

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ day of _____ 2017.

BETWEEN

M/s Golden Palm Infrastructure, a partnership firm registered under the Partnership Act, having its place of business at Gulmohar Apartments, Office no.4-C, 2nd Floor, East Street, Camp, Pune-411001, PAN: AAKFG3636L through its authorized partner, Mr. Abdultaiyeb Kuresh Bahrainwala Aged about 30 Years, Occupation Business and hereinafter referred to as the "PROMOTERS/DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the firm its partner their heirs, executors, administrators, and successors in title)

..... OF THE FIRST PART

AND

1. Mr. Dutta alias Duttatre Arjun Dure, Age Adult, Occupation: Business, PAN AHTPD5237A, Indian Inhabitant, and having Address at: Pisoli Taluka Haveli, District Pune.
2. Mr. Bhairu alias Bhairav Arjun Dure, Age Adult, Occupation: Business, PAN AHTPD5236B Indian Inhabitant, and having Address at: Pisoli Taluka Haveli, District Pune

hereinafter collectively referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors administrators and assigns) all through their duly Constituted Attorney Mr. Abdultaiyeb Kuresh Bahrainwala, Age 30 years, Occupation Business.

..... OF THE SECOND PART

AND

_____, Age __ years, Occupation: Business, PAN:_____, Indian Inhabitants, having address at _____ Pune

And hereinafter referred to as the "ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

...OF THE THIRD PART

AND

_____, Age ___ years, Occupation: Business, PAN:_____, Indian Inhabitants,
having address at _____ Pune

Hereinafter referred to as the “Confirming / Consenting party” which expression shall
unless it be repugnant to the context or meaning thereof be deemed to mean and include
the firm its share holders, directors, executors, administrators and assigns)

.... PARTY OF FOURTH PART

WHEREAS:

- a. All that piece and parcel of the land bearing Survey No. 13 Hissa No. 15A/1, admeasuring area 01H – 20Ares carved out of land totally admeasuring 02H 50Ares, lying and being at Village Pisoli, within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Pune Metropolitan Regional Development Authority and which land is for the sake of brevity referred to as the “**said Land**” and which land is more particularly described in the first schedule herein underwritten and which is owned and exclusively possessed by the Owners herein.
- b. The said land is the self acquired property of the Owners herein. The Owners had jointly acquired the same vide Sale Deed dated August 16, 1995, executed between Mr. Dutta Arjun Dure and Bhairu Arjun Dure and Mr. Narendra Bhikaji Chauhan & others which sale is registered at the office of the Sub Registrar Haveli No. 3 at Sr. No. 8096/1995.
- c. Accordingly the name of the Owners have been duly recorded on 7/12 extract of the said land and the said land is fully owned and possessed by the Owners.
- d. Vide and under a development agreement dated June 27, 2013 executed between Mr. Dutta Arjun Dure and Bhairu Arjun Dure & others and M/s Golden Palm Infrastructures which is registered at the office of the Sub Registrar Haveli No. 15 at serial number 4726/2013 the owners herein transferred the right to develop the Land to and in favor of the Developer/Promoter/Assignees herein.
- e. The Owners herein have also appointed the developers as their lawful attorney with respect to the present project vide Power of attorney dated June 27, 2013 executed by Mr. Dutta Arjun Dure and Bhairu Arjun Dure & others and in favour of M/s Golden Palm Infrastructures which is registered at the office of the Sub Registrar Haveli No. 15 at serial number 4727/2013.

- f. It is thereafter seen that the land owners i.e. Mr. Dutta Arjun Dure and Bhairu Arjun Dure cancelled the agreement which was entered into by them with one Mr. Narendra Bhikaji Chauhan and others vide cancellation deed dated January 13, 2014 registered at the office of the Sub Registrar Haveli No. 2 at serial number 435/2014.
- g. Thereafter the Owners herein had also executed and registered in favour of the developer a supplementary Development Agreement which is dated December 03, 2015 registered at the office of the Sub Registrar Haveli No 23 at serial number 9849/2015.
- h. By virtue of the aforesaid Sale Deeds, Development Agreement (Articles of Agreement) and Powers of Attorney the Promoters alone have the sole and exclusive right to sell the units in the said building/s to be constructed by the Promoters on the said Project Land and to enter into Agreement/s with the Allottee/s of the units and to receive the sale price in respect thereof;
- i. The Promoters have proposed to construct on the said land Phase I comprising of multi storied buildings under the project Nobles Heights consisting of buildings A1 and A2. The said layout shall also consist of other Phase/s comprising of buildings B, C, D, E, F & G which shall be known as Nobles Avaunce. The Developer has accordingly got one single layout sanctioned for both the projects and the allottee/s affirms and confirms the same and shall not question the same in any manner whatsoever.
- j. The Promoters are in possession of the entire project land.
- k. The planning authority i.e. the Pune Metropolitan Regional Development Authority has sanctioned the building layout and the plans for construction of the buildings for residential units on the said property vide order / certificate dated December 27, 2016 bearing number BHA/CR No. 1364/16-17 Pisoli.
- l. The Promoters have proposed to construct on the entire Project Land more particularly described in Schedule 1A, in multiple phase/s and presently developing the Phase I on the land more particularly described in Schedule 1B, which shall comprises of Residential Building No. A1 and A2 and is the subject matter of these presents. The other Phase/s which shall comprise of Residential Building No. B, C, D, E, F & G as per the sanctions and permissions and shall be developed subsequently in a separate phase.
- m. The Promoters propose to implement the entire project in Phase-I and Phase-II or Phase/s.

- n. Accordingly the Promoters now propose to implement the proposed Phase I comprising of Building A1 and A 2 contemplated hereunder on a portion of entire land admeasuring 1 H 20 Ares out of the said entire Project Land lying and situated at Village Pisoli, within the limits of Pune Metropolitan Regional Development Authority, Taluka Haveli, District Pune and which Phase-I land is hereinafter referred to as the "**said project land**" and is more particularly described in the **SCHEDULE-IA** written hereunder.
- o. The Promoters propose to implement the Phase-I of the said Project/ Scheme "**Nobles Heights**" on the said Project Land in the following manner-

Nobles Heights-

Building A1

Comprising of Parking + 10 Upper floors, consisting of 79 self contained residential units and consuming an aggregate FSI/FAR of 3287.612 sq. mtrs.

Building A2

Comprising of Parking + 10 Upper floors, consisting of 79 self contained residential units and consuming an aggregate FSI/FAR of 3287. 612 sq. mtrs.

- p. The Promoters have further proposed to subsequently construct/ develop the Phase-II or in Phase/s of the project/ scheme "**Nobles Aavance**" comprising of Residential Building No. B, C, D, E, F and G (having aggregate potential of 2867.652 sq. mtrs. of FSI/FAR/TDR/paid FSI/fungible FSI etc.) as may be finally submitted by the Promoters and sanctioned by the PMRDA and each such phase shall constitute a separate independent project with only sharing of common areas and facilities on the said entire Project Land eventually to be transferred to an Apex Body constituted of the Association of Allottees or a Federal Society constituted by the Co-operative Societies of all such phases in the project.
- q. The Promoters are in the process of registering as an ongoing project the Phase-I scheme under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; ~~authenticated copy is attached in Annexure 'F.'~~
- r. The Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number _____ on the _____ floor, (hereinafter referred to as the said "Apartment") in the Building _____ called "**Nobles Heights**" (hereinafter referred to as the said "Building") being constructed in the Phase-I of the said project, by the Promoters;

- s. The Promoters have entered into a standard Agreement with Architect Jitendra Thakkar having its office at Devika heights, Office no. 8, Bhamburda, Shivaji nagar, Pune, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- t. The Promoters have appointed a structural Engineer Mr. V.N.Chavan, Atharva Engineering Consultancy Services, Office No. 11, Ganeesham Commercial-II, Pimple Saudagar, Pune 411027 for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings or as may be mutually agreed provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;
- u. By virtue of the definitive documents the Promoters alone have the sole and exclusive right to sell the units in the said building/s to be constructed by the Promoters on the said project land and to enter into Agreement/s with the allottee(s)/s of the units to receive the sale price in respect thereof;
- v. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- w. The Promoters herein hold the rights of development of the said Project Land and the facts and circumstances pertaining to the vesting of such rights of development in the Promoters are set out / disclosed in the Certificate of Title dated November 03, 2016 issued by the Promoter's Advocates', Advocate Sameer Kale, a copy whereof is annexed hereto as **Annexure "A"**;
- x. The 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 Promoters to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'B'**.
- y. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked **Annexure C-1**.

- z. The authenticated copies of the plans of the building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**
- aa. The Promoters shall implement the construction of the said apartment in accordance with the sanctioned/revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in Annexure E written hereunder (the said "SPECIFICATIONS" for short).
- bb. 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 Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.
- cc. The Promoters have accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.
- dd. The carpet area of the said Apartment/ Unit is ____sq. mtrs. and the "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.
- Explanation : The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars.
- For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.
- ef. The Parties hereto relying on the respective 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 condition hereinafter;

The Allottee have approached the Developer/Promoter or have approached the Developer Promoter through the confirming / consenting party i.e the party of the fourth part herein, who have paid to the Developer / Promoter an amount INR. _____/- (Indian National Rupees _____) for and on behalf of the allottee herein. The said amount of INR. _____/- (Indian National Rupees _____) was paid by the allottee to the confirming party for making such booking with a reputed builder. The confirming party has thus paid the said amount of INR. _____/- (Indian National Rupees _____) to the Developer on behalf of the unit allottee which amount is admitted and acknowledged by the Developer and a receipt to that effect has been handed over by the Developer to the Allottee.

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs. _____/- (Rupees _____only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment / Earnest Money Deposit / Holding Amount / Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

The Promoters shall construct the Phase-I of the said **“Nobles Heights”** comprising of –

Building A1

Comprising of Parking + 10 Upper floors, consisting of 79 self contained residential units and consuming an aggregate FSI/FAR of 3287.61 sq. mtrs.

Building A2

Comprising of Parking + 10 Upper floors, consisting of 79 self contained residential units and consuming an aggregate FSI/FAR of 3287.61 sq. mtrs.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the present Phase I 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.

1(a)

(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Apartment No./ _____ of the type _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in the Building No. ____ of the Phase I in the Project/ Scheme “_____” (hereinafter referred to as "the Apartment/Unit") and described in Schedule “A” attached hereto alongwith the usable floor area of the enclosed balcony admeasuring _____sq. mtrs. Usable floor area of the attached exclusive balcony admeasuring _____ sq. mtrs. and attached exclusive terrace admeasuring _____ sq. mtrs as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2/ D for the lump sum consideration of Rs. _____/- inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ areas and facilities which are more particularly described in the SCHEDULE II annexed herewith. (the price of the Apartment / Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(iii) The Promoters hereby at the specific request of the Allottee/s in the project, including the Allottee herein, to avoid conflict and dispute, agree to provisionally allocate (without charging any consideration therefor) to the Allottee open car parking space bearing Nos. ____ situated at _____ being constructed in the layout (which parking space/s is/are subject to final ratification / confirmation by the Association of Allottees constituted).

(iv) The Developer has got one single layout sanctioned for both the projects, that is Nobles Height and Nobles Avaunce and the allotte/s affirms and confirms the same and shall not question the same in any manner whatsoever. The allotte/s further confirms that the Developer shall be entitled to make one or more ultimate body for the project and make notional boundaries for such projects.

(v) The Allottee states affirms and confirms that the open space number 03 earmarked in the sanctioned plan is for exclusive enjoyment of the occupiers of the project Nobles Heights and the open space numbers 1 & 2 shall be for exclusive enjoyment and use of the occupiers of the project Nobles Avaunce. The Developer has agreed to allot the unit relying upon the affirmation and confirmation of the unit allotte/s in this regard.

1(b) The total aggregate consideration amount for the apartment excluding car parking spaces is thus Rs. _____/-

1(c) The Allottee/s hereby agree/s to pay to the Promoters the amount of purchase consideration of Rs._____/- (Rupees _____/-) in the following manner :-

Payment Schedule		
Stages	% Payment	Amount
On Booking	10%	-
On /after execution of Agreement	20%	-
On completion of Plinth of the building /wing in which the said Apartment is located	15%	-
On completion of slab including podiums and stilts of the building or wing in which the said Apartment is located	25%	
On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%	
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located	5%	
on completion of the lifts,	10%	

water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located		
against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
Total	100%	-

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE ABOVE PAYMENTS, TIME IS THE ESSENCE OF THE CONTRACT.

It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

- 1(d) As the agreed sale price of the said Apartment is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct “TDS” @1% and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.

- 1(e) Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.
- 1(f) It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promoters to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case

the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the [Apartment].
- 1(h) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(i) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(j) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2.
- 2.1 The Promoters hereby agree 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 at the time of sanctioning the said plans or thereafter and shall,

before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.

- 2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said project land is 11016 sq. mtrs. (including paid FSI) only and Promoters have planned to utilize Floor Space Index of 6575.22 sq. mtrs. (in phase I and the balance shall be consumed in subsequent phase/s) by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The residual FAR (FSI) in the layout not consumed will be available to the Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoters may deem fit either on the said Project Land and /or any other land of the Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Promoters choose. The Promoters have accordingly disclosed the Floor Space Index of 4440.78 sq. mtrs as proposed to be utilized by him on the said Project Land in the said Project and also the FSI from PMRDA shall be obtained for the development of the amenity space of 1800 sq. mtrs in the project. The promoter shall develop a project/scheme accordingly and the Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4. The Promoters hereby agree that they shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of Association of Allottees to be formed by the Promoters comprising of the Allottee/s of Apartments/shops in the building/wing to be constructed on the said project land (Phase I) which shall be a “ Condominium of the Apartment Holders (hereinafter also referred to as the Association of the Allottees) make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said structure of the said building or wing. The Parties hereto agree that there shall be a separate Deed of Declaration for Nobles Heights and Nobles Avaunce.
- 5.
- 5.1 The Allottee (without prejudice to the Promoters’ other rights and remedies for the Allottee’s default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2 % (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.
- 5.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (5.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:
- 5.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectifies the breach or breaches

mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoters may in their absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance without interest to the Allottee/s.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

7. The Promoters shall give possession of the Apartment to the Allottee/s on or before 10th December 2023. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Apartment to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny, disclaim or accept the same on any grounds.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Promoters having complied with all requirements.
- (v) Delay by local authority in issuing or granting necessary plinth checking completion or Occupation Certificate, the Promoters having complied with all requirements.

- (vi) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned herein.

8.

- 8.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.
- 8.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation.
- 8.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession .
- 8.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating

Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding the above it is agreed between the parties that :

- (i) The Allottees' of the units in the building/ phase shall not carry out any alterations of whatsoever nature in the said apartment /wing/building/phase and in specific the structure of the said apartment/ unit/ building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability on the part of the Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Apartment/s by the respective Allottee/s/Occupants, vagaries of nature etc.
 - (ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Apartment/ Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Apartment/s/ Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.
- Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/ Unit/wing/building/phase and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.
- (iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

- (iv) That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.
 - (v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing/building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.
9. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.
10. The said unit is agreed to be sold subject to:
- 10.1. Any scheme or reservation 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 Agreement/s relating to the said Project Land.
 - 10.2. Its present permitted user as residential and/or other permissible users.
 - 10.3. Any relevant and necessary covenants as may be stipulated by the Promoters for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
 - 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owners (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters shall not be required to show the creation of or define or apportion any burden.

- 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
- 10.6. The Promoters have intimated the Allottee/s that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the Promoters and Allottee/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All Allottee/s in all phases shall have free access to all phase's i.e. entire project.
- 10.7. The said Apartment/ Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)
- a. The access to the individual units/apartments shall be as per the sanctioned plan and/or revised plan from time to time.
 - b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters and location of the air-conditioners shall be restricted to the above-mentioned space only.
 - c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
 - d. There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
 - e. The size of the board and lighting arrangements for residential units shall be restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoters/Owners.
 - f. No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
 - g. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and

such changes shall only be implemented only after prior written consent of the Promoters and the R.C.C Consultants.

- h. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;
- i. The Promoters shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
- j. The Promoters shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
- k. The Construction of chimneys, hanging telephone and telex wires, electric connections, fax, tele-printer, computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoters/Owners in writing.
- l. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.
- m. The premises shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated open /covered parking space (which is subject to ratification by the ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the allottee/s own vehicle.
- n. The provisionally allocated Open/covered car/ parking area (which is subject to ratification by the ultimate body as aforesaid) and/or terrace/s and/or garden shall not be covered / enclosed under any circumstances.
- o. The open/covered car/ parking area and/or terrace/s and/or garden shall not be covered / enclosed under any circumstances.
- p. No clothes shall be hanged out for drying by the allottee/s except within the Service Terrace.
- q. The allottee/s shall not join two adjacent units and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
- r. The allottee/s also agrees not to make any demand to change the existing plans. The allottee/s shall not demand any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the allottee/s.

- s. The phase/Building wise development of the said project has been made for the convenience of the Promoters/Owners and allottee/s. No separate fencing and gate will be allowed for separating any particular Building/phase for whatsoever reason. All allottee/s in all Building/phases shall have free access to all phase's i.e. entire project.
- 10.8. It is clarified between the Promoters and the Allottee/s that the title to the common areas shall vest with the Association of Allottees, it is the necessity and requirement of the Allottees that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters, on the request of the Allottee/s (and also at the request of the other Allottees) herein is keeping a register /record of such allocations/designation/selections of parking to be effected by the Allottee/s from the Association of Allottees to be formed by them. The Promoters have not taken any consideration for such allocation. It is specifically agreed by the Allottees that if for any reason it be held that such allocation/ designation of parking/s by the Allottees of the Apartment among themselves is not proper then the Allottee/s (including Allottee herein) shall be entitled to use entire parking area in common with others and the Allottee herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said Apartment alone.
11. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Condominium to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium and for becoming a member, including the bye-laws of the proposed Condominium and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or as may be required by the Registrar of Co-operative Societies.
12. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of either a Condominium of the Apartment holders for a single building or building/s or a wing of one building in the layout, submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Apartment Ownership Act, 1970, within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a

building or a wing, have booked their apartment or alternatively the Promoters shall, where applicable, and at his sole discretion form and register separate condominium for each class of units or building in the scheme for better and smooth and proper administration (and each co- condominium shall maintain the units and the buildings of the respective class of units or buildings) within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a building or a wing, have booked their apartment and thereafter the condominium of individual class of units or buildings shall form and register an Legal Body in which all the condominium formed for individual class of units or buildings shall be inducted. The Promoters shall make an application for formation and registration of such Legal Body within a period of three months from the date of the receipt of the occupancy certificate of the last of the building/s which was to be constructed in the Layout.

It is further specifically agreed and clarified between the parties hereto that notwithstanding anything contained to the contrary herein it is stipulated that :

- i. the Promoters may form and register separate condominium for each class of units or building in the scheme for better and smooth and proper administration and each condominium shall maintain the units and the buildings of the respective class of units or buildings;
 - ii. the condominium of individual class of units or buildings shall form and register a legal body in which all the condominium/s formed for individual class of units or buildings shall become members and the Owners/ Promoters shall get the conveyance/ declaration executed in favour of the legal body or in the name of each individual condominium as permitted under law;
 - iii. in case if such apex condominium is not permissible or practicable then in such an event the Owners/ Promoters shall get conveyance/ declaration executed in favour of each individual condominium, but for the common administration and expenses the condominium shall form an association of persons/suitable legal entity and the Allottee hereby agrees to accept the same.
13. The Promoters shall convey the entire undivided or inseparable land underneath all buildings **along with the building** constructed in a Layout jointly or otherwise with absolute, clear and marketable title thereto (subject to his right to dispose of the remaining unsold Apartments, if any and to receive entire consideration in respect thereof) in favor of the said Condominium of the Allottee/s within a period of three months from the date on which the Condominium is registered or, as the case may be, the association of the Allottee/s is duly constituted or within three months from the date of

issue of occupancy certificate to the last of the phase, building or wing in the layout, and receiving the full consideration in respect of all the Apartments sold, whichever is later.

14. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Project Land and Building/s namely 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land and building/s. Until the Condominium is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. 3/- (Three) per square feet per month plus taxes as applicable or as maybe decided by the promoter to the Promoters/Owners towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Condominium. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Condominium,. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

This maintenance amount will be applicable for first 24 months only and it may be revised by the Promoters / said agency for further period. The Allotte/s herein agrees that he / she / they will not demand any account of the same and account thereof shall be handed over to the ultimate body only. Further in the event of deficit and the same shall be paid by the allotte/s as may be demanded by the Developer.

15. The Promoters reserve their right :
 - a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
 - b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;

- c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.

16. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Rs. 600/- for share money, application entrance fee of the Condominium, Society or Limited Company/Federation/ Apex body.
- (ii) Rs. 30,000/- for formation and registration of the Condominium, Society or Limited Company/Federation/ Apex body.
- (iii) Rs. 5,000/- for proportionate share of taxes and other charges/levies in respect of the Condominium, Society or Limited Company/Federation/ Apex body
- (iv) Rs. 25,000/- for legal charges

Total- 60,600/- (Rupees Sixty Thousand Six Hundred Only)

17. The Promoters shall utilize the sum received for legal charges paid by the Allottee/s to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Condominium, Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

The above arrangements will be applicable till the date of handing over the charge of the said building/s to the Adhoc Committee / Ultimate Body OR 24 months from the date of possession /occupation whichever is earlier, and therefore any excess or deficit amount for the actual period as the case may be shall be payable or receivable by the allottee/s on pro-rata basis and allottee/s herein agree/s to and confirm/s to adhere to the same.

Promoter/developers reserved their right to appoint international standard agency/company to manage, maintain the main structure and in particular the terrace, gutters, main drainage and sewage lines, main electric cables and rain water pipes of the building, water pipes and electric wires in, under or upon the building, external paint and allottee/s agreed to pay the monthly charges charged by said maintenance agency/company.

18. At the time of registration of conveyance or Lease of the land and structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the land and structure of the said Building /wing of the building..

19. Simultaneously with the execution of this Agreement, the Allottee/s shall be obliged to deposit with the Promoters such sum of money as may be indicated by the Promoters/

Owners towards payment of VAT (Value Added Tax) / GST (Goods and Sales Tax) (as applicable) and/or other taxes, duties, charges, premia, levies, cesses, surcharge such as / demands / levy/ welfare or any fund / betterment tax /sales tax/ transfer tax / turnover tax / works contract tax /, Service Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Apartment/ Unit. The said amount shall be paid by the Promoters to the Government as prescribed by Law. Further, the Allottee/s shall be liable to bear and pay GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters). The Allottee/s shall make payment of GST/ Service Tax or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Value Added Tax or Service Tax or GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge such as / demands / levy/ welfare or any fund / betterment tax /sales tax/ transfer tax / turnover tax / works contract tax /VAT, Service Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Promoters from or against all loss or damage suffered or incurred by the Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc.

20.

20.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;

- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said 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 Promoters have 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 Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters have 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 said Project Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the Allottee/s that the common areas, facilities and amenities situated either in the project land and/or in the entire project land and/or in the layout are for the common use and enjoyment of all the allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas, facilities and amenities will stand transferred to an Apex Body constituted of all the Association of Allottees of all

wings/buildings /phases (as the case may be) on completion of all the buildings/phases in the entire project land.

- x. The Promoters have 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 upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Apartment Allottee/s.
- iii. 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 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 in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iv. 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 Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Apartment Allottee/s with the written consent and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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 and/or other public authority.
- v. 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 Promoters and/or the Society or the Limited Company or Condominium of Apartment Holders.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. 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 said Project Land and the building in which the Apartment is situated.
- viii. Not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.

- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- x. Pay to the Promoters within 3 days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Apartment is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.
- xi. To bear and pay applicable and any increase in local taxes. water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xii. 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 Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.
- xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society/Limited Company/Apex Body/Federation regarding the occupation 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.

- xiv. Till a conveyance of the structure of the building in which Apartment is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters 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.
- xv. Till a conveyance of the said Project Land on which the building in which Apartment is situated or the Deeds of Apartment (as the case may be) is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Land or any part thereof to view and examine the state and condition thereof.
- xvi. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Apartment Holders/Association of the Allottees /Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.
- xvii. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the allottee/s shall have no right or remedy to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration hereunder.
- xviii. The name of the buildings under construction are and shall always remain as stated above and the name of the Co-operative Society / Limited Company / Condominium of Apartment Holders formed and the said land hereditaments and premises together with the building or buildings and other structure constructed thereon shall bear the name "Nobles Heights". The allottee/s Co-operative Society/Limited Company/Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoters/Owners at any time. The allottee/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as

the Promoters/Owners construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Promoters/Owners. If the allottee/s or any other allottee/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoters/Owners and in such places or in such manner as may be directed by the Promoters/Owners.

- xix. The Allottee/s further agree/s that the internal roads shall always remain common and shall be open for general public use without any right whatsoever is being claimed by the allottee/s and/or any person claiming through or under the allottee/s.
21. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters in this regard shall be binding on the Allottee/s. The Promoters may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of PMRDA, Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.
22. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
23. 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 shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings etc. the Promoters shall be entitled to transfer such portion to the said utility /

service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Limited Company/ Society / legal entity shall not be entitled to raise any objections in this regard.

24. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Promoters execute this Agreement he 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 who has taken or agreed to take such [Apartment].

25. **COST OF PROVISION OF WATER TO THE SAID BUILDING:-**

Due to acute shortage of water, the Pune Metropolitan Regional Development Authority/the Pune Metropolitan Regional Development Authority as the Planning Authority under the provisions of the Bombay Provincial Municipal Corporations Act, 1948 has at the time when the Building Plans and Specifications in respect of the construction to be carried out on the said land were sanctioned intimated the Promoter/s that the said Corporation shall not be held responsible if adequate water supply is not provided to the Buildings to be constructed on the said land. The Promoter/s has/have undertaken to provide water to the said buildings as per the prevailing norms of the Pune Metropolitan Regional Development Authority. If however, the actual consumption of water exceeds such supply made by the Pune Metropolitan Regional Development Authority and it is therefore found necessary to augment the supply of water by purchase of water by water Tankers, then in such event, the allottee/s and all other allottee/s and of Flats/Units in the scheme “Nobles Heights” shall be liable to contribute towards the cost of purchase of such water and if such contributions are not forthcoming the Promoter/s shall not be responsible for continuing to supply additional water.

26. **CLUB HOUSE :**

The Promoters plans to construct a club house/s on a pre designated area on the said entire Project Land. The under mentioned terms and conditions are essential terms and conditions on the basis of which the Allottee/s has/have agreed to purchase from the Promoters the said Apartment/ unit under and in pursuance of this agreement. The Allottee is aware that another project under the name of Nobles Avaunce will be coming up on the same layout in Phase II or Phase/s, and hereby confirms that the members of Noble Heights shall use its own club House and amenities on OPEN SPACE No. 03 and shall not use the Club House and amenities on OPEN SPACE No. 01 & 02 of the project

Nobles Avaunce , and the Developer has agreed to allot the unit relying upon the affirmation and confirmation of the unit allottee/s in this regard.

- 26.1. The Promoters shall be entitled to retain with themselves or to transfer the title/possession/use of the said club-house/s (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoters may from time to time decide.
- 26.2. Access to and the facility for the use of such club house and the appurtenant land shall be regulated by the Promoters and/or their successors-in-title but on condition that such access and facility will be available only to the Allottee/s in the building/s and other premises in the entire layout and to the Allottee/s in the wing/building/s /phases which may be developed by the Builders and/or associate concerns of the Promoters.
- 26.3. The facility to the members for use of the Club House shall be subject to the Rules and Regulations as may be framed by the Promoters and the Allottee/s shall abide by the same.
- 26.4. Notwithstanding anything to the contrary written hereinabove the facility to the members for use of the Club House shall be restricted to the Allottees of the residential apartment only in all the phases of the entire project land. The Allottee/s of the commercial units duly confirms that he/she/they have been duly intimated of the above restrictive user of the Club House and the said Allottee/s declare/s and undertake/s that he/she/they shall not raise any claim thereto or thereupon.
27. **BINDING EFFECT:**
- Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ building, as the case may be.

29. RIGHT TO AMEND:

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

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. 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, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment bears to the total carpet area of all the Apartments/Plots in the Project.

33. 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.

34. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoters through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Pune. Hence this Agreement shall be deemed to have been executed at Pune.

35. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

36. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____Name of Allottee

_____(Allottees' Address)

Notified Email ID : _____

M/s Golden Palm Infrastructure,

Gulmohar Apartments, Office no.4-C, 2nd Floor, East Street, Camp, Pune-411001

Notified Email ID: ac.noblesgroup@gmail.com

It shall be the duty of the Allottee and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

37. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee/s 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.

38. 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 and the Courts in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2017, respectively as applicable.

39. The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Apartment/ Commercial Unit/ Shop/ Office as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

40. STAMP DUTY :

40.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.

40.2 Stamp duty amounting to Rs. _____/- is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

**THE SCHEDULE IA ABOVE REFERRED TO :
[ENTIRE PROJECT LAND]**

All that piece and parcel of the land bearing Survey No. 13 Hissa No. 15A/1, totally admeasuring 02H 50Ares, lying and being at Village Pisoli, within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Pune Metropolitan Regional Development Authority and is bounded as follows:

ON OR TOWARDS THE EAST: By Nala

ON OR TOWARDS THE SOUTH: By Land of Shalinitai Budhiwant & others

ON OR TOWARDS THE WEST: By Boundaries of S. No. 30
ON OR TOWARDS THE NORTH: Land of M/s Gagan Builders

THE SCHEDULE IB ABOVE REFERRED TO:-
AREA OF PHASE- I PROJECT LAND

All that piece and parcel of the land bearing Survey No. 13 Hissa No. 15A/1, admeasuring area 01H – 20Ares carved out of land totally admeasuring 02H 50Ares, lying and being at Village Pisoli, within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Pune Metropolitan Regional Development Authority and is bounded as follows:

ON OR TOWARDS THE EAST: By open space of the said project
ON OR TOWARDS THE SOUTH: By nala
ON OR TOWARDS THE WEST: By internal road of the said project
ON OR TOWARDS THE NORTH: By internal road of the said project

THE SCHEDULE II ABOVE REFERRED TO :

Description of common/limited areas and facilities :

- A. COMMON FACILITIES:-
1. RCC frame work structure of the buildings
 2. Drainage and water line work
 3. Electric meters connected to common lights, water connections, pump set etc.
 4. Light points outside the building and the staircase/s as well as those in the common parking space.
 5. Water tank for the project along with water pump
 6. Lift/ Elevator with lift room, lift well and elevator equipment for each wing / building.
- B. RESTRICTED AREAS AND FACILITIES
1. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders
 2. The open space adjacent to the ground floor / stilt floor flats up to the fencing or boundary mark for the respective building are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
 3. The parking under stilt and in the common areas shall be restricted and the Promoters herein shall have exclusive right to allot the same to any tenement holder in the building
 4. All areas etc. which are not covered under aforesaid head “Common Area And Facilities” are restricted areas and facilities which include, the marginal open spaces, terraces, car parking’s within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey

the same in part or in full to any buyer of flat, terrace/s. parking space etc Or to Convert the Restricted Area into common Area of vice- versa

**THE NATURE, EXTENT AND DESCRIPTION OF THE COMMON/ EXCLUSIVE AREA
AND FACILITIES:**

(A) COMMON AREAS AND FACILITIES:

1. Internal roads leading from the main road to the buildings.
2. The land on which the flats are located, except such portion/s there of as are reserved for parking spaces and allotted to any allottee/s and / or any portion/s thereof.
3. Main drainage line with septic tank and soak pit.
4. The foundations, columns, girders, beams, supports, main walls, roofs, foyers, corridors, passages, lobbies, stairs, stairways, lifts / elevators, fire escapes and entrances and exits of the flats / row-houses .
5. The pathways, parking area, common terrace, common gardens, etc., subject to the reservations in favour of the Seller and the Developer and / or their allottee/s.
6. Installation of central services, such as power, water, drainage, garbage collection vans, etc.
7. The water tanks (overhead / underground), bore-well, submersible pump, pumps, filters, ducts and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
8. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
9. All other amenities that may be provided by the Seller and the Developer for the common benefit of all the allottee/s.

(B) OUTGOINGS EXCLUSIVELY PAYABLE BY FLAT OWNERS OF EACH BUILDING.

1. The expenses of maintenance, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the allottee/s in common with other occupiers of other premises / garages and the main entrances, passages, landings and staircase and lifts / elevators of the building and enjoyed by the allottee/s or used by the allottee/s in common as aforesaid and the boundary walls of the buildings, compounds, terraces, etc.
2. The costs of cleaning and lighting the passages, landings, staircases, lifts / elevators and other parts of the building as enjoyed or used by the allottee/s in common as aforesaid.
3. The costs of decorating the exterior of the building.

4. The salaries of sweepers, lift operators, pump operators, etc. working exclusively for the building.
5. The cost of working, maintenance and repairs of water pumps, lifts / elevators and lights and service charges.
6. Municipal and other taxes, charges, rates, cesses, etc.
7. Insurance of the building.
8. Cost of water meter and / or any deposit for water.
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building or buildings.

(C) OUTGOINGS PAYABLE BY THE ALLOTTEE OF ALL THE PREMISES:

- 1 Salaries of clerks, bill collectors, chowkidars, sweepers, pump operators, etc. who are employed for doing the work of the entire complex and of all the common amenities.
2. Cost of working and maintenance and repairs of water pumps and lights and service charges including garbage collection and cost of maintenance, repairs and replacements of pick-up vans for garbage collection and all other charges of common nature.
3. Insurance of buildings and structures of a common nature, like watchman cabins, substations for electric supply, compound walls, etc. and other services and conveniences provided for the common benefit of the entire complex.
4. Cost of maintenance of Club House, common gardens, internal roads, street lights and all other common amenities.
5. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building or buildings, structure or structures pertaining to common amenities and conveniences and services provided for the benefit of holders of all the premises in the entire complex.
6. Sinking fund as may be required under the concerned law.

SCHEDULE 'A'

(Description of the said Unit)

Flat / Apartment bearing No. ____ admeasuring _____ square meters carpet area subject to variation on account of internal plaster and finishing on the ____ floor, in the ____ wing / building, together with terrace admeasuring ____ square meters adjoining / appurtenant/ abutting and along with (bereft of any consideration) provisionally allocated right of use of _____ car parking space in the project known as “**Nobles Heights** ” situate on the land described in Schedule I hereinabove.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

SIGNED SEALED AND DELIVERED
By the above named PROMOTERS
for themselves and as duly Constituted
Attorney of the Owners above named
Mr. Abdultaiyeb Kuresh Bahrainwala

Signature	LHTI	Photograph

PROMOTERS/OWERS

SIGNED SEALED AND DELIVERED
by the above named allotte/s

Signature	LHTI	Photograph

SIGNED SEALED AND DELIVERED
by the above named ALLOTTEE/S

Signature	LHTI	Photograph

ALLOTTE/S
SIGNED SEALED AND DELIVERED
by the above named Confirming party

Signature	LHTI	Photograph

--	--	--

WITNESSES:

<i>Sign</i>	
<i>Name</i>	
<i>Address</i>	

ANNEXURE –A

Name of the Attorney at Law/Advocate,

Address :

Date :

No. :

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated _____ day of _____ 20_____

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoters to the said Project Land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee, as proposed by the concerned local authority)

ANNEXURE –E

SPECIFICATIONS FOR CONSTRUCTION OF THE SAID FLAT:

(Amenities and Specifications for Internal Flat)

RCC Framed Structure.

- Walls

External: 5” thick brick work

Internal: 4” thick brick work

- Wall Finish

Internal: POP/Gypsum.

- Internal Paint

Oil bound internal walls.

- Flooring

Living/Dining/ Bedrooms: 2’ X 2’ Vitrified tile

Kitchen: Vitrified tile/porcelain

Terrace: Vitrified/Ceramic Flooring

Bathrooms: Vitrified/Ceramic.

- Doors

Elegant fittings for doors

- Windows

Powder Coated Aluminum sliding

- Electrical

Concealed wiring

Quality switches

Telephone and Cable TV connections in living room.

- Kitchen

Sink: stainless steel.

Provision for water Purifier.

- Bathrooms

Washbasin

Designer dado Tiles

- Lifts

High speed elevators

- Generator backup for common amenities

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

RECEIPT

Received of and from the Allottee above named the sum of Rs. _____/- (Rupees
_____only) on execution of this agreement towards Earnest
Money Deposit or application fee.

We/I say received.

The Promoter/s.