of the Apartment of the Allottee/s or other Allottee/s or the building or the FCA is/are caused due to an act of the Allottee/s, he/she/they/it alone shall be responsible for the same and indemnifies the Promoter in this regard.

v. To carry out permissible alterations in the said Apartment/s/Unit/s only after submission of plans and specifications thereof to the Promoter and the Society and/or the Apex Body/Federation, as the case may be, and/or the local authorities (whosoever required) including the said PMRDA, as the case may be, and obtaining their prior written approval in respect thereof. If any alteration is carried out in the Apartment/s/Unit/s of the purchase and the same leads to a leakage or damage to the neighboring Apartment/s/Unit/s or the Apartments above or below or any other part of the building or the Common Parking Areas, the FCA, the responsibility of repair and restoration of such other Apartment/s/Unit/s or the Common Parking Areas, the FCA shall be of the Allottee/s alone; Any such alteration shall be carried out by the Allottee/s of the Apartment/s/Unit/s only after a certification of an Architect and Structural Engineer and under professional supervision and after obtaining permission from the authorities concerned and without consuming any FSI or TDR and after permission in writing from the Promoter and/or the Society and/or Apex Body/Federation, as the case may be.

vi. In the event, the Allottee/s carries out any unauthorized changes / construction/modification in the said Apartment/s/Unit/s and/or the Common Areas and/or the FCA, or causes any damage to or permits / suffers any decay of/to the same, then the Allottee/s shall rectify and make good all defects, decays, want of repairs and unauthorized changes/construction/modification within 7 (seven) days from the date of receipt of a written notice from the Promoter, Society, the Apex Body/Federation and/or from the concerned government, local or public or private bodies or authorities in that regard;

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

viii. To bear and pay proportionately or otherwise, as may be required, all amounts including increase in rents, rates, taxes, cess, assessments, water charges, insurance and other levies, if any, which are or may be imposed by or payable to the concerned government, local or public or private body/ies or authority/ies, the insurance company and/or any other person/s in respect of the said Building and/or the said **Project Land** and/or structures thereon and/or the FCA. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the use of the said Apartment/s, i.e. use other than the use stipulated herein, then the Allottee/s shall be solely

liable to bear and pay the entire amount of such increase/s;

ix. To observe, perform and comply with all the rules, regulations and byelaws which the Promoter may specify and those which the Society and the Apex Body/Federation, may adopt or frame at its/their inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said Building and other structures in the said Project and the Apartment/s and other premises therein and the FCA, and for the observance, performance and compliance of the building rules, regulations and bye-laws for the time being of the concerned government, local and public or private body/ies and authority/ies. The Allottee/s shall also observe, perform and comply with all the stipulations, rules, terms and conditions laid down by the Promoter and/or Society and/or the Apex Body/Federation, as the case may be, regarding the use of all common areas, amenities and facilities in the said Project and the FCA for the common use of all the Projects to be developed on the **Said Land** and the Allottee/s shall pay and contribute regularly and punctually, towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement;

x. To co-operate with and give and render all assistance and facilities to the Promoter, as the case may be, and to do and perform all acts, deeds, things and matters, as may be required by the Promoter, from time to time, and at all times hereafter, including to sign, execute and admit execution of all necessary writings and documents as may be required by the Promoter within 7 (Seven) days of their respective intimations thereof and to attend its office in this regard, for the purpose of enabling the Promoter's exercising and enjoying and effectuating its authorities, powers, rights, benefits and interests in respect of and/or relating to the said **Project Land** and/or the said Project and/or FCA, including, as mentioned in this Agreement, and for enforcing and putting into complete effect, the terms, conditions and provisions of this Agreement and all related or incidental documents and writings including the said Agreement and so as to enable the Promoter to carry out and complete the development of the said Project and the **Said Land** in the manner that may be desired and deemed fit and as envisaged by the Promoter, as mentioned in this Agreement;

xi. If the Allottee/s is/are obtaining a loan from any bank or financial institute for purchase of the said Apartment/s/Unit/s, then it will be the sole responsibility of the Allottee/s to complete the formalities to obtain the loan and the Promoter is not concerned for any reason whatsoever with such a procedure/formalities as well as the Promoter shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Allottee/s on any account or for whatsoever reasons. The Allottee/s may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost with prior written knowledge of the Promoter.

xii. To install split air-conditioner/s or wall A.C. in the Apartment/s/Unit/s only in the designated space/s provided by the promoter in the said Apartment/s for the same and shall not install air-conditioner or wall air-conditioner/s or any other type in any part of the Apartment/s/Unit/s which will protrude substantially outside the said Apartment/s/Unit/s, or be required to be affixed/installed outside the said Apartment/s/Unit/s;

xiii. To make suitable arrangement for removal of debris arising out of any interior

decoration, renovation and furniture making or any other allied work in the said Apartment/s/Unit/s. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred by the Promoter in removal of such debris;

xiv. To permit, until the Deed/s of Conveyance is/are executed, the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the **Project Land**, the said Building, the said Apartment/s/Unit/s, in the FCA's, on the **Said Land** or any part thereof, to view and examine the state and condition thereof and/or for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Apartment/s/Unit/s for the benefit of the said Building or other building and in the said Project or the FCA in the **Said Land**, as also for the purpose of disconnecting or cutting off supply of water and electricity to the said Apartment/s/Unit/s and/or any other residential and/or other premises in the said Building in respect whereof, the Allottee/s herein and/or the owner/s or occupier/s of such other Apartments/Units and other premises, as the case may be, shall have made delay/default in making payment of his/her/their/its share or contribution of the water and electricity charges and/or any other amount/s or outgoing/s. The Allottee/s shall not obstruct or hinder the Promoter, or its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

xv. Not to do or carry out any painting, decoration or other work to the exterior of or outside the Apartment/s, without the prior written permission of the Promoter and the Society;

xvi. Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the said Project and/or in any part of the **Entire Land** (except the Allottee's name plate at the designated place provided by the promoter and not exceeding the size suggested by the Promoter/ Apex Body/Federation), without the prior written permission of the Promoter and the Society and/or the Apex Body/Federation, as the case may be;

xvii. Not to cover or enclose in any manner whatsoever, the open terraces / garden, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the said Apartment/s/Unit/s as also the said car parking space/s. If the Allottee/s would desire to affix/install grills to the windows, or grill/s or safety door/s to the main door/s of the said Apartment/s, then the Allottee/s shall obtain the prior written permission of the Promoter to do so and in order to maintain aesthetic / architectural elevation, the Allottee/s shall ensure that the designs and position thereof would be strictly in accordance with the stipulated designs and specifications and permission given by the Promoter in that regard;

xviii. Not to hang clothes, garments or any other thing in the windows, balcony / balconies or the terraces/garden of or appurtenant to the said Apartment/s;

xix. To take connection for Television from the society's common DISH Antennas only.

xx. Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said Building and/or the other structures on the **Project Land** and/or other structures in the **Said Land** or any part/s thereof, or whereby or

by reason whereof any increased premium shall become payable in respect of the insurance, and, in case of breach, the Allottee/s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company/ies, if the same would be directly or indirectly attributable or due to any violation or breach of the aforesaid condition on the part of the Allottee/s;

xxi. Not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of any other Apartments/Unit, premises, and/or car parking space/s in the said Building or in the said Project and/or to the owners or occupiers of any adjacent, contiguous or adjoining property/ies/projects;

xxii. Not to construct/erect any brick or masonry wall/partition in the said Apartment/s/Unit/s or to make any other structural additions or alterations of a temporary or permanent nature therein without the prior written consent of the Promoter;

xxiii. Not to demand partition of the Allottee's interest in the **Project Land** and/or the **Said Land** and/or any party thereof. It being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein is impartible, and he/she/they/it shall not demand any sub-division of the said **Entire Land** or of the said Project or the **Said Land** or any part thereof;

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

xxv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

xxvi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the **Project Land** or of the **Said Land** and the building in which the Apartment is situated.

xxvii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit

factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and prior written consent has been obtained from the Promoter.

xxiii. The Allottee/s shall observe and perform all the rules and regulations which the Society and the Apex Body/Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments/Units therein and the FCA and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority/ies and of Government and other public body/ies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society and/or Apex Body/Federation, as the case may be regarding the occupancy and use of the Apartment in the Building and the use of the FCA and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xxix. Till the conveyance of the structure of the building, in which Apartment is situated, is executed in favour of the Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. It is agreed and understood by the Allottee/s that the Promoter/Society/Apex Body/Federation can use the Allottee/s Apartment with prior permission (which permission shall not be unreasonably withheld and shall be provided free of charge) for access to repair and service of any part of the building/s or equipment/s installed in the building/s. The Allottees shall not raise any objection for the same.

xxx. Till a conveyance of the **Project Land** on which the building in which the Apartment is situated, the FCA, the basements, the Common Parking Areas, etc., as stated herein, is executed in favour of the Apex Body/Federation, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the **Project Land** and the **Said Land** or any part thereof to view and examine the state and condition thereof.

xxxi. The Allottee/ has/have also been informed that the FCA shall be shared with all the Allottees of all the Projects to be developed on the **Said Land**. The Allottee/s shall regularly pay the maintenance charges including S-CAM charges, FCAMC etc and shall not raise any objections, claims, etc. with respect to the same nor shall it demand for the partition of the same. The Allottee/s indemnifies the Promoter with respect to the same.

xxxii. To comply with all terms and conditions mentioned under this Agreement, including payments of all amounts under all heads as and when demanded.

Any default by the Allottee/s of any of the above covenants shall be treated as a Terminable Default and consequently, if, in spite of a notice, the Allottee/s does not rectify the default to the satisfaction of the Promoter, the Promoter shall be entitled to terminate this Agreement and consequence of termination shall automatically follow.

f. Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or upon the said Project or and/or any

parts thereof and/or the building to be constructed thereon and/or the FCA. Such conferment, subject as aforesaid, shall take place only upon the execution of the Conveyance Deeds or assurances mentioned herein in favor of the said Society/Apex Body/Federation, as the case may be.

g. This Agreement is on the express condition that apartment/units being sold and/or allotted and right to use the FCA is subject to the mutual rights of such other Allottee/s with regard to their respective Apartment/s/Unit/s and/or rights for use of the parking spaces/terraces/ open space and the FCA as aforesaid and that the user of each of such Apartment/s/Unit/s and the rights in relation thereto of each Allottee/s shall be subject to all the rights of the other Allottee/s in relation to their respective Apartments/Unit/s. None of the Allottee/s of the said remaining Apartments/Unit/s shall have any right whatsoever to and shall not use and/or occupy the said Apartment/s, FCA or parking space or any part thereof of other Allottee/s. Correspondingly the Allottee/s covenants that the Allottee/s shall exercise the Allottee's rights consistently with the rights of the other Allottee/s and shall not do anything whereby the Allottee/s of the other Apartment/s are prevented from using or occupying or enjoying exclusively and/or jointly as the case may be their respective Apartment/s including the FCA, parking space whereby the rights of the other Allottee/s are in any manner affected or prejudiced.

h. The Allottee/s for himself/herself/themselves/itself and as member of the Society and indirectly as a member of the Apex Body/Federation, shall not at any time claim or be entitled to or claim any right to insist on sub-division of any portion of the said **Project Land** and/or the **Entire Land** and/or amalgamation thereof with any other land contiguous, adjacent or adjoining thereto.

i. The Allottee has been informed that the Remaining Land shall be usable by the Promoter in the manner the Promoter decides inter alia to develop other projects. All such projects on the Said Land, including the Project Land and the Remaining Land shall be finally conveyed to the Federation along with the Federation Common Areas, basements, etc.

### **23. USE OF FSI/FAR/TDR**

The Promoter hereby declares that the Floor Space Index on the **Project Land** as on date is as stated in the **Second schedule B1** hereto and Promoter has planned to utilize Floor Space Index as defined in the **Second schedule B2** hereto by availing of TDR or FSI available by surrendering the Amenity Space to PMRDA or on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or FSI available based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the maximum Floor Space Index as defined in the **Second schedule B3** hereto as proposed to be utilized on the **Project Land** in the said Project and Allottee/s has agreed to purchase the said Apartment/s based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. To the extent of use of such additional FSI/loading of such TDR, the Allottee/s give/s his/her/its/their irrevocable consent. The Promoter hereby declares that the Floor Area Ratio (F.A.R) available in respect of the **Entire Land** is as defined in the **Second schedule B4** hereto. It is possible that the FSI (including by loading of TDR) increases as per **Second Schedule B3**. The Promoter alone

shall be entitled to the benefit thereof and shall be entitled to load the same on the said project and / or any part of the **Entire Land** or in case the available FSI is unused before the conveyance, then the same shall belong to the Promoter and the Promoter can take it as TDR or floating FSI or compensation as permitted by the DC Rules. The Promoter shall at all times hereafter including before or after transfer of the **Entire Land** have the unfettered and unrestricted right to avail of the F.A.R. and rights for use of TDR or FSI as may be permissible for the said **Project Land** and/or for the **Entire Land**, as the case may be.

Allottee/s hereby agrees and confirms that at the time of re-development of the said Project or all projects being developed on the **Said Land** or part thereof, and if any additional FSI / TDR is available, then the Allottee/s shall be entitled to the additional FSI/TDR, to the proportionate share of the FSI/TDR consumed for the said Apartment at the time of the conveyance of **Said Land** in favour of Apex Body / Federation and the cost for the same shall be exclusively borne and paid by the Allottee/s on pro rata basis.

#### **24. SEPARATE ACCOUNT**

The Promoter shall maintain separate accounts in respect of sums received from the Allottee/s as advance towards the S-CAM charges and FCAMC and shall utilize the amounts only for the purposes for which they have been received. Promoter shall submit audited account of said separate account maintained in respect of sums received from the Allottee/s as advance towards the S-CAM charges and FCAMC and the said audited account shall be sufficient proof of income and expenses recorded therein and Promoter shall not be bound to render any additional information / documents apart from said audited account. Any excess amount standing credit in the said separate accounts mentioned in this clause shall be handed over to the Society or Apex Body / Federation as the case may be.

#### **25. NO GRANT OR DEMISE**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments/Unit/s or of the said **Project land** and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, FCA, recreation spaces, will remain the property of the Promoter until the said structure of the building, common areas, FCA, etc. is finally transferred in terms of this Agreement.

#### **26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

#### **27. BINDING EFFECT**

i. Pursuant to the application for allotment by the Allottee/s forwarding this Agreement to the

Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, the Allottee/s appears for the registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned after adjusting amount to be forfeited to the Allottee/s without any interest or compensation whatsoever.

ii. All such agreements entered into by the Promoter with any persons in respect of any Apartment/s/Unit/s comprised in the said **Project land** and/or other lands and/or the building/s thereon shall be binding on the Allottee/s and all other Allottee/s of the other premises comprised therein to be developed by the Promoter and that the Allottee/s shall not be entitled to raise any objections or do anything which would result in a breach of terms and conditions of the Agreements which are or may be entered into by the Promoter with other persons with regard to such premises as aforesaid.

## **28. ENTIRE AGREEMENT**

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, which supersedes all documents, brochures and writings and all other advertisements whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Allottee/s hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in the informative material or in any correspondence or other writing or document, by the Promoter, and/or their respective agents to the Allottee/s and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be valid.

## **29. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties. Such amendment shall be recorded in writing and will be registered.

## **30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the covenants, terms & conditions, provisions contained herein and the obligations arising hereunder in respect of the Project and / or the Apartment shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as

the said obligations go along with the Apartment for all intents and purposes. Notwithstanding the mandatory NOC for transfer, all obligations, liabilities and arrears of the Allottee/s under this agreement shall remain binding on Allottee and/or subsequent Allottee.

### **31. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **32. SAFETY AND DISCIPLINE**

a. It is agreed and understood by the Allottee/s that during the period of construction, the Allottee/s and/ or his/her/their family member/s or any other person/s on his/her/their behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee/s and the Promoter shall not be responsible and/ or liable for any untoward incident or accident. Also Promoter's project staff is not accountable to respond to Allottees' enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.

b. No verbal assurances/commitments given by any person shall be considered to be a commitment/assurance made by the Promoter and only the written commitments/ assurances as recorded in this agreement shall be considered as have been made by the Promoter.

### **33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment/s, in common with other Allottee/s in Project or in the projects developed on the **Said Land**, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments/Units in the Project or building or the projects developed on the **Said Land**, as the case may be.

### **34. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required, in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **35. EVENT OF DEFAULT**

In the event of default, the non-defaulting party shall issue a cure notice to the defaulting party. In the event the defaulting party completely cures the default within the stipulated period, the default shall then cease to be a default. In the event the defaulting party fails to completely cure the defect as per the default notice, the default shall be treated as a Terminable Default. In such case, the non-defaulting party may without further notice proceed with termination as provided herein. Default in payment by the Allottee includes a default in payment of any dues by the Allottee and shall continue even after possession is handed over to the Allottee.

### **36. CONSEQUENCES OF TERMINATION**

a. Upon termination of this Agreement, the parties shall follow the procedure as under:

(1) Notwithstanding anything contained in this agreement, the Promoter shall forfeit 10% of the consideration amount plus brokerage charges paid, if any, as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any – in the manner set out below) to the Allottee/s without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever to the Allottee.

(2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the Promoter to the Allottee/s within 30 days from the date of registration of the Deed of Cancellation in favour of the Promoter. Allottee/s hereby irrevocably appoints Promoter as his/her/their/its constituted attorney to said Deed of Cancellation as required herein and Promoter shall lodge the same for the registration in the office of the concerned sub-registrar in Pune and admit the execution on my/our behalf and to do all necessary acts, things and deed to register and give effect to the said Deed of Cancellation. An additional amount of Rs. 500/- (Rupees Five Hundred only) towards stamp duty towards powers granted under this clause has been paid on this Agreement.

(3) In case the Allottee/s is/are in possession of the Apartment, he/she/they/it shall be liable to vacate and hand over the possession of the Apartment back to the Promoter. In the event, the Promoter is required to take any legal action on this account, the cost and consequences thereto shall be solely attributed to the account of the Allottee/s. In case of a loan outstanding, the amount due to the Allottee/s as aforesaid shall first be utilized to clear such loan and only the balance, if any, shall be payable to the Allottee/s. In the event such payment does not cover the outstanding loan, the responsibility of payment of the balance amount shall be of the Allottee/s alone.

(4) Further, in the event of the price agreed to be received on transfer/sale/assignment of the Apartment in favour of a third party is less than the total price of the Apartment specified above, and the termination is caused due to a breach of the Allottee/s or by the Allottee/s with no fault of the Promoter, the Promoter shall have the right to recover the shortfall amount from the Allottee/s, or adjust the same against the amounts refundable to the Allottee/s as above in the sub clause of this clause. However, in the event of the consideration to be received by the Promoter on transfer/sale of the Apartment in favour of a third party is more than the consideration price of the Apartment charges to the Allottee/s, the Allottee/s shall not be entitled to stake any claim in respect of such excess

consideration received by the Promoter and the same shall belong to and be appropriated solely by the Promoter. Keeping this in mind, an amount equivalent to 10% of the purchase consideration agreed upon shall be retained by the Promoter till the Apartment is finally sold to another Allottee/s. The said retained amount shall be held without interest and shall be refunded within 8 days of the transfer/entering into any agreement with a new Allottee/s subject to deduction as aforesaid. In the event the new Allottee/s agrees to a figure larger than the consideration agreed upon, the entire retained amount as aforesaid shall be refunded within the said period of 8 days. If however no new Allottee/s is found within 180 days of the termination, and retention as aforesaid, the Promoter shall refund the entire retained amount within 8 days thereof.

(5) The Parties agree and confirm that the forfeiture amount and any differential amount estimated after transfer of the Apartment in favour of a third party recovered and/or adjusted from the amounts refundable to the Allottee/s shall be construed as pre-estimated liquidated damages and Allottee/s shall not at any time hereafter raise objections or dispute the same.

b. The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement, save and except what is stated herein, and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Apartment and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Apartment (including rights incidental thereto) or any part thereof and/or against the Promoter.

c. The Promoter (if the cancellation is caused due to a fault of the Allottee/s or the Allottee/s cancels the agreement without a breach by the Promoter) shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise. In any event the Promoter shall not be liable to reimburse to the Allottee/s any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Apartment.

d. It is agreed between the Parties hereto, that in case of termination of this Agreement by the Promoter, the notice of termination itself would be treated as cancellation of this Agreement without there being any necessity of execution of any such separate document for cancellation of this agreement. However, this does not absolve the obligation of the Allottee to execute and register the cancellation agreement as stated hereinabove, and the Allottee's refund, if any, shall be subject to the cancellation being registered. The stamp duty and registration charges for such cancellation shall be borne by the Allottee/s.

e. No interest shall be payable if the termination is due to the breach of the Allottee/s which is not cured in spite of a notice.

f. Without prejudice to whatever stated in this clause, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/s on

facts and in law and/or as a result of such termination, shall however, be adversely affected or prejudiced.

g. The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, LBT, electricity charges, deposits paid to any body / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoter towards the consideration of the said Apartment payable to and paid to the Promoter and retained by them.

h. The Allottee confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Promoter's failure to handover possession of said Apartment within the stipulated period in this Agreement/Unit. Upon the execution and registration of the Deed of Cancellation, the Promoter shall provide the Allottee with a letter of authority to enable the Allottee to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Allottee delays in coming forth for the registration of the aforesaid Deed of Cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the Apartment, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

i. In case refund for the amounts paid such as government charges, stamp duty, GST, LBT, registration fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to pay any compensation to the Allottee/s on any account or for whatsoever reason.  
In the event there is a dispute whether there is a legitimate delay or not, the same shall be referred to the Mediator or Conciliator as mentioned in this agreement.

**37. NOTICE OR DEMANDS OR INTIMATION**

That all notices, demands, intimations, etc., to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D or Speed Post A.D. or by the Software Application (app) created by the Promoter or when notified by Email ID at their respective addresses specified below:

For the Allottee:  
Allottee Name - \_\_\_\_\_  
Allottee Address - \_\_\_\_\_  
Email ID: \_\_\_\_\_

Or the software application

For the Promoter  
M/s. Gera Properties Private Limited  
200 Gera Plaza, Boat Club Road, Pune 411001  
Email ID: CustomerService@gera.in  
Or the mobile software application.

The Allottee/s and the Promoter shall keep each other informed on any change in e-mail and/or postal address. In case the Allottee/s or the Promoter changes his/her/their e-mail and/or postal address subsequent to the execution of this Agreement and fails to inform the other party in writing by Registered Post and/or email, then dispatch to the old e-mail and/or postal address of the other party shall be deemed to have been received by the Promoter or the Allottee and the same shall be considered valid and binding.

### **38. JOINT ALLOTTEES**

That in case there are Joint Allottees, all communications and / or any notice/s 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.

### **39. CONFIRMATION OF THE ALLOTTEE/S**

The terms and conditions herein so far as the same apply to the Allottee/s and no further or other, shall bind the Allottee/s and in confirmation thereof the Allottee/s has/have subscribed his/her/their signature or through their duly authorized signatory.

### **40. WAIVER**

Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any concession or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach of or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

### **41. INTEREST**

The Allottee/s agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

### **42. STAMP DUTY AND REGISTRATION**

The charges towards stamp duty, Registration charges and all other levies like LBT, GST if any, for this Agreement as well for any other document/s including the Conveyance Deed, in favour of the Society and / or society for Exclusive Club House and / or the Apex Body/Federation in furtherance hereof, inter alia, the conveyance/s and / or any Deed of Cancellation shall be borne / shall be proportionately borne by the Allottee/s alone. The Allottee/s shall also share his/her/their proportionate share of expenses for the preparation, execution and registration of the Conveyance Deed/s.

### **43. PLACE OF EXECUTION & REGISTRATION**

a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place,

which may be mutually agreed between the Promoter and the Allottee/s and after the Agreement is duly executed by the Allottee/s and the Promoter. Hence this Agreement shall be deemed to have been executed at Pune.

b. The parties hereto shall, immediately after the execution of this Agreement, but in any event prior to expiry of 3 (three) months from the date hereof, at the Allottee's own initiation, cost and expenses, present and lodge this Agreement for registration with the Sub-Registrar/Joint Sub-Registrar of Assurances having jurisdiction and admit execution of the same. The Promoter undertakes to make itself available for the registration. The original of this agreement is handed over to the Allottee/s and the responsibility of getting an appointment for registration is of the Allottee/s alone. If the Allottee/s fails or neglects to present and lodge this Agreement for registration and admit execution thereof within the aforesaid time for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The consequences of not lodging this agreement for registration shall be that of the Allottee/s exclusively and the Promoter is hereby indemnified against any consequences arising out of the non-registration of this agreement. The Allottee/s also hereby undertakes to pay the Stamp Duty and LBT, if any, as may be applicable and any increase or decrease shall be solely to the account of the Allottee/s and the Promoter shall in no way be liable or concerned with the Stamp Duty liability and any consequences of non-payment of correct Stamp Duty or delayed payment as the same shall be exclusively that of the Allottee/s.

c. The Promoter is only facilitating the Allottee in payment of Stamp Duty, LBT and registration charges. The amount may be received in the Promoter's Account for such facilitation. The same does not mean receipt thereof by the Promoter. In fact, the Promoter is not charging any service charges for this facilitation.

#### **44. DISPUTE RESOLUTION**

a) Any dispute between parties shall be first tried to be amicably settled through mediation of a sole mediator, who shall be deemed to be jointly appointed by the parties hereto and the decision of such mediator shall be followed by the parties hereto. In the event, for any reason, it is not possible to refer the disputes to the abovementioned mediator or if the abovementioned mediator declines or is unable to act as mediator or the mediation is not accepted, then the Promoter and the Allottee shall try to appoint a common mediator and if no common mediator can be arrived at, each of them shall appoint one mediator each and the two mediators so appointed, shall undertake the mediation proceedings. The mediation shall be in the English language and shall be held only in Pune. The cost of the mediation shall be borne by parties in equal proportion.

b) In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Conciliation Forum under the RERA. In the event, the dispute is still not redressed to a conclusive end or still remains un-resolved then the dispute shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. No other forum is envisaged.

c) This agreement is on principal to principal basis between the Allottee/s and Promoter and

hence at all times will remain so and any differences between the parties hereto will be resolved on the basis of the process mentioned in this agreement. The Promoter is not obliged to respond to any group of Allottees prior to the formation of the Society / Apex Body/Federation to which the Promoter shall respond only for all matters excluding issues pertaining to Allottee's Apartment. For responding to any individual issues the Promoter shall only respond to the Allottee/s named herein or a duly constituted authorized representative of the Allottee/s empowered to take all decisions in the matter being addressed.

#### **45. NON- OBSTANTE**

Notwithstanding anything contained anywhere in this agreement, the Allottee/s hereby declares, confirms and agrees that the Promoter has reserved all its rights to amalgamate and/or sub-divide the **Entire Land** and/or any other abutting /adjoining piece of land or otherwise, for which, the Allottee/s hereby accorded his irrevocable consent and no objection to the Promoter subject to provisions of the Act and any other law.

#### **46. CHANGING OF APARTMENT**

If the Allottee/s request to change his/her/their Apartment with other apartment and the Promoter accepts the said request (it is the sole discretion of the Promoter to accept or reject such a request) then the Allottee/s shall pay the administration charges of Rs. \_\_\_\_\_/- per sq. mtr. of carpet area of the larger Apartment. Necessary stamp duty, GST and registration charges for the exchange shall be paid by the Allottee/s.

#### **47. ALLOTTEE/S AS AN INVESTOR**

Even though the purchase by the Allottee/s of the said Apartment is a capital asset, the Allottee/s is an Investor (within the meaning described to the said word under Maharashtra Stamp Act, 1958), the Allottee/s therefore reserves the right to claim stamp duty set off/adjustments of the stamp duty paid by the Allottee/s on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 upon the Allottee/s assigning the benefit of this Agreement.

### **FIRST SCHEDULE A (Description of the Entire Land)**

All that piece and parcel of land or ground admeasuring Hectares 08 = 93.0698 Ares equivalent 89,306.98 sq. mtrs being a part or portion out of the land admeasuring Hectares 14=54 Ares bearing Gat No.1343B (formerly bearing Gat No. 2329B) situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Wagholi and which portion admeasuring 89, 306.98 sq.mtrs is delineated in **Bold Black** Ink on the Plan annexed hereto as **Annexure 7** and the same is bounded as follows, that is to say:-

On or towards the East : By proposed 24 Meter wide Regional Plan Road and thereafter by land bearing Gat No. 1315 and 1287, Wagholi.  
On or towards the South : By land bearing Gat No.1284, Wagholi.  
On or towards the West : By land bearing Gat Nos.1344 and 1347, Wagholi.

On or towards the North : By remaining portion of land bearing Gat No.1343B and Gat No.1343A/2, Wagholi

**FIRST SCHEDULE B  
(Description of Said Land)**

All that piece and parcel of the land divided by metes and bounds admeasuring 61408 sq.m or thereabouts forming part of the **Entire Land** and bounded as under:

On or towards the East : By proposed 24 mts wide RP road  
On or towards the South : By 24 mts wide RP road for PMRDA and thereafter by land Gat no 1284, Wagholi.  
On or towards the West : By Inclusive housing and Amenity space for PMRDA and thereafter by Gat no 1344 and 1347, Wagholi  
On or towards the North : By remaining portion of land bearing Gat Nos.1343B, Wagholi and lands bearing Gat Nos.1343A/2, Wagholi.

**FIRST SCHEDULE C  
(Description of the said Project Land)**

All that piece and parcel of the land physically divided by metes and bounds admeasuring 3610.5 sq.m or thereabouts forming part of the **Said Land** and which is bounded as under:

On or towards the East : By Part of Gera's World of Joy L  
On or towards the South : By Part Open Space of Gera's World of Joy and part Gera's World of Joy L  
On or towards the West : By Part Open Space of Gera's World of Joy and Gera's World of Joy D  
On or towards the North : By Internal 12m wide road

**FIRST SCHEDULE D  
(Description of the EWS Land)**

All that piece and parcel of the land physically divided by metes and bounds admeasuring 4163.72 square meters or thereabouts forming part of the Said Land and which is bounded as under:

On or towards the East : By Internal 12 m lwide road  
On or towards the South : By 24 mt RP road  
On or towards the West : By Gat No. 1344  
On or towards the North : By Amenity Space

**FIRST SCHEDULE E  
(Description of the Exclusive Club House Land)**

All that piece and parcel of the land physically divided by metes and bounds admeasuring 999.55 square meters or thereabouts forming part of the **Said Land** and which is bounded as under:

On or towards the East : By Open space of Gera's World of Joy

- On or towards the South : By Gera's World of Joy M and D part  
On or towards the West : By Gera's World of Joy D part  
On or towards the North : By Gera's World of Joy D

## SECOND SCHEDULE

### A. Description of the Project

**The project shall be known as "Gera's World of Joy S"**

The project is to be developed on the land described in **First Schedule C**.

The Project shall consist of two buildings Tower D and Tower E.

Tower D comprises of 2 BHK and 3 BHK single level configuration whereas Tower E comprises of 2 BHK duplex and 3 BHK duplex configuration.

Each building has 14 floors one stilt and two common basements for parking.

The specifications of the apartment shall be as described in the **Third Schedule** in subsection B.

The Project shall have Society Common Areas as described in the **Seventh Schedule A** and the common parking areas as described in the **Seventh Schedule B**.

### B. AREA DETAILS

- B1. Floor space index on the **Project Land** is 18886 square meters or thereabouts.  
B2. TDR/FSI available on the **Project Land** by surrendering amenity space and 24 m wide road which is a part of the **Entire Land** is NIL square meters.  
B3. Maximum Floor Space Index for the **Project Land** is 18886 square meters or thereabouts  
B4. The FAR available in respect of the **Entire Land** is 78874 square meters or thereabouts **plus** the rights to purchase / paid premium FSI of 13145 square meters or thereabouts **plus** the FSI available from hand over of the Amenity space and 24 m wide road which is a part of the **Entire Land** to the Authority **in addition**, to add F.A.R on the **Entire Land** or any part thereof, by way of DRC (TDR) as and when permissible and as may be permitted by the authority.

## THIRD SCHEDULE

### A. DESCRIPTION OF THE APARTMENT

The proposed Apartment bearing No. \_\_\_\_\_, on \_\_\_\_\_ floor, of \_\_\_\_\_ building along with \_\_\_\_\_ covered parking space

The details of the area of the Apartment is as under:

1. Carpet area of the Apartment calculated as defined in the RERA is \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
2. Exclusive right to use Usable area of utility is \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
3. Exclusive right to use Usable area of open/ enclosed balcony as sanctioned is \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
4. Exclusive right to use Usable Area of private terrace is \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)

For the purposes of calculation of the consideration, the proportionate share in the Society Common Areas of the Project is taken as \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)

For the purposes of calculation of consideration, the proportionate share in the Federation Common Areas of the **Said Land** is taken as \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)

The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee \_\_\_\_\_ covered parking space.

## B. DESCRIPTION OF THE SPECIFICATIONS OF THE APARTMENT

Sr. No	Location	Specifications
1	Structure	The building shall be fully or partly RCC framed structure as per IS Codes. Material used in the RCC structure will be as per standard practice and as specified by the Structural Designer. The RCC structure with slabs may have a drop panel or beam below the soffit level.
2	Internal Walls	Shall be of blocks / brick finished with gypsum plaster and two coats of Oil Bound Distemper paint
3	Electrification & Air conditioning	<ol style="list-style-type: none"> <li>1. All wiring shall be concealed and of copper manufactured by Polycab (or equivalent brand).</li> <li>2. Switches will be Modular of Legrand or equivalent.</li> <li>3. AC units will be Lloyd or equivalent brand</li> <li>4. Home automation to be Google integrated of Promoter's choice</li> <li>5. Refer Electrical / AC schedule and automation sheets for details of provisions</li> </ol>
4	Power Supply	<p>Electricity board power supply of 70 watts / square meter of carpet area will be provided after applying the suitable diversity factor</p> <p>DG Back up load for each apartment shall be as follows:</p> <p>for 2 BHK - 1.5 KW per flat</p> <p>for 3 BHK - 2.25 KW per flat</p> <p>DG backup load will be adequate to cater for only the essential loads (not exceeding above limits) i.e. 1 Light, 1 Fan in each room &amp; 1 Refrigerator per unit. Client has to make optimum use of the DG power to avoid tripping of ACCL (of individual Apartments) due to overloading.</p>
v.	Windows	<p>Shall be powder coated aluminium. Windows that are more than 1.5 meters in height will be either part fixed and part sliding/ openable or sliding with safety railing. The windows (excluding bathrooms) shall have nylon mosquito net either on separate track or mountable.</p> <p>Bathroom windows will have glass louvers.</p>

vi.	Waterproofing	The roofs and toilets will be waterproofed. In case of a leakage, the same will be rectified, as under warranty. In case any painting is required, only touch-up will be done - variation in the shade of paint is expected and will have to be accepted. Any breaking, tampering to the structure, services & existing finishes will render all warranties null and void
vii.	Doors	<p>a. Entrance Doors: Shall have a door frame with both sides laminated flush door shutter</p> <p>b. Bedroom doors shall have door frames with laminated flush door shutters</p> <p>c. Toilets: shall have door frames of Promoter's choice with flush door shutters of timber / PVC / FRP.</p> <p>d. Terrace sliding door shall be aluminium framed with float glass and nylon mosquito net.</p> <p>e. Utility terrace door shall have frames of Promoter's choice with door shutters of timber / Metal / PVC / FRP or Frost Glass.</p>
viii.	Flooring	<p>a. Living/ dining and all bedrooms where applicable shall have vitrified flooring with skirting.</p> <p>b. Master bedroom shall have laminated wooden flooring.</p> <p>c. Kitchen area shall have vitrified / ceramic flooring.</p> <p>d. Attached terrace / Balcony where applicable shall have ceramic tiles.</p> <p>e. Utility / dry balcony shall have ceramic tile flooring</p>
ix.	Bathrooms	<p>Shall have ceramic tiles on the floors and dado upto lintel height. The selection of the bathroom tiles shall be the choice of the Promoter. Sanitary ware and CP fittings shall be Jaguar or equivalent make.</p> <p>The bathroom will contain:</p> <p>A. Washbasin with a granite platform with a pillar cock of Jaguar or equivalent make.</p> <p>B. European style W.C. of Jaquar or equivalent make with flush Valve of Jaquar or equivalent make to be provided.</p> <p>C. All toilets shall have concealed plumbing. Drainage services shall be under sunk i.e., routed below slab and above false ceiling of the lower floor toilet.</p> <p>D. Bath tub is provided in master bedroom toilet for 3 Bedroom Duplex apartments and 3 bedroom row house only</p>

x.	Video Door Phone	Stand alone Wifi Video Door camera only (make and specifications shall be the choice of the Promoter) shall be provided.
xi.	Staircase	Internal staircase where applicable will have ceramic tile floor and M S railing.
xii.	Terraces/Balcony	Masonry Parapet on sides and front Parapet to have 5mm float glass panels with mild steel supports as per the design of the architect.
xiii.	Utility / Dry Balcony	Masonry wall Parapet.
xiv	Kitchen Area	<p>1. The kitchen area shall have a platform of granite fitted on a frame work with modular cabinets below the counter. The platform shall have a ceramic tile splash surface of approx. 600 mm height from the granite counter.</p> <p>2. Modular Kitchen ( only below counter cabinets) with Hob and Chimney. The kitchen platform shall also have a stainless steel sink (of Nirali make or equivalent).</p> <p>3. Water purifier shall be provided in all kitchens</p> <p>4.Kitchen water supply shall be directly connected through downtake lines to solar water heating system located on the building terrace</p> <p>5. Gas leak detector shall be provided in kitchen</p>
NOTE: For all Electronic/ Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the customer to avail directly.		

**ELECTRICAL / AC SCHEDULE**

<b>ARTICULARS</b>	<b>2 BHK</b>	<b>3 BHK</b>	<b>2 &amp; 3 BHK DUPLEX</b>
<b>LIVING &amp; DINING ROOM:</b>			
Light Points	3 nos	3 nos	3 nos
Fan Points	2 nos.	2 nos.	2 nos.
5A Plug Points	3 nos.	3 nos.	3 nos.
Conduit only (no wiring / switch) for AC at indoor location (No AC units):	1 no.	1 no.	1 no.
TV Point	1 no.	1 no.	1 no.
<b>ATTACHED TERRACE / FORMED TERRACE / BALCONY (TO LIVING ROOM &amp; BEDROOMS):</b>			
Light Points	1 no.	1 no.	1 no.
15 Amps Plug Point	NA	NA	1 no. at Lower Level Terrace Only
5 Amps Plug Point	1 no.	1 no.	NA
<b>KITCHEN:</b>			
Light Point	1 no.	1 no.	1 no.
Fan Point	1 no.	1 no.	1 no.
5 Amp Plug Point - Chimney	1 no.	1 no.	1 no.
5 Amp Plug Point - Hob	1 no.	1 no.	1 no.
5 Amp Plug Point - Water Purifier	1 no.	1 no.	1 no.
5 Amp Plug Point - Mixer	1 no.	1 no.	1 no.
15 Amp plug Point - Fridge	1 no.	1 no.	1 no.
15 Amp plug Point - Microwave	1 no.	1 no.	1 no.
<b>BALCONY / UTILITY / DRY BALCONY (ATTACHED TO KITCHEN):</b>			
Light Points	1 no.	1 no.	1 no.
15 Amps Plug Point - Washing Machine	1 no.	1 no.	1 no.
<b>MASTER BEDROOM:</b>			
Light Point	2 nos.	2 nos.	2 nos.
Fan Point	1 no.	1 no.	1 no.
5 Amps Plug Point	2 nos.	2 nos.	2 nos.
TV Point	1 no.	1 no.	1 no.
1 Ton AC	1 no.	1 no.	1 no.
<b>OTHER BEDROOM(S):</b>			
Light Point	2 nos.	2 nos.	2 nos.
Fan Point	1 no.	1 no.	1 no.
5 Amps Plug Point	2 nos.	2 nos.	2 nos.

Conduit only (no wiring / switch) for AC at indoor location (No AC units):	1 no.	1 no.	1 no.
TOILET:			
Light Point	1 no.	1 no.	1 no.
Exhaust Fan	1 no.	1 no.	1 no.
5 Amps Plug Point	1 no.	1 no.	1 no.
15 Amps Geyser Point	1 no.	1 no.	1 no.
DG BACKUP:	1.5 KW	2.25 KW	2 BHK - 1.5 KW 3 BHK - 2.25 KW

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**HOME AUTOMATION SPECIFICATIONS**

Particulars	2 BHK(including duplexes)	3 BHK(including duplexes)
<b>Automation Make</b>	Voice Controlled Home Automation of Promoter's choice	
<b>Light Automation</b>	On/ off, Dimming / mood light control	On/ off, Dimming / mood light control
<b>Places Covered</b>	Living	Living
	Dining	Dining
<b>No of automation points</b>		
<b><i>Living Room + Dining</i></b>		
Ceiling Lights	3	3
Ceiling fans	2	2
<b><i>Bedrooms</i></b>		
Ceiling Lights	Option to Integrate *	Option to Integrate *
Ceiling fans	Option to Integrate *	Option to Integrate *
<b>Energy monitor (Software)</b>	<b>Enabled</b>	<b>Enabled</b>
<b>Lamps to be used with dimmable ballasts</b>	by customer	by customer
<b>Google home mini or Equivalent</b>	1 No for entire unit	1 No for entire unit
<b>No. of Infra-red Appliances that can be controlled in Living Room</b>	8	8
<b>No. of Infra-red Appliances that can be controlled in Bedrooms</b>	Option to Integrate *	Option to Integrate *
<b>Curtain Control</b>	Conduit Provision for Living Dining Only **	
<i>** For mood lighting options, customer need to use dimmable LED ballasts/bulbs.</i>		
<i>** Motor, wiring &amp; Curtain rod to be provided by the customer</i>		
<i>* Integration of bedrooms in home automation can be ordered by customer from the Automation Vendor.</i>		

**FOURTH SCHEDULE****A. CONSIDERATION PAYABLE**

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. \_\_\_\_\_ more particularly described in the **Third Schedule (A)** for the Purchase Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) plus government taxes as applicable.

The same is inclusive of:

- The proportionate price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards Society Common Areas
- The proportionate price towards the FCA is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- iii. An amount of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) towards membership fees of Shared Club House.
- iv. An amount of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) towards proportionate undivided right, title and interest in the said Exclusive Club House as mentioned in Clause 4B hereinabove.
- v. Price towards Covered Car park is -----/-
- vi. The purchaser is/is not desirous of availing a 2 year extension of the mandatory 5 year defect liability period for the inside of the unit. The purchaser has agreed to pay a sum of Rs. \_\_\_\_\_ for the extension (the same is therefore included in the consideration above).

**B. AMOUNT PAYABLE TOWARDS HOLDING CHARGES**

The allottee hereby agrees to pay holding charges of Rs. \_\_\_\_\_ per week or part thereof as per clause 11.1.b hereinabove plus government taxes as applicable.

**C. 1. AMOUNTS PAYABLE TOWARDS THE S-CAM CHARGES**

The amounts payable in terms of clause 14.1 shall be Rs. \_\_\_\_\_ towards the maintenance of the common areas in the Project plus government taxes as applicable.

**C. 2. AMOUNTS PAYABLE TOWARDS THE FCAMC**

The amounts payable in terms of clause 14.1 shall be Rs. \_\_\_\_\_ towards the maintenance of the Federation Common Areas plus government taxes as applicable at the time of possession of the project and to be charged in proportion of the phased delivery of the FCA and amenities thereof as mentioned in **Annexures 11A,12.**

**C.3 AMOUNTS PAYABLE TOWARDS THE SINKING FUND**

The amounts payable in terms of clause 14.1 shall be Rs. \_\_\_\_\_ towards the sinking fund in the Project plus government taxes as applicable.

**D. AMOUNTS PAYABLE AS PER CLAUSE 17.**

Processing fee payable as per clause 17 shall be Rs. \_\_\_\_\_ Sq. Mtr. of carpet area (of the apartment plus balcony plus terrace plus utility) with escalation of 10% per year from the date of agreement.

**E. AMOUNTS PAYABLE TOWARDS LEGAL AND ADMINISTRATIVE CHARGES**

An amount of Rs. \_\_\_\_ per square meter of the carpet area (inclusive of carpet area of apartment, balconies, utility, terrace) and proportionate share in the Society Common Area shall be paid as mentioned in Clause 19 hereinabove.

**F. AMOUNTS PAYABLE AS PER CLAUSE 4B(V)**

An amount of Rs. \_\_\_\_ shall be paid in terms of Clause 4B(V) hereinabove towards maintenance and upkeep of the Exclusive Club House.

\*Amount mentioned in C1, C2, C3 and F are estimated and tentative amounts to cover the first 12 months of expenses and are subject to change later as mentioned in Clause 14.1c

**FIFTH SCHEDULE**  
**Payment Plan or Payment Schedule**

Sr.No.	Payment Percentage	Stage	Amount Due
1	5%	On signing of offer letter	
2	5%	<b>Within 14 days from the date of offer</b>	
3	10%	On Commencement of Foundation (includes 30% of amount towards exclusive clubhouse)	
4	5%	On Commencement of Raft	
5	10%	On Commencement of 1st slab (includes 35% of amount towards exclusive clubhouse)	
6	6%	On Commencement of 3rd slab	
7	6%	On Commencement of 5th slab	
8	5%	On Commencement of 7th slab	
9	4%	On Commencement of 9th slab	
10	4%	On Commencement of 11th slab	
11	4%	On Commencement of 13th slab (includes 30% of amount towards exclusive clubhouse)	
12	2%	On Commencement of 15th slab	
13	2%	On Commencement of 16th Slab	
14	2%	On Commencement of terrace slab	
15	5%	On Commencement of Masonry (Block work) of the unit	
16	5%	On Commencement of Internal plaster of the unit.	
17	5%	On Commencement of Tiling in the unit	
18	5%	On Commencement of Windows of the unit.	
19	5%	On Commencement of Lifts, water pumps, transformer & fire fighting lines	
20	5%	When the unit is ready for possession. (includes 5% of amount towards exclusive clubhouse)	
	<b>100%</b>	<b>Total</b>	

The above installments are due as per the progress of the project wherein the unit is situated. Payment towards the exclusive club house indicated above shall be internally apportioned towards the exclusive clubhouse project by the Promoter

**SIXTH SCHEDULE**

As per Clause 11.1 (a), the Promoter shall give possession of the Apartment to the Allottee, after obtaining occupation certificate (part or full) from the concerned authority, on or before \_\_\_\_\_ ("**Possession Date**"), subject to clause 11.4 (c) and further subject to the Promoter having received the full purchase price in respect of the

Apartment and all other amounts payable by the Allottee in respect of the Apartment. However, without prejudice to the above, the Promoter shall endeavor to give the possession of the said Apartment to the Allottee, after obtaining occupation certificate (part or full) from the concerned authority, on or before \_\_\_\_\_. It is clarified that notwithstanding the above, in case of order of any authority or court, the progress of the project is hampered or stalled, the period of completion shall be extended for such duration plus 3 months subject to a maximum of 12 months.

### SEVENTH SCHEDULE

**A. SOCIETY COMMON AREAS** The Society Common Areas consist of the common areas and amenities within the society as per **Annexure 4**

**B. COMMON PARKING AREAS** The Common Parking Areas is for the parking by the allottees and further described as per **Annexure 9**

**C. FEDERATION COMMON AREAS** The Federation Common Areas consist of the federation common areas and amenities as per **Annexure 5**

### EIGHTH SCHEDULE

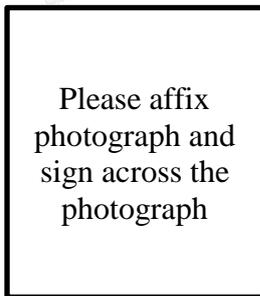
List of facilities/amenities for Shared Club House as per **Annexure 11A**

### NINTH SCHEDULE

Details of phasing of amenities as per **Annexure 12**

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter**



\_\_\_\_\_  
**(Authorized Signatory)**  
**In the presence of WITNESSES:**

1. **Name:**

**Signature:**

2. **Name:**

**Signature:**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: (including joint buyers)**

Please affix  
photograph and  
sign across the  
photograph

Please affix  
photograph and  
sign across the  
photograph

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**In the presence of WITNESSES:**

1. **Name:**

**Signature:**

2. **Name:**

**Signature:**

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