

GERA's MISTY WATERS
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this ____ day of _____ in the Christian Year Two Thousand and _____ **BETWEEN GERA DEVELOPMENTS PRIVATE LIMITED**, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 200 Gera Plaza, Boat Club Road, Pune 411001, by the hand of one of its Directors, SHRI. KUMAR GERA/SHRI. ROHIT GERA or by the hand of SHRI. _____, duly authorised by the Board of Directors of the Company in that behalf, hereinafter referred to as **"the Promoter"** [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said company and its successors-in-interest] of **THE FIRST PART**

AND

THE LAND'S END CO-OPERATIVE HOUSING SOCIETY LIMITED, a Tenant Co-partnership Co-operative Housing Society duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No.PNA/ PNA (4)/ HSG/ (TC)/ 1500/ 2014-2015 dated 06.02.2015 by the hand of SHRI.ROHIT GERA, duly authorized by the General Body of the said Society in that behalf, hereinafter referred to as **"the Confirming Party"** [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Society and its successors-in-interest] of **THE SECOND 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 permitted assigns, in the case of a body corporate, its successors and

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 coparceners 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 permitted assigns of the last survivor of them, and in the case of a Trust, the trustees for the time being and from time to time of the Trust and the survivors or survivor of them and their successors and permitted assigns)

...OF THE THIRD PART

I. 1. In this Agreement unless: –

- (i) The context otherwise implies, the below expressions shall have the respective meanings assigned to them;
- (ii) The singular shall include plural and vice versa;
- (iii) The masculine gender or reference made thereto, shall include both the other genders and references thereto, as the context may require;
- (iv) 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;
- (v) The recitals and Schedules written hereunder and the Annexures annexed hereto form an integral part of this Agreement.
- (vi) Reference to taxes whether specified or not includes all present and future taxes and levies.
- (vii) Unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation.
- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) When any number of days is prescribed in any document, the same shall be reckoned excluding the first and inclusive of the last day.
- (xii) 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.
- (xiii) 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;

(xiv) 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.

(xv) 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.

(xvi) 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;

WHEREAS vide its Order dated 11.07.1989 bearing No.PMF/ 1042/4, the Office of the Collector, District Pune allotted on "Class II" Occupancy basis to one Shivlal Ambaji Jadhav all that piece and parcel of land or ground admeasuring Hectares 00 = 79 Ares bearing Survey No.9 to 14 Hissa No.1/12 situate, lying and being at Village Mundhwa within the Registration Sub-District of Taluka Pune City, District Pune outside the limits of the Municipal Corporation of Pune; the said land bearing Survey No.9 to 14 Hissa No.1/12, Mundhwa is more particularly described in the First A Schedule- hereunder written and is hereinafter referred to as The Entire Land";

AND WHEREAS pursuant to discussions by and between the said Shivlal Ambaji Jadhav and the Promoter herein, it was agreed that the said Shivlal Ambaji Jadhav shall, after reserving for his own benefit F.A.R. (FSI) sufficient to construct certain Residential Flats in the Project to be implemented on, grant rights of development of the Project Land to the Promoter herein for construction of building/s containing Residential Flats/ Commercial Premises/ Units thereon and, upon reserving certain of such Residential Flats for the said Shivlal Ambaji Jadhav, permit the Promoter herein to sell the remaining Residential Flats/ Commercial Premises/ Units to prospective purchasers thereof and to receive and appropriate the sale proceeds thereof and that, after procuring permission of the Collector, District Pune therefor, assign, transfer, assure and convey the Project Land to/in favour of a Tenant Co-Partnership Co-operative Housing Society which was to be formed and registered and which was to be a nominee of the Promoter herein ;

AND WHEREAS in pursuance of such agreement arrived at by and between the said Shivlal Ambaji Jadhav and the Promoter herein, the Land's End Co-operative Housing Society Limited (being, in fact, the Confirming Party herein) was duly registered and formed as a Tenant Ownership Co-operative Housing Society Limited bearing Registration No. PNA/ PNA (4)/ HSG/ (TO)/ 1500/ 2014-2015 dated 06.02.2015;

AND WHEREAS on application in that behalf made to the Assistant Registrar, Co-operative Societies, Pune City (4), Pune, the classification of the Confirming Party

Society was changed to “Tenant Co-partnership” vide an Order dated 22.12.2015 of the Assistant Registrar, Co-operative Societies, Pune City (4), Pune;

AND WHEREAS the said Shivlal Ambaji Jadhav had building layout and building plans prepared by his Architect and, after taking the approval of the Promoter herein thereto, the said Shivlal Ambaji Jadhav submitted such plans to the Pune Metropolitan Region Development Authority (which supplanted the Collector, District Pune as the Planning Authority for Pune Metropolitan Region) for its sanction;

AND WHEREAS vide its Letter dated 12.01.2016 bearing No. BHA/C.R. No.3062, the Pune Metropolitan Region Development Authority (“PMRDA”) sanctioned the building layout and building plans in respect of the construction to be carried out on the Project Land;

AND WHEREAS the said Shivlal Ambaji Jadhav also made Application to the Collector, District Pune for permission to transfer the Entire Land to the Confirming Party herein as the nominee of the Promoter herein;

AND WHEREAS the Collector, District Pune required the said Shivlal Ambaji Jadhav herein to make payment of a determined amount to the Government as and by way of “Nazarana” or unearned increment and which was duly paid on 02.04.2016;

AND WHEREAS vide its Order dated 25.04.2016 bearing No. PMRDA/ NA/ SR/ 26/ 2016, the Additional Collector, Pune permitted conversion of the user of a portion admeasuring 7051.63 sq.mtrs. out of the Entire Land [i.e. after excluding from the area of the Entire land (which is 7,900 sq. mtrs), the area under road of 257.67 sq.mtrs. and area under “Green Zone” of 590.70 sq.mtrs.] to “Non-Agricultural” under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS vide his Order dated 03.12.2016 bearing No. PMF/Vikri Parwangi/CR/20/2016, the Collector, District Pune permitted transfer of the Entire Land to the Confirming Party herein on the terms, conditions and stipulations therein contained;

AND WHEREAS under the terms of such agreement arrived at by and between the said Shivlal Ambaji Jadhav and the Promoter it was agreed by and between the said Shivlal Ambaji Jadhav and the Promoter herein as follows:

- a) That the Promoter herein would make payment of a sum of Rs.8,34,85,500/- (Rupees Eight Crores Thirty Four Lacs Eighty Five Thousand Five Hundred Only) in the aggregate to the said Shivlal Ambaji Jadhav as part of the agreed consideration amount receivable by the said Shivlal Ambaji Jadhav from the Promoter herein.
- b) That the said Shivlal Ambaji Jadhav would contribute a sum of Rs.6,08,60,500/- (Rupees Six Crores Eight Lacs Sixty Thousand Five Hundred Only) towards payment of the said “Nazrana” amount of Rs.8,68,60,500/- (Rupees Eight Crores Sixty Eight Lacs Sixty Thousand Five Hundred Only) while the Promoter herein would contribute a sum of Rs.2,60,00,000/- (Rupees Two Crores Sixty Lacs Only) towards the same.
- c) That the Promoter would deposit a sum of Rs.2,07,19,716/- (Rupees Two Crores Seven Lacs Nineteen Thousand Seven Hundred and Sixteen Only) with the said Shivlal Ambaji Jadhav as an Interest Free Refundable Security Deposit which would be recovered by the Promoter by appropriating a mutually agreed part of the Gross Sales Proceeds of the sale of Residential Flats/ Units in the Project to be allotted to the said Shivlal Ambaji Jadhav until such time as the said Interest Free Refundable Security Deposit is duly recovered by the Promoter.
- d) That the Promoter shall allot 15.33% of the Residential Flats/Units in the said Building to be constructed on the Project Land to the said Shivlal Ambaji Jadhav.

AND WHEREAS the Promoter made payment of the aggregate amount of “Nazarana” or “Unearned Increment” [Rs.8,68,60,500/- (Rupees Eight Crores Sixty Eight Lacs Sixty Thousand Five Hundred Only)] to the Government and, in the circumstances, the Promoter made payment of a sum of Rs.6,08,60,500/- (Rupees Six Crores Eight Lacs Sixty Thousand and Five Hundred Only) . [i.e. Rs.8,68,60,500/- less Rs.2,60,00,000/-] to the Government for and on behalf of the said Shivlal Ambaji Jadhav;

AND WHEREAS the Promoter made payment of a further sum of Rs.26,25,000/- (Rupees Twenty Six Lacs Twenty Five Thousand Only) to the said Shivlal Ambaji Jadhav prior to execution hereof;

AND WHEREAS the Promoter made payment of a further sum of Rs.2,00,00,000/- (Rupees Two Crores Only) to the said Shivlal Ambaji Jadhav which, together with

the said sums of Rs.6,08,60,500/- (Rupees Six Crores Eight Lacs Sixty Thousand Five Hundred Only) and Rs.26,25,000/- (Rupees Twenty Six Lacs Twenty Five Thousand Only) paid by the Promoter to the said Shri. Shivalal Ambaji Jadhav referred to above makes up the aggregate sum of Rs. 8,34,85,500/- agreed to be paid by the Promoter to the said Shri. Shivalal Ambaji Jadhav as part of the agreed consideration amount;

AND WHEREAS, as stated above, the PMRDA sanctioned the layout and building plans in respect of the construction to be carried out on the Entire Land (except approvals for construction to be carried out on the Amenity Space of the sanctioned layout in respect of the Entire Land) vide its Letter dated 12.01.2016 and whereas, the said Shivalal Ambaji Jadhav obtained revised plans from the PMRDA vide its Letter dated 29.12.2016 bearing No. DP/BHA/Mau- Mundhwa/ S. No. 9 to 14, Hissa No-1/12/Pra Kra 800/16-17 for the development to be carried out on the Project Land (described in First B schedule hereto) and earmarking the Amenity Space to be developed and or to be handed over to the competent authority (hereinafter referred as the “Amenity Space” and described in First C schedule hereto),

AND WHEREAS as per such sanctioned revised building layout and building plans, a Building consisting of Residential Flats is constructed on a portion of the Entire Land (the Project land), excluding the said Amenity Space and whereas with reference to such sanctioned revised layout and building plans, the said Shivalal Ambaji Jadhav and the Promoter have mutually identified the Residential Flats to be allotted to the said Shivalal Ambaji Jadhav as representing the 15.33 % share of the said Shivalal Ambaji Jadhav in the Residential Flats/ Units constructed on the Project Land, excluding the Amenity Space as aforesaid;

AND WHEREAS the Promoter shall have the right to surrender the Amenity Space to the authorities concerned and thereby receive the entire and exclusive benefit thereof without any claim or demand from the Allottee/s or Confirming Party as the case may be.

AND WHEREAS the following Residential Flats (with reference to the said sanctioned revised building layout and building plans) have been agreed to be allotted to the said Shivalal Ambaji Jadhav:

<u>Flat No.</u>	<u>Carpet Area – as defined under the Maharashtra Ownership Flats Act, 1963 (in sq.mtrs.)</u>	<u>Situate at</u>	<u>Carpet Area – as defined in Section 2 of the Real Estate (Regulation & Development) Act, 2016</u>
A101	74.33	1st Floor	56
A106	74.72	1st Floor	56.5
A202	74.74	2nd Floor	55.5
A205	74.76	2nd Floor	56
A303	89.37	3rd Floor	75.5
A304	76.37	3rd Floor	57.5
A402	74.74	4th Floor	55.5
A405	74.76	4th Floor	56
B503	76.05	5th Floor	56.1
B504	74.57	5th Floor	63
A605	74.76	6th Floor	56
B706	74.68	7th Floor	56.5
A802	74.74	8th Floor	55.5
A805	74.76	8th Floor	56
B903	76.05	9th Floor	56.1
B904	74.57	9th Floor	63
A1001	74.38	10th Floor	56
B1001	74.76	10th Floor	56.5
<u>Total Carpet Area: 1,363.11 sq.mtrs.</u>			

AND WHEREAS vide a Deed of Conveyance dated 29.12.2016 (duly registered under Serial No.16008 of 2016 with the Sub-Registrar, Haveli III, Pune), the said Shri.Shivlal Ambaji Jadhav assigned, transferred, assured and conveyed the Entire Land to the Confirming Party herein, as the nominee of the Promoter herein;

AND WHEREAS under the said sanctioned layout in respect of the Entire Land described in the First A Schedule hereto, the portion of the land on which the multi-storied Building containing residential flats along is more particularly described in the First Schedule – Part B hereunder written and herein referred to as “the Project Land”;

AND WHEREAS the Promoter is required to handover said Amenity Space to the Pune Municipal Corporation in terms of the provision under DCR;

AND WHEREAS the Promoter is in possession of the Project Land.

AND WHEREAS the Promoter has completed the development of Project Land by constructing a building known as “Gera’s Misty Waters” on the area

admeasures about 6684.59 sq. mtrs. more particularly described in First Schedule- B written hereunder and has obtained part Occupation Certificate bearing No. OCC/0241/19 dated 28th June-2019 (for 110 units out of total 118 units)from Pune Municipal Corporation and marked as Annexure 9 herein.

AND WHEREAS the Allottee applied for and is offered an Apartment, (herein after referred to as the said “**Apartment**”) in the said Building constructed by the Promoter. The said “Apartment” has been more particularly described in Third (A) Schedule annexed hereto.

AND WHEREAS the Promoter had 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..

AND WHEREAS the Promoter has registered the Project under the provisions of the Act and an authenticated copy of the registration certificate is annexed hereto as **Annexure 8**;

AND WHEREAS the Promoter appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter accepted the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the said Conveyance Deed, the Promoter has sole and exclusive right to sell the Apartments in the said building/s constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments 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/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of 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 and is duly satisfied with the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at Law or advocate of the Promoter as **Annexure 2**, Commencement Certificate/s as **Annexure 3**, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Apartments are constructed as **Annexure 1** are annexed herewith. The same is hereby to the satisfaction of the Allottee, acknowledged and confirmed by the Allottee/s.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been uploaded on the website of the Authority and the plans have been

inspected by the allottee and the reference/relevant certificate number is marked as **Annexure 4**.

AND WHEREAS the authenticated copies of the building plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been uploaded on the website of the Authority and the plans have been inspected by the allottee and the reference/relevant certificate number is marked as **Annexure 5**.

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 the said building 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 plans and completed the development of the said Project Land.

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 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 as per law. The Allottee/s is aware of the fact that save and except the building, construction whereof is presently proposed, the scheme of development is subject to change and/or modifications, as desired by the Promoter and the Allottee/s has no objection to the same;

AND WHEREAS prior to the execution of these presents the Allottee/s has agreed to pay the consideration for the said Apartment as detailed in the Fourth and Fifth Schedule hereto which includes a part payment received on or before the signing hereof. Along with the offer to purchase the Unit/Apartment from the Promoter, the Allottee/s has requested to treat the monies paid in terms of the offer letter as a part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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 agrees to purchase the Apartment and the proportionate rights in the common general areas and common parking areas.

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

The contents of the riders herein wherever applicable shall be deemed to be incorporated in this, the operative part of this Agreement. For the sake of brevity and convenience, it is not repeated.

1. DEFINITIONS

a. **“Act of God” or “Force Majeure”** shall include but not be restricted 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.

b. **“Amenity Space”** shall mean the portion of the land that is to be earmarked and developed by the owner or handed over to local authority under whose jurisdiction the development of the Project falls in terms of the Development Control Rules of the local authority, for which the compensation may be in the form of TDR to be used by the Promoter as per his discretion.

c. **“Apartment” or “Unit” or “Said Unit” or “said Apartment”** shall mean the Apartment agreed to be purchased by the Allottee/s with carpet area of the Apartment, useable area of the balcony, useable area of the terrace, useable area of utility and proportionate share in the Common General areas and Common Parking Areas which is more particularly described in Third (A) Schedule hereunder.

d. **“Carpet area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment. In case of an enclosed balcony, the carpet area of the Apartment shall be measured till the line of the balcony shown in the sanctioned plan, excluding such balcony. The method of calculating the carpet area has been clarified by the Government of Maharashtra vide Circular 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 is constructed as per the sanctioned plans and sale plans annexed herewith.

e. **“Useable area of balcony”** shall mean the area of the balcony, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee. When the balcony is enclosed, the usable 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 usable area of the balcony.

f. **“Useable area of Terrace”** shall mean the area of the terrace, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee. The area of the terrace shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing.

g. **“Useable area of Utility”** shall mean the area of utility, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee. The area of the utility shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing or till the inside of the parapet wall, as the case may be.

h. **“Common Area Maintenance” or “CAM”** shall mean the management, upkeep and maintenance of the Common Areas of the Project and includes but is not limited to cleaning/housekeeping, security, sanitation, upkeep of all common areas, etc.

i. **“Common Area Maintenance Charges” or “CAM Charges”** shall mean the charges payable towards the CAM, ground rents, taxes, water charges and costs payable to any authority. It shall 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 land and building/s salaries, wages, of the people engaged for the ultimate body, electricity charges, water charges, all annual maintenance charges and maintenance costs of all equipment and machineries, including STP, elevators, DG set, mechanical parking (if provided), club house, swimming pool and all other expenses of and incidental to the management and maintenance of the said project land and structure. CAM Charges shall always exclude costs of water procured by tankers and costs of diesel

j. **“Common Areas”** shall mean the Common General Areas plus the Common Parking Areas, the total of which is to be conveyed to the ultimate body with proportionate title to the Apartment purchasers.

k. **“Common General Areas”** shall mean the areas, amenities and facilities within the Project, all within the Project Land, 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 annexed hereto which is to be conveyed to the ultimate body with proportionate title to the Apartment Allottees. Common General Areas shall include the area

designated for parking of vehicles of visitors to the project but always exclude Common Parking Areas.

l. “Common Parking Areas” shall mean the aggregate parking area (open and covered at all levels) and may include mechanical parking earmarked for the parking of vehicles of the Apartment purchasers which is to be conveyed to the ultimate body with proportionate title to the Apartment purchasers.

m. “Default” shall mean any non-compliance of the terms and conditions of this Agreement and includes not making payments 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.

n. “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 and all other concerned persons, 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.

o. “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.

p. “Intent to terminate notice” or “cure notice” shall mean a Notice sent or required to be sent to the Allottee or the Promoter, as the case may be, by the other party, providing a period of 15 days to make good of the default. A Notice of default with a period to cure / make good the default shall automatically be considered as Intent to terminate notice or a cure notice.

q. “Liquidated Damages” shall mean the pre-estimated liquidated damages payable by the Allottee/s 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. 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 access to a mobile application with web access. The Allottee 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 over the application shall be considered a notice.

s. **“Notice of default”** shall mean a notice sent by the Allottee 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/Schedule”** shall mean the payment plan/schedule more particularly described in the Fifth Schedule to this Agreement. The time of payment or timely payment of each of the installments as per the Payment Plan/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 Deed of Apartment in favour of the Allottee.

v. **“Plans”** shall mean the plans, drawings and layout as currently approved and sanctioned by the PMRDA/PMC 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 a single building project consisting of a total of not more than 10 number of floors, the sanction of all 10 floors have been obtained by the Promoter, as is more particularly described in the Second Schedule 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 – Part B to this Agreement. In the event any additional 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. **“Said Building”** shall mean the Building wherein the said Apartment will be a part.

z. **“Taxes”** shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law and/or by Governmental Authorities, attributable to and/or in relation to and/or arising from and/or imposed or levied upon, the Agreement for allotment and sale herein, and/or the Apartment and/or the 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 Ultimate body 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, stamp duty and registration charges, and any taxes, imposts, impositions, levies or charges, in the nature of indirect tax or in relation thereto, that is/are imposed or levied by any Governmental Authority.

aa. “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;

In the case of default in making payment as per the due date mentioned in any cure notice;

ii. In the case of default in making payment immediately upon the occurrence of a default being the fourth instance of a delay in 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.

bb. “Termination notice” shall mean the notice by which this Agreement stands cancelled pursuant to a Terminable Default taking place.

cc. “The Act” shall mean the Real Estate (Regulation and Development) Act, 2016.

dd. “Ultimate Body / Society” shall be an entity consisting of the allottees formed by the Promoter, more particularly described in the Eighth Schedule.

2. NAME OF THE PROJECT

The development on the Project land aforesaid shall always be known as defined in the Second Schedule or by such other name as may be desired by the Promoter, this covenant shall be binding upon the successors in title of the Promoter and/or the Allottee/s including the Ultimate Body (formed in the manner as provided hereunder) in perpetuity.

3. DESCRIPTION OF THE PROPERTY

The Property / Land on which the said Project, more particularly described in the Second Schedule hereto, shall be developed, is more particularly described in the First Schedule – Part B hereto.

The Promoter has constructed 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.

4. DESCRIPTION OF THE UNIT/APARTMENT

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

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 Schedule written hereunder at a consideration/Purchase Price more particularly detailed in the Fourth Schedule written hereunder.

b. The total consideration of the Apartment includes the proportionate price towards the common general areas which are more particularly detailed in the Seventh A schedule written hereunder.

c. The total price amount referred to in the sub clause above payable by the Allottee/s to the Promoter is inclusive of: (i) Cost of the Apartment, (ii) Infrastructure Cost, (iii) Club Cost, (iv) Gram Panchayat/Zilla Parishad/Collector/Authority charges and (v) MSEDCL charges but excluding power supply and running costs.

d. The total above is excluding taxes and any other amounts specifically mentioned herein as payable. Further it excludes (a) diesel and water procurement by tankers or otherwise and consumption charges till the final hand over (b) any other dues as herein otherwise contained all of which 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.

e. The Total Price is escalation-free.

6. MODE OF PAYMENT

a. 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.

b. 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 hereinbelow.

c. 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.

d. 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.

7. TAXATION:

i. The consideration herein is exclusive of taxes. 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 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 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 after 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. Amounts due from the Allottee/s shall automatically create a charge of the Promoter on the said Apartment.

8. EVENT OF DEFAULT IN PAYMENT AND INTEREST IN CASE OF DEFAULT

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, shall be considered a default or a terminable default, as the case may be.

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

b. Any condonation or leniency shown by the Promoter or delay or extension in timely raising of bill or invoice by Promoter in this case shall not mean a waiver and shall not affect the right 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 provided by the Promoter in the said Apartment as are set out in the Third (B) Annexure, annexed hereto. The Allottee/s hereby agrees, declares and confirms that save and expect the fixtures, fittings as mentioned in the said Third (B) Annexure, the Promoters 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 (B) Schedule hereto, the choice of specifications lies with the Promoter. The specifications provided are accepted by the purchaser/s and shall not be changed prior to possession.

11. POSSESSION

11.1 DATE OF POSSESSION

a. The Promoter shall give possession of the Apartment to the Allottee/s as per the date mentioned in the Sixth Schedule hereto.

b. In the event the Allottee/s is served with a notice to take possession, but does not do so 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 (B) schedule 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.

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 ipso facto follow.

11.2 PROCEDURE FOR TAKING POSSESSION -

a. The Promoter on its behalf shall offer the possession to the Allottee/s in writing.

b. The Promoter shall invite, the Allottee shall inspect the Apartment and take possession. The Allottee/s may exercise his right to inspect, measure, and confirm that he is satisfied with the Apartment. Upon the Allottee/s taking possession, it shall be deemed to be to the satisfaction of the Allottee/s. No objection thereafter shall be raised on these issues.

c. Upon written request by the Allottee/s, the Promoter shall confirm the final carpet & usable area that has been allotted to the Allottee/s. In the event of any variation in the carpet & usable area, the Promoter shall furnish details of the variation, subject to a maximum of three percent - it may vary up to 3% due to plaster, tiling, skirting, ledges and structural members etc. The total price payable for the carpet & usable area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet & usable area within the defined limit then the Allottee/s shall deduct the proportionate amount and make the final installment. If there is any increase in the carpet & usable area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee, and the Allottee shall make this payment before taking possession of the Apartment. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and the sq mtrs. rate shall be derived therefrom.

d. In the event the carpet & 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 area or cancel the Apartment purchase by issuing a termination notice to the Promoter. In the event the & 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 the Apartment purchase by issuing a termination notice to the Allottee/s or claim the proportionate extra amount for the extra area. In case either party exercising their right to terminate the process as per the termination and the consequences of termination herein shall be followed.

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 & 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. In such a case of receiving the note of dis-satisfaction, the Promoter, at its sole discretion, (without assigning any reason thereof) has 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.

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/s and the development.

f. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/s is/are ready for the use and occupancy.

g. Promoter shall give possession of the Apartment/s 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 charges as applicable 15 days after the date of receipt of notice by the Promoter to take the possession of the said Apartment.

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 hand over 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, 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.

b. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond its control and of its agents 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 delivery 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 -

War, civil commotion

Act of God;

Any notice, order, rule, regulation, notification or directive of the Government and/or other local or public or private body or competent authority/court/tribal/any quasi judicial body or authority;

Any prohibitory order of any court against the development of the building/land;

Flood, drought, cyclone, fire, earthquake, or any other calamity caused by the nature affecting the regular development of the real estate project;
Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labours etc.; or
Delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Promoter; or

Strikes or agitation by the workers, employees or laborers of the Promoter or the contractors or suppliers; or

Government seizures of the equipment and/or plant of the building

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;

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.

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.

d. The Promoters shall, wherever it is necessary, intimate the authority 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 & or situations or conditions.

12. DEFECT LIABILITY

The parties hereto have executed, simultaneously herewith a Defect Liability Agreement.

13. COMMON AREAS

The common general areas and the common parking areas, as described in the Seventh Schedule hereto, shall constitute the common areas and which shall ensure for the more beneficial use and enjoyment (in common with one another) of the holders, for the time being, of the various Apartments comprised in the said Project. 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 general areas. The Allottee/s shall have no claim whatsoever in the common areas which will remain the area of the Promoter until the Conveyance is done and until the charge is handed over to the Ultimate body. The common areas and facilities as stated above shall be for the common use of all the Apartment holders. The Allottee/s has/have requested that his/her/their, along with the other Allottees, proportionate undivided share in the common parking area be shown on the ground. This would make parking of the vehicles convenient for all concerned. The Allottee/s shall permit the Ultimate body to rework such allocation in terms of the byelaws attached to the documentation pertaining to the Ultimate body.

14. 1. COMMON AREA MAINTENANCE (CAM) AND SINKING FUNDS

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 (C) Schedule towards bearing the cost of the CAM charges and amount as mentioned in the Fourth (D) Schedule towards the sinking fund for the repairs and maintenance of the building/s and/or the Project as determined by the Promoter or the Ultimate body, as the case may be.

b. The Allottee/s is/are informed that the concerned authority will provide piped water supply in due course and the Allottee/s agree to pay for tanker/bore well water until the 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 common area requirements.

c. The amounts collected under the Fourth (C) Schedule will be used along with the interest accrued for the CAM and to shall cover all costs related to CAM Charges and all other expenses of and incidental to the management and maintenance of the said project land and structure(s). 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.

d. The maintenance and sinking fund payable to the Promoter and/or his nominee will be paid on a lump sum basis in advance computed as mentioned in the Fourth (C) Schedule, Fourth (D) Schedule respectively. These charges are ESTIMATED to cover 12 months of expenses. However, the actual expenses may be more or less and the next call for payment will be computed based upon the actual expenses incurred.

e. During the period, the Promoter is managing the Common Area Maintenance, the Promoter shall be responsible for cost of 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 lumpsum amount calculated at the rate of 15% of all 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.

f. In the event it is necessary to file GST returns with regards to the CAM or CAM Charges, the same shall be outsourced by the Promoter to a third party. The costs for such Third party shall be borne by the Allottees and these costs shall be treated as CAM Charges.

g. The promoter is not required to provide any account for the costs incurred and shall not be entitled to ask for any increase in this lumpsum in case the costs incurred by the Promoter are in excess of the lumpsum amount.

h. The Allottee hereby authorizes the Promoter to collect the lumpsum directly from CAM Charges account on a monthly basis.

i. 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 CAM charges collected and such salary amount paid shall be deducted from the 15% lumpsum provided herein.

j. Upon the amounts collected as per the Fourth (C) Schedule are consumed, the Allottee/s shall deposit with the Promoter an amount equivalent to 12 times the average amount spent every month plus 10% for inflation as the next amount. The Promoter shall maintain accounts for the actual expenses incurred and shall provide the same at the time of raising the invoice for the next amount due. The next invoice will be raised when 85% of the amount received in terms of the Fourth (C) Schedule from the Allottee/s is spent/ incurred. The Allottee shall pay such amount raised in the invoice within 15 days of it being received.

k. The Club House shall be maintained by the Promoter until the formation of Ultimate Body and handover of charge to the Ultimate body, or until administration and management thereof would be handed over to the Allottee/s of the Project.

l. In addition to the 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 ultimate body.

m. 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 Ultimate Body. The Promoter will manage common area maintenance and upkeep in coordination with ad hoc body from out of the contributions made by Allottees.

n. At the time of hand over of the common areas to the Ultimate body, the Promoter shall provide, a copy of accounts of income and expenditure till the date of handover of possession. Simultaneously, the Promoter shall handover the unused amount, if any, out of the amounts collected as per the Fourth (C) Schedule (with the accrued interest, if any) to the Ultimate Body.

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 in case of any errors in the same, the Promoter shall correct the same. The Allottee/s may 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 non-payment of maintenance for future. The expenses made by 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 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.

o. 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 this agreement and may lead to consequence, including termination, as stated hereinabove. On the other hand, 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 CAM charges.

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 handing over of the Common Areas to the Ultimate body of the said Project Land in possession, management and control to the Ultimate Body as regards the building and the common areas 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 same, by any Allottee/s, at the time of handing over of charge to the body shall be shown as receivable in the books of accounts and the responsibility to collect the same shall be of the Ultimate Body upon taking over the management of the Project.

p. In the event of the Ultimate Body being formed or registered before the sale or disposal by the Promoter of all the Apartments in the said Project Land or before the construction of additional storey/s which may be constructed by the Promoter on the said wing/building, subject to the approval of the concerned authorities, as the case may be, the powers and authorities of the said Ultimate Body so formed by the Allottee/s and Allottee/s of the other Apartments in the

said Project Land 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 including Apartment/s of which the agreements are cancelled at any stage for some reason or other or the additional Apartment/s to be constructed on the said Project Land and/or other areas thereof and/or on contiguous or adjoining lands proposed to be acquired by the Promoter and acquired and merged following the provisions of the law and the disposal thereof, and all the Allottee/s of such Apartment/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 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, shall be to the credit of the Promoter alone.

q. GST (or any other tax) as applicable will be paid separately by the Allottee/s at the time of payment of the same.

14.2 CLUB HOUSE, RECREATION FACILITIES

The Club House shall be available to and enjoyed by the Allottee/s of the Apartment/s in the entire Project, subject to payment of CAM charges thereof. The same shall be usable by the Allottee/s in the Project, including, the Allottees of Apartment/s in the Building/s to be constructed, on the additional land, if any. The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the Club House which the Allottee/s has fully read, understood, accepted and agreed to unreservedly, that is:

- i. The 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;
- ii. There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. (hereinafter referred to as “**the Events**”), held at the Club House, by the Promoter, Ultimate body or one or more of the Allottee/s of the Apartments, subject to the permission of the Promoter and/or the Ultimate body, as the case may be, and in accordance with the applicable laws, rules, regulations and formalities.;

15. FORMATION OF THE ULTIMATE BODY

1. Once more than 51% of the Apartments in the building have been booked, the Promoter shall start process to form the Ultimate body as defined in the Eighth Schedule.
2. The Ultimate body formed shall be named as defined in the Eighth Schedule.

3. All related costs for the registration of the Ultimate body as referred to hereinabove shall be borne on a pro rate basis by all Allottees. If any amount is paid by the Promoter, the same shall be reimbursed by the Allottee to the extent of his/her/their share.

16. CONVEYANCE

- i. The conveyance deed shall be drawn up by the Advocate of the Promoter and shall contain such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said Apartment/s hereby agreed to be sold into whose hands whomsoever the same may come) as maybe necessary for giving effect to the stipulations and restrictions mentioned or referred to herein. It shall also include covenants by the Allottee/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii. The said Conveyance deed shall include the necessary provisions pertaining to the use of the common parking areas so as to assist in peaceful and harmonious use of the common parking areas by the Allottees.
- iii. The said Conveyance deed shall also include provisions whereby Allottee/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining Apartment/s of the Promoter for building/s or other purposes and a declaration that the access and user of light and air to and for the said Apartment purchased by the Allottee/s is enjoyed under the express consent of the Promoter.
- iv. The timeline for completion of the conveyance and procedure to be followed shall be as per the Eighth Schedule.
- v. The costs, charges and expenses in connection with the permissions for formation of the aforesaid Ultimate Body, and/or sanctions under the Income Tax Act, 1961 and/or any other law/s for the time being in force and premium, if any, payable therefore shall be borne and paid proportionately by all the Allottees of their respective Apartments in the said Project Land. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Allottee/s shall be paid by him/her/it/them immediately on demand.
- vi. The Advocates for the Promoter shall engross and approve all documents, which are to be or may be executed in pursuance of this Agreement.

17. TRANSFER BEFORE CONVEYANCE TO ULTIMATE BODY

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 act as a Confirming/Consenting party to the transfer 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 (E). Notwithstanding the above, the Promoter shall retain the right to refuse a transfer till the completion of the Development without assigning any reason.

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

The Promoter reserves its rights to place signage and/or network tower on the top terrace of the building in an area not exceeding 150 square meters. The Ultimate Body shall have the right to acquire the said right provided the same is compensated for by the Ultimate body to the Promoter. The value will be arrived based on considering the monthly rent value of Rs. 1 (one) lakh per month annualized and capitalized at the SBI prime lending (or equivalent) rate.

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 (F) Schedule 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 Ultimate body 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 of the Apartment 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 lump sum 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 15.3 and 16.v above

20. The said Apartment is agreed to be sold subject to:

a. Any scheme or resolution affecting 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 hereinbefore-recited Agreement/s.

b. Its present use for residence and any other permissible use/s as permitted by the prevailing laws.

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 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 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. 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 Project Land.

f. 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 or other land/s (contiguous or adjoining thereto) or any part/s thereof.

g. 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 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 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.

h. The Allottee/s hereby agrees to the irrevocable right of the Promoter to complete the project as also the other schemes and phases referred to hereinabove 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;

i. It having been made expressly clear that the ultimate transfer deed/s in respect of the said Project Land viz. said project and/or any other lands contiguous/adjoining the said Project and/or any part/s thereof with building thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the plot/ land/other phases/ lands and shall be binding upon all the persons who are the holders of their respective Apartments as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions covenants and stipulations.

j. The Promoter shall not be held responsible for any delay or inability on the part of the Gram Panchayat/Zilla Parishad/Collector/Authority to provide external road, streetlights and other facilities to the said project land. The facilities to be provided by the 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.

k. In the event of a time lag between completion /or handing over the management to the ad hoc body or to the Ultimate Body, the Promoter will not be obliged to do any type of rework of the Building, Apartment /s constructed on the said Project Land 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 to the Ultimate body. 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 replace equipment installed by the Promoter.

l. The right of the Promoter to surrender or develop the Amenity Space in the said Project and/or from other projects of the Promoter and/or of the sister concerns of the Promoter or to handover the said Amenity Space to the authorities concerned and Promoter shall have right and entitlement to receive the entire and exclusive benefit arising therefrom in the form of FSI by means of a DRC or otherwise in any manner, by the such surrender of said Amenity Space in Promoter's name.

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 land is clear and marketable title as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;

(iii) There are no known encumbrances, 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, so as to assign, convey, transfer and vest the portions of said Project Land unto the said Ultimate body with such title on the execution of the final transfer deeds of the said Project Land and/or the building;

(iv) There are no known litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing 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 and said building/wing 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/wing and common areas;

(vi) 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;

(vii) The Promoter shall abide by the time schedule for handing over the common areas to the Ultimate body after receiving the occupancy certificate or the completion certificate or both, as the case may be.

(viii) 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;

(ix) 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;

(x) 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;

(xi) At the time of execution of the Deed of Apartment, upon the Board of Managers being appointed or elected as per the terms and conditions of the Deed of Declaration, , the Promoter shall handover the lawful, vacant, peaceful,

physical possession of the common areas of the structure to the Board of Managers on behalf of the Allottees;

(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 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 except those disclosed in the title report.

22. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS 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.

b. The Allottee/s hereby unconditionally agrees that the Promoter is entitled to implement the scheme of development in respect of the said building/wing/phase 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/PMC from time to time and by consuming the said entire development potential of the said Entire Land including on the additional land if acquired, as specified in the preceding clauses, 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 building/wing/phase and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by the Promoter without any dispute, protest or objection from the Allottee/s, but subject to at least 2/3rd of the Allottees having consented to the same. The Allottee/s, either as Allottee/s in respect of the said Apartment or as member of the Ultimate Body, 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 building/wing/phase 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 Ultimate Body, 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 Potential of the Project Land 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 Deed/s of Apartment or Deed of Conveyance 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 Ultimate body and at all times thereafter, the Allottee/s in his/her/their individual capacity and as member of the Ultimate body, shall not create any hindrance or obstacle for the Promoter in exercising its rights to carry out construction and development of the said building/phase/wing 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 or addition required by any Government authorities or due to change in law.

c. The Promoter shall be entitled to develop or construct any other phase, if any, 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 other conveniences and amenities for the aforesaid purposes and the Allottee/s 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 residence and as allowed by the concerned authorities and shall use the said car 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 designated place/s and not elsewhere in the said building/wing/phase. 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 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 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, in no circumstances whatsoever 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 of the said building/phase/wing, as specified herein. The Promoter has informed the Allottee/s that for the speedy completion of the scheme of development of the said building/phase/wing, 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 building/phase/wing, and the Allottee/s shall, not only as the Allottee/s of the said Apartment/s, but also as a member of Ultimate Body, 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 building/phase/wing. 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 building/phase/wing. 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 building/phase/wing;

iii. The Allottee/s has 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 Ultimate body, hereby specifically agrees to pay and/or reimburse, proportionately with other members of the Ultimate body 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 Ultimate body shall be handed over by the Promoter to such Ultimate Body, 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 building/phase/wing 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 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 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 is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Ultimate Body, 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 or to any part of the said Building. 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 is 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 only after submission of plans and specifications thereof to the Promoter and the ultimate body and/or the local authorities (whosoever required) including the said PMRDA/PMC, as the case may be, and obtaining their prior written approval in respect thereof. If any alteration is carried out in the Apartment/s of the purchase and the same leads to a leakage or damage to the neighboring Apartment/s or the Apartments above or below or any other part of the building, the responsibility of repair and restoration of such other Apartment/s shall be of the Allottee/s alone; Any such alteration shall be carried out by the Allottee/s of the Apartment/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 the ultimate body.

vi. In the event, the Allottee/s carries out any unauthorized changes / construction/modification in the said Apartment/s, 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, the ultimate body, 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 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 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 increases in rents, rates, taxes, cesses, 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. However, if any such increases are imposed on account of or arise due to any change

made or permitted to be made in the user of the said Apartment/s , i.e. user other than the user 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 bye-laws which the Promoter may specify and those which the Ultimate Body, 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 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 Association, as the case may be, regarding the use of all common areas, amenities and facilities in the said Project 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, 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 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, 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 only in the designated space/s provided 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 which will protrude/project substantially outside the said Apartment/s, or be required to be affixed/installed outside the said Apartment/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. 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 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 for the benefit of the said Building or other building and in the said Project, as also for the purpose of disconnecting or cutting off supply of water and electricity to the said Apartment/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 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 Ultimate Body;

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 (except the Allottee's name plate at the designated place and not exceeding the size suggested by the Promoter/ Ultimate body), without the prior written permission of the Promoter and the Ultimate Body;

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 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 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 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, 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;

xxii. Not to construct/erect any brick or masonry wall/partition in the said Apartment/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 said Project Land. 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 Project Land or of the said Project 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 and the building in which the Apartment is situated.

xxvii. In case 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 a breach of this agreement and is liable for termination of this Agreement by following the provisions of the notice, etc. as hereinabove stated and the Promoter can repossess the Apartment from Allottee/s.

xxviii. 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.

xxix. The Allottee/s shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority/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 Ultimate Body / Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xxx. Till a conveyance of the structure of the building, in which Apartment is situated, is executed in favour of the Association, 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.

xxxi. Till a conveyance of the project land on which the building in which the Apartment is situated is executed in favour of the Ultimate Body/Association, 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 or any part thereof to view and examine the state and condition thereof.

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. Such conferment, subject as aforesaid, shall take place only upon the execution of the Deed of Conveyance or assurances mentioned herein in favor of the said Association/Ultimate Body.

g. This Agreement is on the express condition that certain of the premises comprised in the said Project Land constructed/developed have or are being sold and/or allotted, subject to the mutual rights of such other Allottee/s /Allottees with regard to their respective Apartment/s and/or rights for use of the covered car parking/terraces/ open space as aforesaid and that the user of each of such Apartment/s and the rights in relation thereto of each Allottees shall be subject to all the rights of the other Allottee/s in relation to their respective Apartments. None of the Allottee/s of the said remaining Apartments shall have any right whatsoever to and shall not use and/or occupy the said Apartment/s, open space or covered car 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 Allottees 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 open space, covered car parking space or 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 Ultimate Body, 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 amalgamation thereof with any other land contiguous, adjacent or adjoining thereto.

23. USE OF FSI/FAR/TDR

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as defined in the Second schedule (B1) hereto.

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 (B2) hereto.

The Promoter shall at all times hereafter including before or after transfer of the said 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.

24. SEPARATE ACCOUNT

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance towards the common area maintenance as per clause 14.1.c and shall utilize the amounts only for the purposes for which they have been received.

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 or of the said Plot 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, covered parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building 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. 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 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 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 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 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, as the case may be, 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.

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 provisions contained herein and the obligations arising hereunder in respect of the Project 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.

That the Allottee/s and the assigned Allottee/s agree/s that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by any Government Agency/ies including any compensation/benefit given to the Promoter in turn for which no conveyance has occurred to the Ultimate Body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same. Save and except his/her/their/it right to enjoy and used the Apartment purchased by him/them and any other right given by the Promoter to the Allottee/s for which consideration is paid.

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

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, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

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 or in any other terminable default. The non-defaulting party may without further notice proceed with termination as provided herein.

36. TERMINATION AND CONSEQUENCES OF TERMINATION

a. Upon termination of this Agreement, the Promoter shall refund to the Allottee/s the amounts specified hereunder and in the manner stated herein.

(1) Notwithstanding anything contained above and subject to (2) and (3) below, upon termination of this Agreement by the Promoter in event of default by the Allottee/s, the Promoter is entitled to forfeit 10% of the amount 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.

(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 termination of this Agreement, subject to the execution and registration of the Deed of Cancellation in favour of the Promoter.

(3) Further, in the event of the price agreed to be received on such transfer/sale 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 differential 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.

(4) 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 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 subject to a deduction of 10% of the consideration of the Apartment, which shall be forfeited by the Promoter as liquidated damages. 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. Upon the execution and registration of the aforesaid 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 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: _____

For the Promoter

M/s. Gera Developments Private Limited

200 Gera Plaza,

Boat Club Road, Pune 411001

Email ID: CustomerService@gera.in

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 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 Deed of conveyance, if favour of the Allottees 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 Deed of Conveyance.

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, appointed by CREDAI Pune Metro, 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 and 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 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 Ultimate / Body 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 said Property 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. 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 and his/her/its/their interest in the said Apartment to a subsequent Allottee/s

47. OBSERVING OF ALL CONDITIONS IMPOSED BY STATE GOVERNMENT AND LOCAL AUTHORITY

The Promoter hereby agrees to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority/ies. In the event of there being any change in the zoning that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

48. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 (the Act) and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee/s shall also accordingly be bound by the same. All terms and conditions herein which are contrary to the Act and the rules made thereunder shall be deemed substituted by the said Act and Rules.

FIRST A SCHEDULE

Description of the Entire Land and all other details

All that piece and parcel of land or ground admeasuring Hectares 00 = 79 Ares bearing Survey No.9 to 14 Hissa No.1/12 situate, lying and being at Village Mundhwa within the Registration Sub-District of Taluka Pune City, District Pune and outside the limits of the Municipal Corporation of Pune and which land is bounded as follows:

On or towards the West	By Road & River
On or towards the South	By land out of Survey No.9 to 14 Hissa No.1/13, Mundhwa
On or towards the East	By Road
On or towards the North	By Mulla-Mutha River

FIRST SCHEDULE

Description of the Project Land and all other details

All that piece and parcel of land or ground admeasuring 6684.59_sq.mtrs being a portion out of the sanctioned Layout in respect of land admeasuring Hectares 00=79 Ares bearing Survey No.9 to 14 Hissa No.1/12 situate, lying and being at Village Mundhwa within the Registration Sub-District of Taluka Pune City, District Pune and outside the limits of the Municipal Corporation of Pune and which portion admeasuring 6684.59_sq.mtrs out of the said sanctioned Layout is bounded as follows:

On or towards the West	By Road & River
On or towards the South	By land out of Survey No.9 to 14 Hissa No.1/13, Mundhwa
On or towards the East	By Amenity space & Road
On or towards the North	By Mulla-Mutha River

The Project Land area of 6684.59 sq. mtrs is arrived at from deducting the area under external roads (257.67 sq. mtrs) and the amenity space (1057.74 sq. mtrs) from the Entire Land

SECOND SCHEDULE

A. Description of the Project

The project shall be known as “Gera’s Misty Waters”

The project developed on the land described hereinabove and consists of a single building consisting of a stilt parking plus 10 floors above. The project contains 2 bedroom & 2.5 bedroom apartments. The specifications of the apartments shall be as described in the Third Schedule in subsection B.

In addition, a clubhouse is built in the recreational open space as sanctioned by PMC vide. Commencement Certificate No. CC/0428/18 dated 17th May-18.
The Project shall have common areas as described in the Seventh Schedule.

B. AREA DETAILS

B1. Floor space index available from the project land is 7552.30 square meters.
B2. The FAR available in respect of the Entire Land is 1.2 plus the rights to purchase premium FSI of 0.2 plus the FSI / TDR available from hand over of the Amenity Space to the Authority in addition, to add F.A.R by way of DRC (TDR) as and when permissible and as may be permitted by the PMC.

THIRD SCHEDULE

A. DESCRIPTION OF THE APARTMENT

The proposed Apartment bearing No. _____, on _____ floor, of the building.

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

- 1. Carpet area of the Apartment _____ square meters (i.e. _____ square feet)
- 2. Usable area of utility _____square meters (i.e. _____ square feet)
- 3. Usable area of balcony _____square meters (i.e. _____ square feet)
- 4. Usable Area of terrace _____ square meters (i.e. _____ square feet)

For the purposes of calculation of consideration, the proportionate share in the common general areas of the Project is taken as _____ square meters (i.e. _____ square feet)

The proportionate share in the common parking areas of the Project is _____ square meters (i.e. _____ square feet)

B. DESCRIPTION OF THE SPECIFICATIONS OF THE APARTMENT.

Key Specifications - Apartment

Sr. No	Location	Specifications
i.	Structure	The building will be RCC framed structure or partly framed structure and partly load bearing. Columns, beams and slab design will be as per normal practices. Material used in the RCC structure will be as per normal standard practices as available and as specified by the Structural Designer.
ii.	Internal Walls	Shall be of blocks/brick finished with gypsum plaster and two coats of oil bound distemper
iii.	Electrification	1. AC power point shall be provided in the living/dining room and all bedrooms. 2. Each bedroom shall have 2 light points, 1 fan point and two 6AMP plug points 3. 1 ton AC unit shall be provided in Master Bed. 4. Living and dining area shall have 4 light points, 2 fan points and 3 plug points.

		5. Kitchen shall have three 16A plug points for refrigerator and other kitchen appliances, two 6A plug points for purifier, chimney hob and 2 light points. 6. Bathrooms shall have a geyser point; an exhaust fan point, a light point and a 6AMP plug point. 7. Terrace/ balcony shall each have 1 light points. 8. Suitable concealed conduiting shall be done for T.V. points in living room and each bedroom. One telephone point shall be provided in living room only. 9. All wiring shall be concealed and of copper manufactured by Polycab (or equivalent brand). 10. Switches will be Modular of Legrand or equivalent.
iv.	Power Supply	A load supply of 70 watts/square meter of carpet area will be provided after applying the suitable diversity factor
v.	Windows	Shall be powder coated aluminum. Windows that are more than 1.5 meters in height will be part fixed and part sliding/ openable. The windows shall have aluminum mesh mosquito net. The windows shall be provided with a marble/granite sill. Bathroom windows will be powder coated aluminum windows with openable shutters/glass louvers.
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 touchup will be done - Variation in the shade of paint is expected and will be accepted. Any breaking, tampering to the structure will render all warranties null and void
vii.	Doors	a. Entrance Doors: Shall have a door frame flush door shutter with both side Veneer. b. Bedroom doors shall have door frames with laminated flush door shutters c. Toilets: shall have door frames of Promoter's choice with laminated flush door shutters. d. Terrace sliding door shall be powder coated aluminum door with aluminum mesh mosquito net
viii.	Flooring	a. Living/ dining, all Bedrooms shall have vitrified flooring of approx. 600mm x 600mm with skirting. b. Kitchen area shall have vitrified flooring. c. Attached terrace of all units shall have ceramic tiles
ix.	Bathrooms	Shall have ceramic tiles on the floors and till 1200mm height on all the walls. The colour of the bathroom tiles shall be the choice of the Promoter. Sanitary ware and CP fittings shall be Jaquar or equivalent make. The bathroom will contain: a. Washbasin fixed on a granite platform with a tap of Jaquar or equivalent make. b. European style W.C. of Jaquar or equivalent make with coupled close. c. All toilets shall have concealed plumbing. d. A diverter along with overhead shower spout of Jaguar or equivalent make.
x.	Fire Protection	Provisions will be made as per fire NOC
xi.	Terrace	Terrace to have partly block/ brick parapet wall with sand faced plaster and partly 5mm float glass panel with stainless steel support as per design railing
xii.	Kitchen Area	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.

		The platform shall also have a hob and a chimney fitted above the hob (as per Promoter's choice). The kitchen platform shall also have a stainless steel sink (of Nirali make or equivalent). The plumbing will be done for a water purifier.
xiii.	Piped Gas	Provision for Piped Gas system either by gas bank or external piped gas supply available in the area at the choice of the developer.
NOTE: For all Electronic/ Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the customer to avail directly.		

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 (A) Schedule for the Purchase Price of Rs. _____ (Rupees _____ only) plus government taxes as applicable.

The same is inclusive of:

- i. Proportionate price of Rs. _____ (Rupees _____ only) towards Common General Areas
- ii. The proportionate share in the Common Parking
- iii. Area is ____ square meters. The proportionate price towards the Common Parking area has been considered as nil.
- iv. An amount of Rs. _____ (Rupees _____ only) for -
(a) making provisions for a 5 Amp plug point at the earmarked parking slot so that the Allottee may install a lockable plug point and draw cables from the energy meter of the Allottee for charging of electric vehicle and
(b) providing a shared water point for washing of the vehicles in the parking space.

B. AMOUNT PAYABLE TOWARDS HOLDING CHARGES

The allottee hereby agrees to pay holding charges of Rs. 7000 per week or part thereof as per clause 11.1.b hereinabove plus government taxes as applicable

C. AMOUNTS PAYABLE TOWARDS THE CAM CHARGES ETC

The amounts payable in terms of clause 14.1 shall be lumpsum of Rs. _____ towards the maintenance plus government taxes as applicable.

D. AMOUNTS PAYABLE TOWARDS SINKING FUND

The amounts payable in terms of clause 14.1 shall be lumpsum of Rs. _____ towards the Sinking Fund plus government taxes as applicable

E. AMOUNTS PAYABLE AS PER CLAUSE 17.

Processing fee payable as per clause 17 shall be Rs. 2200 Sq. Mtr. on the sum of the carpet area plus usable area of balcony plus usable area of terrace plus usable area of utility with escalation of 10% per year from the date of agreement.

F. AMOUNTS PAYABLE TOWARDS LEGAL AND ADMINISTRATIVE CHARGES

An amount of Rs. ____ per square meter on the sum of the carpet area plus usable area of balcony plus usable area of terrace plus usable area of utility and proportionate share in the common general area shall be paid as mentioned in Clause 19 hereinabove

FIFTH SCHEDULE

Payment Plan or Payment Schedule

The entire consideration amount of the said Unit and other amounts referred in this agreement shall be paid by the Allottee/s to the Promoter as follows:

1. Rs. _____/- on or before the execution & registration of this Agreement.
2. Rs. _____/- on taking over the possession of the said Unit within ____ days of execution of this Agreement

SIXTH SCHEDULE

As per Clause 11.1.a, the Promoter shall give possession of the Apartment to the Allottee, on or before _____ ("**Possession Date**"), subject to the clause 11.4 c and 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..

SEVENTH SCHEDULE

A. COMMON GENERAL AREAS

Key Specifications – Common General Areas

Sr. No	Location	Specifications
1.	Common general areas – Flooring/Painting	The entire structure excluding the individual apartments that is the common lobbies, common passages with ceramic tile flooring and oil bound distemper finish on walls and ceiling, common staircases (including fire staircases) with kota. Mid landing with Kota. Overhead terrace (excluding area earmarked for Promoter), overhead water tank, foundations, columns not considered in the carpet area of the unit, lift well; lift room (if elevator is not machine-room-less type).
2.	Common driveways	Common driveways with interlocking pavers or other finish as per the choice of the Promoter and street lighting.
3.	Recreational open space	Recreational open space along with landscaping and Clubhouse with gym and aerobics.
4.	Swimming pool	Swimming pool with filtration equipment
5.	Entrance gate	Entrance gate and guard room
6.	Visitor parking	Visitor parking shall be provided along a part of the entrance driveway.

7.	Underground water tank	Underground water tank along with pumps and plumbing network.
8.	Sewage treatment plant	Sewage treatment plant along with necessary down take pipes and drainage network.
9.	Electrification	Electrification for the common areas as per electrical consultant.
10.	Equipments	Equipment provided including 4 elevators of Johnson make or equivalent with adequate capacity, the internal finishes of the same shall be as per the standard MS finish of the manufacturer. - Diesel Generator, with capacity to run common lights, fire pumps and 2 elevators, - Fire protection systems as per the Fire NOC, - Organic waste composter
11.	Compound Wall	Compound wall of height of 1.2 meters. NOTE 1. The promoter may at his discretion increase/improve the specifications provided herein above, however shall in no case dilute the same. Detailed specifications shall be as advised by the respective consultants and the decision of the Promoter shall be final.
12.	Finishes and materials	The finishes and materials used for the common areas shall be as per the discretion of the promoter and any marketing representation is purely for the purpose of understanding the spatial aspects of the areas shown and not as a commitment of the finishes and specifications.

B. COMMON PARKING AREA

The Common Parking Areas consist of the areas under the building of 1164 square meters plus open parking areas of around 1090 square meters totally admeasuring around 2254 square meters.

EIGHTH SCHEDULE

FORMATION OF ULTIMATE BODY & CONVEYANCE

It is expressly agreed that the all Allottee/s of the Project shall be member of the Confirming Party Society and said Confirming Party Society shall be the Ultimate Body / Society for the Project. The Allottee/s of the Project hereby acknowledge(s) and agree(s) that the Developer would be conveying only the built-up area of the Project to the Ultimate / Body formed i.e. Confirming Party Society herein.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers)

(1) _____
(2) _____

Please affix
photograph and
sign across the
photograph

Please affix
photograph and
sign across the
photograph

In the presence of WITNESSES:

1. Name:
Signature:

2. Name:
Signature:

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter - GERA DEVELOPMENTS PRIVATE LIMITED

Please affix
photograph and
sign across the
photograph

(Authorized Signatory)
In the presence of WITNESSES:

1. Name:
Signature:
2. Name:
Signature:

SIGNED AND DELIVERED BY THE WITHIN NAMED
Confirming Party - THE LAND’S END CO-OPERATIVE HOUSING SOCIETY
LIMITED

Please affix
photograph and
sign across the
photograph

(Authorized Signatory)
In the presence of WITNESSES:
1. Name:

Signature:

2. Name:

Signature:

List of Documents required to be Annexed:

1. 7/12 extracts
2. Title Certificate
3. Commencement certificate
4. Layout plan
5. Building Plan
6. Plan of Apartment
7. Car Parking Space plan
8. Proof of registration under RERA
9. Occupancy Certificate