

**AGREEMENT**

This Agreement ("Agreement") is made and executed at Pune  
on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**KOLTE PATIL I-VEN TOWNSHIPS (PUNE) LIMITED**(PAN No.AABCI5807K)  
(CIN No.U70102PN2005PLC140660),

a Company incorporated under the provisions  
of Companies Act, 1956 having its

registered Office at Survey No. 74,

Marunji Hinjewadi-Marunji-Kasarsai Road,

Taluka Mulshi, District Pune 411057)

represented by its Authorized Signatory Nelson Misquith

(AadharNo.931416714862)

Authorized vide Board Resolution dated 19<sup>th</sup> October, 2011

... ..Hereinafter referred to as the "**PROMOTER**"

(which expression shall unless repugnant to the context or meaning thereof be  
deemed to mean and include its successors-in-title and assigns)

of the **ONEPART**

**A N D**

1. **MR.** \_\_\_\_\_ (**PAN NO.** \_\_\_\_\_)

**Age:** \_\_\_\_ **YEARS**      **Occupation:** \_\_\_\_\_

2. **MRS.** \_\_\_\_\_ (**PAN NO.** \_\_\_\_\_)

**Age:** \_\_\_\_ **YEARS**      **Occupation:** \_\_\_\_\_

**BOTH RESIDING AT:** \_\_\_\_\_

hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless it be  
repugnant to the context or meaning thereof mean and include his/her/their  
heirs, executors, administrators successors-in-interest and permitted  
assignees)

of the **OTHER PART**

The Promoter, the Allottee shall hereinafter collectively be referred to as the  
"**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A. The Promoter has vide various Development Agreements read with the Powers of Attorney executed by the present Owners, received development rights in respect of parcels of land admeasuring approximately 1607777.50 sq.mtrs or thereabouts situate, lying and being at Villages Jambe, Nere and Marunji, Taluka Mulshi, District Pune (more particularly described in the **First Schedule** hereunder written and hereinafter referred to as “**the Larger Land**”;
- B. The aforesaid Development Agreements were earlier executed in the name of ‘I-Ven Townships (Pune) Pvt. Ltd’. However, as per fresh Certificate of Incorporation dated December 28, 2005 consequent upon change of name issued by the Registrar of Companies, Karnataka, name of the Promoter – I-Ven Townships (Pune) Pvt. Ltd. was changed to ‘Kolte Patil I-Ven Townships (Pune) Pvt. Ltd’. Subsequently, the name of Kolte-Patil I-Ven Townships (Pune) Private Limited is also changed to ‘Kolte-Patil I-Ven Townships (Pune) Limited’, as per Fresh Certificate of Incorporation dated 13/12/2011 issued by Registrar of Companies, Maharashtra, Pune;
- C. By virtue of the aforesaid, the Promoter is entitled to develop the Larger Land described in the First Schedule hereunder written;
- D. The Promoter is desirous of constructing a Township Project on the Larger Land and for that purpose may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Property, subject to the necessary approvals being granted by the sanctioning Authorities;
- E. By Notification No.TPS/1804/Pune R.P.DCR/UD-13 dated 16-11-2005 issued by the Urban Development Department, under which Government of Maharashtra, has sanctioned Regulations for Development of Special Township in area under Pune Regional Plan thereby modifying the Regional plan and amending the Urban Development Department Notification No.1895/227/CR-26/95/UD-13 dated 25-11-1997 and all its modifications and utilize its full building potential for such user as may be permissible by law including commercial and residential user;.
- F. By and under a Letter of Intent –I dated 07/06/2008 bearing reference No. PMH/KAVI/1286/2008 and subsequently under Letter of Intent-II dated 03/09/2014 bearing reference No. PMH/KAVI/758/2014 and subsequently under Letter of Intent-III dated 12/04/2018 bearing reference No. PMH/KAVI/677/2018

issued by the Revenue Branch of the Collectorate, Pune, the Larger land is notified as Township Project on the terms mentioned therein.

- G. As per Notification No.TPS/1806/53/Case No. 19/06/Navi-13 dated 28/04/2008 issued by Urban Development Department, Government of Maharashtra, in exercise of the powers conferred under Section 18(3) of The Maharashtra Regional Town Planning Act, 1966, the Government has granted permission and declared the project as a Special Township Project. Hence, as per the Regulation No.2 A of the Regulations under The Township Policy the Larger Land is deemed to have been automatically converted to non-agriculture use;
- H. By a Notification dated 26<sup>th</sup> December, 2016, the term “Special Township Project” was replaced by the term “Integrated Township Project” with effect from 22<sup>nd</sup> April, 2015. The term Special Township Project shall hereinafter be referred to as “Integrated Township Project” (“**ITP**”);
- I. The Promoter has named the ITP as “**Life Republic**”;
- J. The Promoter intends to develop the ITP in the form of various Sectors;
- K. The rules, regulations and policies applicable to ITP envisage that out of the Larger Land that is sanctioned for ITP, a certain fixed portion of the lands shall be reserved as open areas and the remaining portions shall be deemed to be developable areas under the ITP;
- L. Accordingly, Master Plan Sanction (PLU) in respect of the Larger Land has been sanctioned vide Order bearing No.PMH/NA/SR/371/08 dated 16/09/2010 and thereafter the said PLU has been revised five times due to addition of area/land. The five revised sanction orders are bearing No. PMH/NA/SR/417/10 dated 05/03/2011, Order bearing No. PMH/TS/SR/27/2012 dated 18/07/2012, Order bearing No. PMH/TS/SR/24/2015 dated 17/11/2015, Order bearing No. BMU/MoujeJambhe,Marunji,Nere/S.No. 74/2 and Others/Case No.219/16-17 dated 26/04/2017 and Order bearing No. BMU/Mouje Jambhe-Marunji, Nere/S.No. 74 and Others/Case No.663/18-19 dated 23/01/2019 by The Town Planning Authority/PMRDA (“**Proposed Land Use Map**”);
- M. The Promoter is required to annex all Revenue Records, Government Orders, title deeds, documents, papers, of entire Township property to each Agreement which is to be executed in favour of Purchasers. Due to the said enclosures/Annexures, the Agreement is becoming voluminous

and bulky and is also causing inconvenience at the time of Registration/Scanning of the document. Thereafter, as suggested by the Registering Authority, the Promoter has executed two separate Declarations on 22/02/2012 and 21/04/2012, and has annexed all Revenue Records, Title Deeds, documents, plans Government Orders etc. to the said Declarations, which are registered at the Office of Sub-Registrar, Mulshi at Sr. Nos. 872/2012 and 2159/2012 on 27/02/2012 and 21/04/2012 respectively and which are part and parcel of these presents. At the request of the Allottee the Promoter shall handover a copy of the aforesaid Declarations alongwith the annexures thereto to the Allottee/s herein. Therefore, the said documents, orders and papers referred in these presents have not been annexed herewith. The Purchaser/s has given his/her/their consent for not annexing those deeds and documents, as the purpose is sufficed.

- N. Initially, Environmental Clearance dated 6th September 2007 bearing Reference No. 21-111/2007-IA.III issued by the MOEF Government of India/Maharashtra was granted in respect of the Larger Land. The Promoter further applied for revision and received a revised Environmental Clearance on 23rd April 2019 issued by State Level Environment Impact Assessment Authority (SEIAA) bearing Reference No. SEIAA-EC-0000001462.
- O. All conditions as stipulated in the aforesaid Environmental Clearances alongwith consent to operate issued by Maharashtra Pollution Control Board ("MPCB") shall be strictly adhered and complied with by the Promoter while developing the Larger Land;
- P. Under the terms of the policies applicable to ITP, the Promoter is at liberty to change the land user of the Sectors as well as change the location of the Sectors identified under the Proposed Land Use Map whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP;
- Q. Further under the provisions of the prevailing Policies to be read with future policies that may be formulated from time to time, the Promoter is required to and shall handover to the concerned Government bodies and authorities certain amenities, utilities, roads and infrastructure as and when required.

- R. On account of the vast and enormous layout of the said Larger Land, the Proposed Land Use Map has been divided into various Sectors. The Promoter intends to develop one such sector known as **‘Sector R-1’/‘1<sup>st</sup>Avenue’**, which the Promoter intends to develop on a portion of the said Larger Land, which portion admeasures 43543.41 sq.mtrs or thereabouts delineated in red colour boundary lines on the Proposed Land Use Map annexed hereto and marked as **“Annexure A”** and is more particularly described in the **Second Schedule** hereunder written (**“Sector R-1 Project Land”**);
- S. For the purpose of this Agreement, Sector R-1 Project Land shall mean **“Project Land”** and Sector R-1 shall mean **“Project”**;
- T. The Promoter shall have access to the Project Land together with all the internal roads and public access roads till such time the Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects;
- U. The Promoter has obtained a Commencement Certificate dated 5<sup>th</sup> April, 2016 bearing Reference No.BMU/Case No.1373/15-16/MouzeMarunji and Jambe/S.No. 74 and Other Sector R-1 and revised Commencement Certificate dated 22/10/2019 bearing Reference No. BMU/Mouze Marunji and Jambe/S.N. 74 and other Sector-R1/Case No.251/19-20 issued by Pune Metropolitan Region Development Authority in respect of Sector R-1 Project Land, copy whereof is annexed hereto and marked as **“Annexure B”**;
- V. While sanctioning the plans the concerned Local Authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the buildings and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the buildings shall be granted by the concerned Local Authority;
- W. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project, the Common Areas and Amenities of Sector R-1/1<sup>st</sup> Avenue, the Common Areas and Amenities of the Larger Property, the Internal Apartment Specifications to be provided, the nature of the Organization to be formed of the Allottes and the manner in which the title of the Promoter in respect of the Project Land and the buildings to

- be constructed thereon shall be passed on to the Organization to be formed of the Allottees;
- X. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and the agreement is in the manner prescribed by the Council of Architects;
  - Y. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of all the Buildings in the Project;
  - Z. The Promoter has granted inspection to the Allottee of all the documents of title in respect of the Project Land and the plans, designs and specifications prepared by the Promoter's Architect, Space Designers Syndicate in consultation with the Promoter 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 made thereunder (hereinafter referred to as "**the said Rules**").
  - AA. The documents, plans, sanctions and approvals, inspection whereof have been provided to the Allottee prior to the execution of this Agreement are listed in "**Annexure C**" annexed hereto;
  - BB. Messrs. UDK & Associates, Advocates have issued their Search & Title Report dated 21/09/2011, 20/11/2013, 29/03/2014 & 02/06/2014, Supplementary Search & Title Report dated 09/10/2013, 28/12/2015, 23/02/2017 and Search & Title Certificate dated 28/07/2017, 08/06/2018, 02/07/2019 in respect of the Project Land, a copy whereof is annexed hereto and marked as "**Annexure D**";
  - CC. The copies of the 7/12 extracts showing the nature of the title of the respective Land Owners and the Promoter in the Project Land have been annexed hereto and marked "**Annexure E**" collectively;
  - DD. The Allottee has satisfied himself/herself/themselves with regards to the title of the respective Land Owners and the Promoter in the Project Land and the rights of the Promoter to develop the same and has clearly understood the Sector wise construction of the Larger Land and the phase wise construction of Sector R-1 to be carried out by the Promoter over a period of time;
  - EE. The Promoter has represented that the Project shall comprise of 7 (seven) buildings identified as Buildings A, B, C, D, E, F and G on the plan annexed hereto and marked as "**Annexure A**";

- FF. The Allottee has applied to the Promoter for allotment of an Apartment admeasuring approximately \_\_\_\_\_ sq.mtrs. carpet area in Building \_\_\_\_ being constructed on the Project Land ;
- GG. As per requirement of the Allottee, the Allottee is offered an Apartment bearing No. \_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs. Carpet Area on the \_\_\_\_ floor more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the said **“Apartment”**) in the Building \_\_\_\_\_ (hereinafter referred to as the **“said Building”**) being constructed on the Project Land by the Promoter;
- HH. The carpet area of the said Apartment is \_\_\_\_\_ sq. mtrs. and “carpet area” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- II. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/her/they has/have understood the disclosures made by the Promoter under the terms of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration set out in the **Fourth Schedule** hereunder written and on the terms and conditions hereinafter appearing;
- JJ. Prior to the execution of these presents the Allottee has paid to the Promoter the booking amount as mentioned in the Fourth Schedule hereunder written being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay the balance consideration in the manner set out in the Fourth Schedule;
- KK. The Promoter has registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority on 02.08.2017 under No. P52100002646, acopy whereof is annexed hereto and marked as **“Annexure K”**;

- LL. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment to the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- MM. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;
- NN. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- OO. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and in all the applicable Laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

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

**1. DEFINITIONS**

- 1.1 **“Act”** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2 **“Agreement”** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee.
- 1.3 **“Allottee’s Interest”** shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.4 **“Apartment”** shall mean the apartment having residential user located in the Building \_\_\_\_\_ shown with red colour boundary line on the typical



floor plan thereof annexed hereto and marked as **“Annexure F”** to be allotted in favour of Allottee under the terms of this Agreement;

- 1.5 **“Applicable Law”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory Bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority;
- 1.6 **“Approvals”** shall mean and include but shall not be limited to all the sanctions and/or approvals set out in **Annexure C** annexed hereto as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of consent enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained/shall be obtained from sanctioning Bodies/Authorities in respect of the buildings to be constructed on the Project Land or any part or portion of the Project Land;
- 1.7 **“Apex Body of the Larger Property”** shall mean an independent Body that may be formed by the Promoter, at its sole discretion, consisting of all the Organizations formed of the various Sectors developed on the Larger Land(including the Organisation of Sector R-1);
- 1.8 **“Buildings in Sector R-1”** shall mean the buildings shown on the Proposed Land Use Map annexed hereto and marked as **“Annexure A”** to be constructed by the Promoter on the Project Land;
- 1.9 **“Building”** shall mean Building \_\_\_ comprising of parking plus 22 (twenty-two) upper floors being one of the buildings to be constructed by the Promoter in the Sector R-1/Project;
- 1.10 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but

includes the area covered by the internal partition walls of the apartment;

- 1.11 **“Common Areas and Amenities for Sector R-1/Project”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of the Allottees of the apartments in all the Buildings in Sector R-1 alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. as listed in **“Annexure G”** annexed hereto;
- 1.12 **“Common Areas and Amenities for Larger Land”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of Allottees of the apartments in the various Projects to be constructed on the Larger Land and includes the amenities listed in **“Part A of Annexure H”** annexed hereto alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. which are outside the boundaries of each of the Projects but within the boundaries of the Larger Land on such terms and conditions and policies as may be formulated by the Promoter. The aforesaid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to ITP;
- 1.13 **“Covered Parking Space”** shall mean an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottees which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include a garage and/or open parking;
- 1.14 **“Force Majeure Event”** shall mean and include the following event/ circumstances which jointly and/or severally, directly and/or indirectly, impact/impede the development activities that are intended to be carried out on the Project Land and/or on the Larger Property:
- (i) Any natural calamity or act of God including but not limited to floods, earthquakes, smog, tsunamis, volcanoes, etc;
  - (ii) Social and/or societal unrest including but not limited to wars, riots, commotions, rebellions, terrorism, hostilities, invasions, acts of foreign enemies, insurgency, etc;

- (iii) Acts beyond the control of the Promoter including but not limited to:
    - (a) non-availability or shortage in the supply of steel, cement, building materials, water or electric supply or labour/workers;
    - (b) strikes or lock-outs;
    - (c) order, judgment, decree, policy, rule, regulation, notification, circular, directive, passed/issued by any Court of Law and/or any Governmental Body or Authority, delays in grant of approvals by the concerned Bodies and/or Authorities;
  - (iv) Acts associated with the action or inaction on the part of the Allottee resulting in breach of the terms and conditions of this Agreement and/or applicable Law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant of approvals related to the Project;
  - (v) Any internal modification at the instance of the Allottee and the time taken for its completion;
- 1.15 **“FSI”/“Paid FSI”/“Premium Paid FSI”** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;
- 1.16 **“Internal Apartment Specifications”** shall mean the Specifications, fixtures and fittings listed in the **“Annexure I”** annexed hereto proposed to be provided by the Promoter in the said Apartment;
- 1.17 **“Intimation to take Possession”** shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of the intimation;
- 1.18 **“Larger Land”** shall mean lands situate, lying and being at Villages Jambe, Marunji and Nere, Taluka Mulshi, District Pune and more particularly described in the First Schedule hereunder written;
- 1.19 **“Optional Amenities for Larger Property”** shall mean the amenities provided by the Promoter which the Allottees of the apartments in the various Projects to be constructed on the Larger Land may avail of on payment of additional charges and shall include the amenities listed in **“Part B of Annexure H”** annexed hereto. The optional/paid amenities

- may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to the ITP;
- 1.20 **“Organization of Sector R-1”** shall mean (i) Society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960, or (ii) a Company formed under the Companies Act, 2013, or (iii) a Condominium constituted under the provisions of Maharashtra Apartment of Ownership Act, 1970, or (iv) any other legal entity, constituted of all the Allottees of Buildings in Sector R-1/Project;
- 1.21 **“Party”** shall mean the Promoter and/or the Allottee/s individually;
- 1.22 **“Parties”** shall mean the Promoter and/or the Allottee/s collectively;
- 1.23 **“Plans”** shall mean the drawings, plans, layout included in **“Annexure A”** and such other plans and specifications as approved and sanctioned by PMRDA and other concerned Statutory Bodies and Authorities in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the Authorities in respect of the Project;
- 1.24 **“PMRDA”** means Pune Metropolitan Regional Development Authority;
- 1.25 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of the Apartment, whichever is earlier;
- 1.26 **“Project Completion”** shall mean the completion of Sector R-1 by December 2026 in the manner following:
- (i) Buildings A and G - by December 2020;
  - (ii) Certain Common Areas and Amenities for Sector R-1/Project as specified in Annexure G– by December 2020
  - (iii) Remaining Common Areas and Amenities for Sector R-1/Project as specified in Annexure G– by December 2021
  - (iv) Remaining buildings to be constructed on the project land – by December 2026
- 1.27 **“Promoter`s Interest”** shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in

use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

1.28 **“Sector R-1/1<sup>st</sup>Avenue/Project”** shall mean the proposed construction and development on Sector R-1 Land/Project Land;

1.29 **“Sector R-1 Land/ Project Land”** shall mean the land situate, lying and being at Villages Jambe, Nere & Marunji, Taluka Mulshi, District Pune and more particularly described in the **Second Schedule** hereunder written and delineated with red colour boundary line on the plan annexed hereto and marked as **“Annexure A”**.

## **2. INTERPRETATION**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 2.1. The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.2. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.3. Words importing the singular shall include plural and vice versa;
- 2.4. Reference to recitals, clauses, schedules and annexures are to be the recitals, clauses, schedules and annexure of this Agreement;
- 2.5. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- 2.6. The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- 2.7. References to "Rupees" and “Rs.” are references to the lawful currency of India;
- 2.8. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9. A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and

2.10. Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

### **3. ALLOTMENT AND CONSIDERATION**

- 3.1 The Promoter shall construct the Buildings on the Project Land in accordance with the approvals and Plans. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise if any alteration or addition required by any Government Authorities or due to change in the applicable Law then no consent of the Allottee shall be required to be sought.
- 3.2 Subject to the terms and conditions of this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agree to purchase from the Promoter the Apartment together with the Internal Apartment Specifications at or for the consideration mentioned in Fourth Schedule hereunder written.
- 3.3 The Allottee shall also have the exclusive right to use Covered Parking Space and/or open parking space as allotted by the Promoter on the confirmation of the Organization of Sector R-1, for the limited and restricted purpose of parking his/her/their light motor vehicles and for no other purpose whatsoever. Further the Allottee accepts and confirms that there will be no choice given to the Allottee with respect to the covered car parking space and the same shall be a sole discretion of the Promoter, however with respect to open car parking Space, the Organisation of Sector R-1, defined above, shall be at liberty to allot the same.
- 3.4 The said Apartment together with the Internal Apartment Specifications shall hereinafter collectively be referred to as **“the said Premises”**.
- 3.5 The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Fourth Schedule hereunder written.
- 3.6 The consideration shall be paid by the Allottee to the Promoter in the manner provided in the Fourth Schedule hereunder written.
- 3.7 The payment of the consideration and the installments related thereto shall be subject to the deduction of tax (**“TDS”**) as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three)

days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agree and undertake that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay the GST amount on or about execution of this present or as becomes applicable from time to time for this transaction.

- 3.8 The consideration payable above excludes taxes (consisting of tax paid by the Promoter or payable by way of GST and Cess or any other similar taxes) and the same, as and when it is levied and/or arises shall be borne and paid by the Allottee alone and the Promoter shall at no point in time be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by any Government and/or Statutory and/or Revenue Body/Authorities against the Promoter or vice versa on account of such liability that may arise and/or be levied upon the Promoter. Further, in an event additional taxes are levied in any manner or form by any Government Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.
- 3.9 The consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter 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, which shall only be applicable on subsequent payments.

- 3.10 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the Occupation Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area beyond 3%, the Promoter shall reimburse to the Allottee, within a period of 45 (forty-five) days the amount proportionate to the reduced carpet area beyond 3% without interest from the date when the carpet area is finally ascertained till the date of reimbursement. Likewise, if there is any increase in the Carpet Area beyond 3%, the Promoter shall demand and the Allottee hereby agrees to pay additional amount from the Allottee which shall be payable from the next milestone of the payment plan provided in the Fourth Schedule.
- 3.11 With regards to Section 171 of the Central Goods and Services Tax Act, 2017, it is mandatory to pass on the benefit of reduction in rate of tax to the Allottees by way of commensurate reduction in prices. The Promoter in compliance with the aforesaid, shall be giving the Allottees, the anti-profiteering benefit, wherever applicable. However it is worthwhile to note that the methodology for calculation of the anti-profiteering is yet to be prescribed by Government and given this, if there is any change in the benefit amount being passed by the Promoter, the anti-profiteering benefits will stand altered (recoverable / payable) to that extent.
- 3.12 The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter may, in its sole discretion, deem fit and the Allottee hereby agree and undertake not to object to the same or demand from or direct the Promoter in any manner contrary thereto.
- 3.13 The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her/them and meet with the other obligations under this Agreement.
4. **DEFAULT IN PAYMENT OF CONSIDERATION**
- 4.1. The Allottee agrees to pay to the Promoter Allottee's Interest, defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee to the Promoter under the terms of this



Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee till the date of actual payment.

- 4.2. In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement.
- 4.3. Without prejudice to the right of the Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on the due dates of any amount that becomes due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoings), the Promoter shall be entitled at his own option, to terminate this Agreement in the event of the Allottee committing three such defaults of payment of instalments . The Promoter shall give notice of 15 (fifteen) days in writing to the Allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach/breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach/breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of 30 (thirty) days of the termination, the instalments of consideration of the Apartment which may have till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter and subject to the adjustment/deduction related to the Government Statutory dues and taxes that have been paid by the Promoter or to be paid by the Promoter.

**5. INTERNAL APARTMENT SPECIFICATIONS:**

- 5.1. The Internal Apartment Specifications to be provided in the said Premises and the specifications thereof are those as set out in **"Annexure I"**.

- 5.2. The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in **Annexure I**. However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under “**Annexure I**” and /or shortage in the availability of such fixtures and/or fittings, the Promoter shall endeavour to obtain similar quality internal apartment specifications to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Specifications.
- 5.3. The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the Internal Apartment Specifications.
- 5.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/themselves in respect of the Internal Apartment Specifications. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

**6. LAYOUT OF THE LARGER LAND AND SECTOR R-1 LAND/PROJECT LAND**

- 6.1. The disclosures made in the Recitals shall form an integral part of this Clause and shall be treated as if the same has been reiterated herein;
- 6.2. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under:
- (i) The Larger Land comprises of vast tracts of lands, development rights in respect whereof have been acquired by the Promoter from time to time.
  - (ii) The Promoter may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Property,

subject to the necessary approvals being granted by the sanctioning Authorities;

- (iii) As and when further lands are acquired by the Promoter and development rights in respect whereof are also granted in favour of the Promoter, such new lands shall, at the sole discretion of the Promoter, be made a part of the Larger Land and by result thereof the area of the Larger Land as described in the First Schedule hereunder written shall increase and the Proposed Land Use Map shall accordingly stand amended;
- (iv) The Promoter shall be constructing a Township on the Larger Land in accordance with the applicable Laws and amendments thereto/reenactment thereof, from time to time;
- (v) Under the terms of the policies applicable to ITP, the Promoter is at liberty to change the proposed land use plan and/or the land user of the Sectors as well as change the location of the Sectors identified under the Proposed Land Use Map whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP. The Promoter shall be at liberty to change the location of the users as well as the land users of the Sectors in such manner as the Promoter shall deem fit and proper and no objection and/or dispute shall be raised by the Allottee in respect thereof;
- (vi) This Agreement only relates to Sector R-1 and the Allottee shall not have any right in respect of the rest of the Township layout or Sector R-1 layout and shall not interfere in the decisions of the Promoter relating thereto;
- (vii) The Promoter shall be at liberty to dispose of lands/Sectors forming part of the Township layout and/or enter into joint development agreements, joint venture agreements and/or grant development rights in respect thereof in favour of any person or party that the Promoter shall deem fit and proper;
- (viii) The Promoter intends to develop the Larger Land Sector wise and have obtained necessary sanctions and permissions as set out in “**Annexure C**” annexed hereto;
- (ix) The Larger Land has been divided into various Sectors, one of the Sectors being Sector R-1/ 1<sup>st</sup> Avenue. The land envisaged under Sector R-1 is the Sector R-1 Land;

- (x) The area of Sector R-1 Land admeasures 43,841.18 sq.mtrs as per the sanctioned plans, however as per the PLU the area admeasures 43,543.41 sq.mtrs;
- (xi) The Promoter intends to develop Sector R-1/1st Avenue/ Project by December 2026 in the following manner:
  - i. Buildings A and G - by December 2020;
  - ii. Certain Common Areas and Amenities for Sector R-1 /Project as specified in Annexure G– by December 2020;
  - iii. Remaining Common Areas and Amenities for Sector R-1/Project as specified in Annexure G– by December 2021;
  - iv. Remaining buildings to be constructed on the project land – by December 2026
- (xii) The Promoter on account of certain technical reasons, is revising the sanctioned plans to the extent of shifting the positions of windows & internal doors of the apartment. The Promoter shall submit revised plans to that effect & shall procure approvals related thereto. The allottees has been informed for the same and hereby expressly grants consent to such revision.
- (xiii) The Common Areas and Amenities for Sector R-1 /Project shall be used by the Allottees of the apartments in Buildings in Sector R-1 /the Project;
- (xiv) The MSEDCL sub-station to be used by Sector R-1 is located outside the project land i.e. on part of Larger Land. However, the benefit of this sub-station shall be availed by the Allottees of the project land as well as the adjoining projects forming a part of the township.
- (xv) The Search & Title Report dated 21/09/2011, 20/11/2013, 29/03/2014 & 02/06/2014, Supplementary Search & Title Report dated 09/10/2013, 28/12/2015, 23/02/2017 and Search & Title Certificate dated 28/07/2017, 08/06/2018, 02/07/2019 of Messrs. UDK & Associates in respect of the Sector R-1 Land/Project Land is annexed hereto and marked as **“Annexure D”**.

- (xvi) The estimated date of completion of Sector R-1/Project is December 2026 subject to Force Majeure Event as defined herein.
- (xvii) The said Apartment is located in the building \_\_\_\_ of Sector R-1/Project.
- (xviii) The Promoter shall have access to the Project Land together with all the internal roads and public access roads till such time the remaining construction on Sector R-1 as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects.
- (xix) It is clearly informed and represented that the Organisation of Sector R-1 shall be formed in the manner provided in Clause 15 below and the buildings constructed on the Project Land shall be conveyed in the manner provided therein.. The Sector R-1 Land/Project Land shall be leased on perpetual lease basis in favour of the Organisation of Sector R-1.
- (xx) With respect to the Common Areas and Amenities for Sector R-1, the Promoter represents as under:
- (a) The Common Areas and Amenities for Sector R-1 shall include a structure which is a podium for parking, another structure which is a clubhouse, a swimming pool and such other amenities as listed in “**Annexure G**” annexed hereto.
  - (b) The Promoter has informed and represented to the Allottee that the Allottees of the apartments in the Buildings in Sector R-1 shall be jointly entitled to use and enjoy the Common Areas and Amenities for Sector R-1.
  - (c) The Common Areas and Amenities for Sector R-1 may not be completed at the time when Intimation to take Possession is offered to the Allottee and the Allottee shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever. The said Common Areas and Amenities for Sector R-1 shall be provided/made available to the Allottee at the time when Occupation/Completion Certificate for the last Building in Sector R-1 is obtained.
  - (d) These Common Areas and Amenities for Sector R-1 shall be under the maintenance and administration of the Township Maintenance Agency (as defined in Clause 14 hereinafter) and

shall be for the common benefit, enjoyment and convenience of all the Allottees of the apartments in the Project.

- (e) The Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities for Sector R-1 to the Promoter for a initial period of 24 (twenty four) months in advance on/or before the Possession out of which 10% of the maintenance collected shall be used for maintenance of the Larger Land. In addition to the aforesaid maintenance charges, the Allottee shall, on/or before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter for the use of the Common Areas and Amenities of the Larger Land. After the conveyance of the Common Areas and Amenities for Sector R-1 in favour of the Organisation of Sector R-1 or pursuant to the expiry of the initial period of 24 months from the Possession Date whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for Sector R-1 to the Organisation of Sector R-1 and the maintenance charges towards the use of the Common Areas and Amenities for the Larger Land to the Promoter or at the instructions of the Promoter to the Township Maintenance Agency i.e Bluebell Township Facility Management LLP(as defined in Clause 14 hereinafter) who shall be in charge of the maintenance of the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Land.
- (xxi) With respect to the Common Areas and Amenities for the Larger Land, the Promoter represents as under:
  - (a) The Common Areas and Amenities for the Larger Land shall be for the common use of Allottees of the apartments in the various Sectors/Projects to be constructed on the Larger Land which Projects are located outside the lands that are earmarked and dedicated to each of these Projects but within the boundaries of the Larger Land as stated in **“Part A of Annexure H”** alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.

which are outside the boundaries of each of the Projects but within the boundaries of the Larger Land.

- (b) These Common Areas and Amenities of the Larger Land shall be under the maintenance and administration of the Township Maintenance Agency (as defined in Clause 14 hereinafter) and shall be for the common benefit, enjoyment and convenience of all the Allottees of the apartments in the Projects that shall be developed on the Larger Land.
  - (c) The Organisation of Sector R-1 shall be liable to contribute pro-rata towards the maintenance, taxes and outgoings payable in respect of the Common Areas and Amenities of the Larger Land.
  - (d) Except in case of the Optional Amenities (as stated hereinafter), the Common Areas and Amenities for the Larger Land shall be maintained out of the maintenance received from the Organizations of the various Projects developed on the Larger Land (including the Organization of Sector R-1).
- (xxii) With respect to the Optional Amenities for the Larger Land, the Promoter represents as under:
- (a) There shall be certain Optional Amenities for Larger Land that shall be provided by the Promoter which the Allottees of the apartments in the various Projects to be constructed on the Larger Land may avail by paying for the same. These paid amenities are listed in **“Part B of Annexure H”** annexed hereto.
  - (b) These Optional Amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to Township development.
  - (c) The Promoter shall be entitled to sell, convey, transfer and/or give to operate the Optional Amenities for the Larger Land for consideration or otherwise, to any third party. Such third party who becomes the Owner/Operator of the said Optional Amenities shall be entitled to frame rules for operation and utilization of said amenities and shall be entitled to charge separate fees as applicable from time to time to the Allottees/Purchasers who avail of these optional amenities. In

case of non-payment or non-observance of the rules, the third party Owner/Operator shall be entitled to discontinue the service to the Allottee/Purchaser.

- (d) Third Parties who are not Allottees in the Projects constructed on the Larger Land shall also have the option to use the Optional Amenities on payment of charges. The said Optional Amenities can be utilized by the Allottee or any person who is not an Allottee on the payment of separate charges/fees to such third party Owner/Operator as may be directed by the third party Owner/Promoter.
- (e) The Allottee may avail of the said Optional Amenities by submitting the necessary application and agreeing to abide by rules and regulations formulated by the Promoter or the third party Owner/Operator in that regard. The Allottee is not liable to oblige the Promoter by availing of the Optional Amenities and the Promoter and/or the third party Owner/ Operator is not liable to render the Optional Amenities to the Allottee merely by reason of the Allottee having purchased the said Apartment in the Project.
- (xxiii) The Organisation of Sector R-1 shall be a member of the Apex Body of the Larger Land and shall not claim any independent and/or separate rights in respect of the Common Areas and Amenities for Sector R-1 and/or in respect of Common Areas and Amenities for the Larger Land and shall co-operate in every manner whatsoever towards the use, enjoyment, management and upkeep of Common Areas and Amenities for Sector R-1 and the Common Areas and Amenities for the Larger Property.
- (xxiv) There are certain Open Spaces that are present in the Larger Land which shall belong to the Promoter absolutely. The Promoter shall be at liberty to decide the purpose for which these Open spaces shall be used. The Open Spaces shall belong to the Promoter alone and the Promoter shall be at liberty to deal with the same in such manner as the Promoter may deem fit and proper and the Allottees of apartments in the Project shall not have any claim, right, title and/or interest in these Open Spaces and/or shall not obstruct or object to the Promoter dealing with the same. The Ownership of the said Open Spaces shall belong



to the Promoter and/or its assigns. Further, the Allottee shall not obstruct the Promoter from passing/re-passing through the roads etc. for the purpose of accessing the said Open Spaces and construction, if any, thereon.

(xxv) It is further disclosed to the Allottee that the Promoter shall be entitled to exploit the entire development potential of the Larger Land while carrying out the construction/development of various Projects on the Larger Property. The Allottee, the Organisation of Sector R-1 and/or the Apex Body of the Larger Land shall not cause any restraint or objection or claim any rights in the development potential relating to the Larger Land including the Sector R-1 Land till such time the development of the entire Larger Land is completed by the Promoter in all respects. Upon the development of the entire Larger Land being completed, the Promoter shall transfer the then balance remaining rights of the Promoter in respect of the Larger Land in favour of the Apex Body of the Larger Land in such manner that the rights and obligations of all the Projects that are constructed on the Larger Land by then and its Allottee/s are clearly secured and well defined.

(xxvi) The Promoter has informed the Allottee that the Allottee shall be liable to contribute the maintenance charges in respect of the Common Areas and Amenities for Sector R-1 to the Promoter and the maintenance charges in respect of Common Areas and Amenities for the Larger Land shall be collected by Promoter/TMA in lumpsum from the Allottee as specified in **Annexure J**. The Allottee shall be required to contribute such amounts as may be determined by the Promoter/TMA from time to time. The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay the same to the Promoter.

## **7. ALTERATION IN THE LAYOUT, PLANS AND DESIGN**

- 7.1. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the present Proposed Land Use Map relating to the Larger Land.
- 7.2. The Promoter shall make all efforts that the Plan to the extent of Project Land contemplated under this Agreement is not altered unless absolutely required in the interest of the Project.

- 7.3. In case if any alteration, amendment, revision, additions, etc. sought by the Promoter relates to the said Building and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increases/ decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 3.10 above shall apply. The Allottee agrees and acknowledges that the Promoter shall not be required to obtain any consent from the Allottee if any such variations, modifications etc., do not affect the Apartment while doing so and the rights of the Allottee are not compromised in any manner whatsoever.
- 7.4. As stated above, the intent of the Promoter is to construct the Larger Land as an ITP. By reason thereof, a single layout plan of a part of the Larger Land has been sanctioned. The FSI/development potential, of the entire Larger Land is available to the Promoter for commercial exploitation. The Promoter has, however, for the sake of ease in construction and better administration, taken steps to develop the Larger Land in the form of smaller Projects, the Project being one of them. Whilst in strict terms the FSI/development potential of the Project would be lesser than what has been sanctioned and is reflected on the sanctioned plans related to the Sector R-1, the Promoter has been permitted by the sanctioning Bodies and Authorities/by enactment of Law to construct a higher potential on the Project Land since the development potential of the Larger Land is treated under the concept of global FSI. In light of the aforesaid factual position and inherent right of the Promoter, the Promoter is at liberty to alter the development potential that the Promoter is intending to exploit on the Project Land. The Promoter is thus entitled to alter the plans relating to the Project to the extent of altering the development potential/FSI that the Promoter shall exploit during construction of Sector R-1 without requiring to obtain the consent of the Allottee in respect thereof. In furtherance to the aforesaid, considering that the concept of global FSI is applicable to the Larger Land, any increase in FSI relating to the Project Land shall belong to the Promoter, if permitted under law, and the Promoter shall be entitled to exploit it whilst constructing the other Sectors on the Larger Land. This right of the Promoter shall prevail and not be disputed by the Allottee till such time the entire

Township is constructed and completed entirely in all respects by the Promoter.

- 7.5. In continuation of the aforesaid disclosure, the Promoter has further informed the Allottee and the Allottee hereby agrees and acknowledges that the right to amend any plan in respect of the Larger Land and/or Sector R-1 Land shall lie solely with the Promoter and the Allottee shall have no right of any nature whatsoever in the remaining development potential of the said Larger Land and/or Sector R-1 Land.
- 7.6. As per the Notification bearing No. TPS-1816/CR-368/15/20(4)/UD-13 dated 26/12/2016, if the Promoter considers to adopt the policy described under the aforesaid Notification then in that event all benefits arising thereby shall stand vested upon the Promoter. The Allottees shall not be entitled to the same and s shall not claim any right of whatsoever nature to the same.
- 7.7. Further, in light of the aforesaid, the entire development potential and any future increases or increments thereto relating to the Larger Land including the Project Land shall vest in the Promoter alone and the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the said Larger Land whilst undertaking its future Projects.
- 7.8. The Promoter declares that the Promoter shall utilize the prevailing FSI permissible in respect of the Larger Land and the future FSI which may become available in future in case of any modification to the Development Control Regulations.
- 7.9. If due to any change in the FSI rules, if additional FSI becomes available by whatever name called then in such event the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the Project Land or any part of the Larger Land by constructing additional structures or additional floors.
- 7.10. If due to any change in the applicable Laws or by introduction of any policy by the Government of Maharashtra or any other concerned Authorities any development benefit including FSI in any form is available in respect of the Project Land, as recipient plot, then in such an event, the Promoter shall be entitled to avail such benefits/including FSI in any form by utilizing the same on the Project Land or any part of the Larger Land.
- 7.11. The Promoter shall have the absolute, irrevocable and unconditional right and entitlement to and it may in its sole discretion effect and/or

cause to be effected, any extra and additional construction whatsoever on and in respect of the Project Land including, but not limited to, constructing additional floor/s or extensions on and/or other extension/s to all or any of the buildings on the Project Land including the said Building and/or construct additional and/or other building/s and/or other structures on the Project Land by utilizing the FSI in any form of the Project Land and/or the contiguous, adjacent or adjoining lands or properties at any time, including after completion of the said Building whenever the same is permitted to be constructed by PMRDA and other concerned Authorities.

- 7.12. The Allottee hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or wings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Allottee further agrees that he/she/they shall not be entitled to claim any rebate in the consideration or any other advantage from the Promoter on the ground of the Promoter making additional construction or on any other ground whatsoever.

## **8. COMPLETION**

- 8.1 Subject to Force Majeure Event, the Promoter shall complete Sector R-1 by December 2026 in the manner following:
- (i) Buildings A and G - by December 2020;
  - (ii) Certain Common Areas and Amenities for Sector R-1/Project as specified in Annexure G- by December 2020
  - (iii) Remaining Common Areas and Amenities for Sector R-1/Project as specified in Annexure G- by December 2021
  - (iv) Remaining buildings to be constructed on the project land – by December 2026
- 8.2 This Agreement relates to an Apartment intended to be purchased by the Allottee in Building \_\_\_\_\_. The Promoter shall, subject to Force Majeure Event, give the Intimation to take Possession to the Allottee on or before \_\_\_\_\_. The Intimation to take Possession shall be given by the Promoter only upon the Promoter obtaining Occupation Certificate relating to the said Apartment from the concerned Statutory Authority.
- 8.3 The Promoter shall complete construction of certain Common Areas and Amenities for Sector R-1/Project – as specified in “**Annexure G**”

by December 2020 and the remaining Common Areas and Amenities for Sector R-1/Project – as specified in “**Annexure G**” by December 2021 and the Allottee shall be entitled to use the same thereafter. The Allottee hereby agrees and confirms that the Allottee shall not demand for the same before \_\_\_\_\_ and shall not refuse or dispute in taking possession of their Apartment by reason thereof.

**9. FORCE MAJEURE**

- 9.1. The Promoter shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Building is delayed on account of Force Majeure Event as mentioned in Clause 1.14.
- 9.2. Upon a Force Majeure Event arising and the same continuing for a period of 30 (thirty) days, the Promoter shall inform the Allottee of the same and the Allottee shall acknowledge having been put to notice thereof. The consequences of the subsistence of a Force Majeure Event including extension of time period for completion shall be binding on the Allottee unconditionally.

**10. POSSESSION**

- 10.1. The Promoter shall within 15 (fifteen) days of receiving the Occupation Certificate of the Project give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of receipt of the Intimation to take Possession.
- 10.2. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above on payment of the balance consideration and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.
- 10.3. If the Promoter is unable to give possession of the Apartment to the Allottee by \_\_\_\_\_(since the Apartment is located in Building\_\_\_\_\_) on account of a Force Majeure Event then, the Promoter shall at the request of the Allottee and not otherwise, refund to the Allottee the amounts already received by it in respect of the Apartment together with Promoter’s Interest payable from the date the Promoter received

- the amounts till the date such amounts and the Promoter's Interest thereon have been repaid. In such a case, the Allottee shall execute and register a Deed of Cancellation in favour of the Promoter and the Promoter shall refund the amounts received by the Promoter from the Allottee (after deduction of all outstanding amounts, if any, payable by the Allottee to the Promoter, taxes, outgoings etc. and after excluding the taxes that have been paid by the Promoter to the Government/Statutory Bodies/Authorities and excluding the stamp duty and registration charges that the Allottee shall have paid on this Agreement) together with the Promoter's Interest within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation or such time period as may be mutually agreed between the Promoter and the Allottee.
- 10.4. In the event the Promoter fails to give the Intimation to take Possession to the Allottee for reason other than a Force Majeure Event, then in that case the Allottee shall be entitled to terminate this Agreement and upon such termination, the only remedy available to the Allottee shall be to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding the taxes that have been paid by the Promoter to the Government/Statutory Bodies/Authorities and excluding the stamp duty and registration charges that the Allottee shall have paid on this Agreement). In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee (after deduction of all outstanding amounts, if any, payable by the Allottee to the Promoter including taxes, outgoings) together with the Promoter's Interest within a period of 30 (thirty) days from the date of acceptance of termination by the Promoter in writing.
- 10.5. It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her/them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.
- 10.6. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the

**“Possession Date”** and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date. Further in such a case where the Allottee does not take possession within the specified period, the Allottee shall be liable to bear and pay the requisite transfer charges for getting the property tax pertaining to the said Apartment transferred in his/her/their name and the Promoter shall not be held liable to effect the transfer of the property tax in the Allottee’s favour.

- 10.7. It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Premises and the said Building including maintenance charges, local taxes, betterment charges or such other levies levied by the concerned Local Authority and/or Government, water charges, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Organisation of Sector R-1 for the use of the Common Areas and Amenities of Sector R-1 and the Common Areas and Amenities of the Larger Property.

#### **11. DEFECT LIABILITY PERIOD**

- 11.1. The provisions of the Act mandate a defect liability period of five years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.
- 11.2. The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Organisation the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party Contractors/Vendors.
- 11.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party Contractors/Vendors, then in that event wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or

Towers or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability obligation of the Promoter shall automatically become void and shall not be binding on the Promoter. The word defect here means only the manufacturing and workmanship defect's caused on account of willful neglect on the part of the Promoter, and shall not mean defects caused by normal wear and tear and by negligent use of Apartment by the Allottees/occupants, vagaries of nature etc.

- 11.4. It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage.
- 11.5. Further where the Manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter) are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.
- 11.6. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by Maintenance/Warranty Contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.
- 11.7. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/Tower includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same



shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

**12. USE AND OCCUPATION**

- 12.1. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever.
- 12.2. The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Building or to any one in its vicinity or neighbourhood.
- 12.3. The Allottee shall use the Covered Parking Space and/or open parking space allotted/affirmed by the Organisation only for purpose of keeping or parking the Allottees owned vehicle. The Covered Parking Space and/or open parking space allotted/affirmed by the Organisation is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles or for storage or any other use under any circumstances, inclusive of housing pets, cattle, animals etc.
- 12.4. The Allottee is aware that the parking space cannot be sold by the Promoter and the same forms part of the Common Areas and Amenities. The Promoter has however identified a car parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Organization.
- 12.5. It is agreed between the Parties, that the Covered Parking Space has only been identified and the same is not for an allotment or for a sale. The Allottee is aware that the allotment of the parking space will be governed by the rules and regulations of the Organization and that the identification made by the Promoter will be subject to its ratification by the Organization and there will be no obligation of the Promoter towards the same in whatsoever manner.
- 12.6. The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the Covered parking space and/or open car parking space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event any action/claim/dispute is sought by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter with regards thereto.

12.7. In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

### **13. TERMINATION**

13.1. The occurrence, happening or existence of any of following events shall be considered as the **“Allottee’s Event of Default”** -

- (i) Failure on part of the Allottee to make payment of any installments/outgoings/payments under this Agreement; or
- (ii) Failure on part of the Allottee to take possession of the Apartment within the time stipulated and in the manner set out hereinabove; or
- (iii) Breach by the Allottee of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement; or
- (iv) Any other acts, deeds or things, which the Allottee may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoter, amounts to an event of default. The Allottee hereby agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee.

13.2. On the occurrence, happening or existence of any of the Allottee’s Event of Default as stated above, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee or by email at the email address (**“Allottee’s Default Notice”**) 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. Upon failure of the Allottee to rectify/cure the Allottee’s Event of Default within the time period stipulated in the Allottee’s Default Notice, without prejudice to any other right or remedy available to the Promoter under the applicable Laws or as envisaged in this Agreement, the Promoter shall have the right to terminate this Agreement without any further notice/intimation to the Allottee. The Allottee shall forthwith come forward and execute and register a Deed of Cancellation in favour of the Promoter.

- 13.3. On and from the date of such termination on account of Allottee's Event of Default as mentioned herein above, the Parties mutually agree that the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. deduction of 10% of the total consideration together with any other amount which may be payable to the Promoter and subject to the adjustment/deduction related to the Government statutory dues, duties and taxes, bank loan, brokerage, if any) within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation, the consideration or part thereof which may till then have been paid by the Allottee to the Promoter (excluding the amount/s paid by the Promoter to various Authorities as and by way of taxes, duties etc.) but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.
- 13.4. The Promoter may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the booking price and the then prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
- 13.5. Upon the cancellation/termination, the Promoter shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that the Promoter shall adjust the amount due from Allottee first towards the interest due then towards taxes and then towards the consideration including all outstanding amounts like brokerage etc., if any, payable by the Allottee to the Promoter.
- 13.6. The Allottee agrees and undertakes to execute a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The

balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute, deliver and register the Deed of Cancellation.

- 13.7. The Promoter has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter shall refund the amounts refundable to the Allottee after deducting therefrom 10% of the consideration. Further, amounts already paid towards taxes, duties, outgoings, brokerage etc. shall also be deducted from the consideration.
- 13.8. It is expressly agreed between the Parties that in case the Allottee/s has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoter shall have an option to make payment of the refund amounts to the concerned bank/financial institution.
- 13.9. The said refund by the Promoter to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.
- 13.10. In the case of joint allotment of the Apartment in favour of joint allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottees.
- 13.11. The occurrence, happening or existence of any of following events shall be considered as the **“Promoter’s Event of Default”** -

- (i) Failure of the Promoter to give the Intimation to take Possession to the Allottee on or before \_\_\_\_\_; or
- (ii) Breach by the Promoter of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement, allotment letter, application for allotment; or
- (iii) Any other acts, deeds or things, which the Promoter may omit or fail to perform in terms of this Agreement, which in the opinion of the Allottee, amounts to an event of default.

13.12. Upon the cancellation termination of this Agreement on account of the Promoter's Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding taxes, duties etc. that have been paid by the Promoter to the Government/Statutory Bodies/Authorities). In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoter.

13.13. In an event the Promoter completes construction of the said Building before the estimated date of completion/possession, then the Allottee hereby agrees and undertakes to pay to the Promoter the consideration payable for early completed stage as per the payment linked to the said stage immediately on demand. Further, it is clarified that the Promoter will not be offering any early payment discount in such a case where the construction has been completed before the agreed timeline.

#### **14. TOWNSHIP MAINTENANCE AGENCY**

14.1. The Allottee specifically recognizes that the Project comprises of residential buildings and he/she/they is/are agreeing to purchase the Apartment situated therein. The Allottee is also aware that Sector R-1 requires proper and periodic maintenance and upkeep. The Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Amenities for Sector R-1 and the Common Areas and Amenities for the Larger Land shall be subject to payment of maintenance charges by him/her/them, amongst other charges, as determined by the Promoter or by the Organisation of Sector R-1 and the TMA of Larger Land respectively.

- 14.2. The Allottee is aware that the Allottee's rights are restricted to the use and enjoyment of the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Land and shall not entitle the Allottee to use the common areas and amenities pertaining to the other Projects being undertaken on the Larger Land which are outside the limits of Sector R-1.
- 14.3. The Promoter has entered into an Agreement with Bluebell Township Facility Management LLP ("**TMA**") whereby the Promoter has appointed the TMA to provide its services vis-à-vis the maintenance of the Common Areas and Amenities for the various Sectors that shall be constructed on the Larger Land (including Common Areas and Amenities for Sector R-1) and the Common Areas and Amenities for the Larger Land. A copy of the said Agreement shall be available at the Office of the Promoter for inspection by the Allottee. The said Agreement and the terms thereof and all amendments thereto shall be binding on the Allottee and its successors. The Allottee has been expressly informed of the same and the Allottee hereby expressly accords his/her/their knowledge in respect thereof.
- 14.4. In accordance with the aforesaid Agreement, the Allottee is required to pay the amounts that are set out in "**Annexure J**" annexed hereto to the TMA to enable the TMA to provide its services and maintain the Common Areas and Amenities for the Larger Land and the Common Areas and Amenities for Sector R-1 in the manner set out in the aforesaid Agreement. In case if the TMA is required to incur any capital expenses while maintaining these Common Areas and Amenities, then in that event the TMA shall be entitled to do so and appropriate the required amounts from and out of the amounts collected from the Allottee and other Allottees of the various Projects towards such capital expenses.
- 14.5. The Allottee has been expressly informed by the Promoter that the TMA shall be at liberty to seek for further amounts in case if the amounts collected by the TMA are insufficient for meeting with the expenses relating to the maintenance of the Common Areas and Amenities of the Larger Land and the Common Areas and Amenities for Sector R-1 in the manner set out in the aforesaid Contract.
- 14.6. The TMA shall be appointed or formed by Promoter which shall always remain an independent body in charge of the maintenance, supervision

- and control of the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Property. For the purpose of maintaining adequate discipline, hygiene, ambience, aesthetics and proper usage of the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Property, the TMA shall frame bye – laws/rules/regulations/policies inter alia regarding admission to and usage/maintenance/ repairs Allottee hereby agrees and undertakes to observe the same strictly.
- 14.7. The Organisation of Sector R-1 shall not be entitled to withhold payment of its said contribution to the said TMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the Organisation of Sector R-1, the said TMA shall be entitled to take actions against the Organisation of Sector R-1.
- 14.8. The TMA shall maintain the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Land out of the contribution paid by all the Organisations formed of the various Sectors of the Larger Land and the Allottee alongwith all other Allottees shall be entitled to use the same as envisaged under this Agreement.
- 14.9. The Organisation of Sector R-1 as well as the said TMA shall be entitled to increase the maintenance charges as and when required/necessary.
- 14.10. In case of default of payment of maintenance on part of the Organisation of Sector R-1 to the TMA, the TMA shall be entitled to i) discontinue the supply of utilities to the Organisation of Sector R-1 agreed hereunder and/or ii) discontinue supply of other services envisaged hereunder and/or iii) prevent the members of the said Organisation of Sector R-1 from using the said Common Areas and Amenities for Sector R-1 and the Common Areas and Amenities for the Larger Land or part thereof, iv) to levy appropriate fines/interest/ penalties on the Organisation of Sector R-1 until actual realization of the amount due from the Organisation of Sector R-1.
- 14.11. The Promoter and/or TMA shall be entitled to impose and collect toll/entry/parking fee for ingress to the ITP and/or to the Common Areas and Amenities for the Larger Land and/or the Optional Facilities, so as to restrict free access to the same.
- 14.12. The execution of the present Agreement by the Allottee shall be construed as the confirmation of the Allottee to the terms of the Agreement entered into between the Promoter and the TMA. The

Allottee hereby agrees and undertakes that if called by the Promoter to do so, the Allottee shall execute a separate maintenance agreement with the TMA for the purpose of reiterating the terms of the contract entered into between the Promoter and the TMA.

- 14.13. In addition to the maintenance undertaken by the Township Management Company, the Promoter as it may deem fit in the overall interests of the ITP, outsource control, management, giving maintenance etc. to any outside agency or agencies in respect of any particular or specific amenities and/or services and, if necessary, the Allottee shall execute appropriate agreement/s with such agency or agencies.

**15. FORMATION OF ORGANISATION OF SECTOR R-1**

15.1. The Promoter hereby informs and represents to the Allottee as under:-

- (i) The Promoter shall form an Organization of the Allottees of the apartments in Sector R-1.
- (ii) The Organisation of Sector R-1 shall be formed within a period of 3 (three) months from the date on which 51% of the total number of Allotees in the Project have paid their full consideration or from the date of obtaining Occupation/Completion Certificate in respect of the last building to be constructed on Sector R-1, whichever is later.
- (iii) The Promoter shall within a period of 6(Six) months from the date of the Organisation of Sector R-1 being formed, execute a sale deed in respect of the Buildings in Sector R-1 subject to the Promoter having received the Occupation Certificate for all the Buildings in Sector R-1 and having received the entire consideration payable by the Allottee/s of the apartments in the Buildings in Sector R-1. The sale deed shall be subject to such terms, conditions, covenants and undertakings on the part of the Organisation as may be required to ensure that the rights of the Promoter to sell the unsold apartments/flats/premises do not suffer and are protected. The Allottee hereby authorises the Promoter to draw up the draft of the sale deed and hereby agree to co-operate in the execution thereof.
- (iv) The Promoter shall prepare the transfer of title documents and transfer the Project Land (by way of grant of a perpetual lease) together with the Common Areas and Amenities for Sector R-1 (by



way of conveyance) in favour of the Organisation of Sector R-1 within a period of six months from the date of the last of the following being complied with: (i) the Project being completed in all respects (i.e. the Occupation/Completion Certificate of all the Buildings in Sector R-1 and the Common Areas and Amenities for Sector R-1 to be constructed on the Project Land being obtained), (ii) the Promoter having received the entire consideration, maintenance (Sector & Township) and other amounts payable by the Allottee/s of all the apartments in the Buildings in Sector R-1 and (iii) the Organisation of Sector R-1 having been formed.. The Organisation of Sector R-1 shall come forward and execute such documents immediately upon being called upon by the Promoter to do so to ensure that the Promoter complies with all its obligations and duties as provided under the Act. The Organisation of Sector R-1 and the allottees of the apartments in the buildings constructed thereon shall indemnify and keep indemnified the Promoter from and against any liabilities that may be imposed on the Promoter by reason of any delay on the part of the Organisation of Sector R-1 in coming forward and executing such transfer of title documents.

- (v) All costs, charges and expenses including stamp duty and registration charges payable on such transfer of title documents shall be to the account of such Organization and shall be borne and paid by the Organisation of Sector R-1.
- (vi) The Promoter shall form separate Organisations in respect of all the Projects that shall be constructed on the Larger Property. The Promoter shall transfer the title of the project lands of such Projects and the building/s constructed thereon in favour of the Organisations/Apex Bodies formed in respect of such Projects. Upon the entire Larger Land being developed, the Promoter shall form an Apex Body of the Larger Property. The Organization/s including the Organisation of Sector R-1 Larger Land shall admit themselves as members of such Apex Body of the Larger Property. Upon the Apex Body of the Larger Land being formed, the Promoter shall within a reasonable time execute a Deed of Conveyance in respect of the Common Areas and Amenities of the Larger Land and the reversionary rights in respect of the

Larger Property, if any, in favour of such Apex Body of the Larger Property.

- 15.2 The Allottee has understood the aforesaid disclosures/representations made by the Promoter and hereby expresses its agreement and concurrence to the aforesaid structure and grants its unconditional consent to join in the formation and registration of such Organisation to be known by such name as the Promoter 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 such Organisation and for becoming a member of such Organisation. The Allottee shall duly fill in, sign and return to the Promoter within 15 (Fifteen) days of the necessary applications/forms being forwarded by the Promoter to the Allottee in that behalf.
- 15.3 The Promoter hereby states, declares and informs to the Allottee/s that prior to or during or after completion of development and construction work of the project, various orders, permissions, NOCs, Licenses, Completion Certificates etc are required to be obtained by the Promoter on executions of certain Declarations, Undertakings and Indemnity. While granting those permissions and NOCs, the concerned Authorities have imposed certain terms and conditions, which are required to be observed and complied with from time to time. The Promoter hereby agrees to comply with those terms and conditions only till the time of project is handed over to the ultimate body of Allottee i.e. the Organization formed. However, thereafter it shall be sole responsibility of the said Organization of the Allottees to abide by all rules, regulations, conditions of the said orders, permissions, NOCs etc. and comply with the same and the Promoter shall not be responsible for the same after handing over of the project togetherwith its amenities to the Allottees ultimate body i.e. Organization. The list of orders, permissions and NOCs, which have been obtained till date have been given to the Allottee. Certified copies of the orders and permissions etc shall be handed over to the Organization.

## **16. TAXES, OUTGOINGS AND MAINTENANCE**

- 16.1. The Promoter has informed the Allottee and the Allottee has understood that the Allottee shall within a period of 30 (thirty) days from the date of the Intimation to take Possession and in any event before taking

possession pay to the Promoter the amounts set out in **Part A of “Annexure J”** annexed hereto. In case if the Allottee fails to make such payment, then the Promoter shall not be liable to handover possession of the Apartment to the Allottee. Failure on the part of the Allottee to make such payments/ad-hoc/lumpsum amounts to the Promoter shall be treated as an Allottee’s Event of Default and consequences as stated in this Agreement shall follow. The Allottee acknowledges such right of the Promoter and agrees and undertakes to accept the decision of the Promoter in such circumstances.

- 16.2. The Allottee shall be liable to bear and pay all taxes and outgoings as mentioned in **Part B of Annexure J** annexed hereto. The Allottee shall be liable to bear and pay pro-rata taxes and outgoings in respect of the said Premises, the said Building, the Project and Common Areas and Amenities for Sector R-1 namely local taxes, betterment charges or such other levies levied by the concerned Local Authority and/or Government, water charges, 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 Premises, the said Building and the Common Areas and Amenities for Sector R-1. In addition thereto, the Allottee shall also contribute towards the maintenance of the Common Areas and Amenities for the Larger Property.
- 16.3. The Allottee shall pay the maintenance charges to the Organization for Sector R-1 regularly. The maintenance charges payable by the Allottee shall be on ‘Per Square Meter Basis’ per month on area of the said Apartment. The rate of maintenance charges will be decided by the TMA. The maintenance charges payable by the Allottee to the Organization for Sector R-1 which shall in turn be handed over by the Organisation to the TMA shall be comprehensive in nature and shall include maintenance charges towards maintenance of the Common Areas and Amenities of Sector R-1 and the Common Areas and Amenities for the Larger Land (excluding charges towards Optional Amenities) and all other expenses necessary and incidental to the management and maintenance of the said Project. The Organisation of Sector R-1 alone shall be responsible to collect and recover both the maintenance (Sector & Township) charges from the Allottee and pay the same to the TMA.

16.4. With regards to contribution of the Allottee towards the outgoings, the Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities for Sector R-1 to the Promoter for a initial period of 24 (twenty four) months in advance on/or before the Possession out of which 10% of the maintenance collected shall be used for maintenance of the Larger Land. Till such time the Conveyance is executed in favour of the Organisation of Sector R-1, the Allottee shall continue to pay maintenance charges to the Promoter or the TMA, as decided by the Promoter. In addition to the aforesaid maintenance charges, the Allottee shall, on/or before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter for the use of the the Common Areas and Amenities for the Larger Land. After the conveyance of the Common Areas and Amenities for Sector R-1 in favour of the Organisation of Sector R-1 or pursuant to the expiry of the initial period of 24 months from the Possession Date whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for Sector R-1 to the Organisation of Sector R-1 and the maintenance charges towards the use of the Common Areas and Amenities for the Larger Land to the Promoter or at the instructions of the Promoter to the Township Maintenance Agency i.e Bluebell Township Facility Management LLP (as defined in Clause 14 hereinabove) who shall be in charge of the maintainence of the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Property as provided in “**Annexure H**” annexed hereto. It is clarified that for the period post the expiry of the initial period of 24 months, maintenance charges for the Common Areas and Amenities for Sector R-1 and Common Areas and Amenities for the Larger Property at such rate as decided by the Promoter/TMA shall be payable by the Allottee to the Promoter/TMA. In case if the Organization has been formed by then, then in that event, the Promoter shall be at liberty to call upon the Organization to collect the aforesaid maintenance charges from the Allottee and pay the same to the Promoter/TMA. The Allottee hereby expressly grants his/her/their concurrence to the aforesaid clause. Further, the terms and conditions relating to the utilisation of such amounts alongwith separate amounts of taxes, electricity, water, gas etc.to be paid by the Allotttee/sare enumerated in the “**Annexure H**”

annexed hereto and the Parties agree and undertake to abide by the same.

- 16.5. The Allottee undertakes to pay such amounts/charges including proportionate share of outgoings regularly on quarterly basis 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 Promoter/TMA to withhold services as specified in clause 14.10.
- 16.6. It is clarified that the Organisation of Sector R-1 shall be liable to bear and pay the taxes and outgoings relating to the Common Areas and Amenities of Sector R-1. The taxes and outgoings pertaining to Common Areas and Amenities of the Larger Land shall be collected by the TMA from the Organisation of each Sectors including the Organisation of Sector R-1 and shall thereafter be paid by the TMA to the concerned Authorities.
- 16.7. Upon completion of construction of the buildings forming part of the Sector R-1, the Promoter shall insure the same, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the Allottees at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee and the Allottee shall bear and pay the same. The Allottees / Organisation shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto.
- 16.8. The Promoter has informed and represented to the Allottee that the Allottee shall be liable to contribute towards the taxes and outgoings payable in respect of the Common Areas and Amenities of the Larger Property.
- 16.9. It is clarified that the Promoter shall be liable to bear and pay municipal/property taxes related to the unsold apartments in the said Building. However, no outgoings/maintenance shall be payable with regards thereto to the Organisation or TMA.

## **17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

- 17.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has clear and marketable title with respect to the Project Land in the manner provided in the Search & Title Report dated 21/09/2011, 20/11/2013, 29/03/2014 & 02/06/2014, Supplementary Search & Title Report dated 09/10/2013, 28/12/2015, 23/02/2017 and Search & Title Certificate dated 28/07/2017, 08/06/2018, 02/07/2019 annexed to this Agreement and has the absolute right to carry out development upon the Project Land;
- (ii) The Promoter has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;
- (iv) There are no encumbrances upon the Project Land except as disclosed in the Search & Title Reports, Supplementary Search & Title Reports and Search & Title Certificate and as disclosed on the RERA Website;
- (v) There are no litigations pending before any Court of Law with respect to the Project Land except as disclosed in the Search & Title Reports, Supplementary Search & Title Reports and Search & Title Certificate and as disclosed on the RERA Website;;
- (vi) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and the said Building are valid and subsisting and have been obtained by following due process of Law;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the said Property/Project Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (ix) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities provided, however the Allottee shall be liable to contribute towards the same on and from the date of possession/expiry of 30 days from the date of Intimation to take Possession, whichever is earlier;
- (x) No notice from the Government or any other Local Body or Authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said Property/Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project;
- (xi) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned Local Authority Occupation Certificate in respect of the Apartment;
- (xii) The Promoter hereby clarifies that the Common Areas and Amenities for the Larger Land are subject to changes as per any revision that may take place in the approvals and Plans. With regards to contribution of the Allottee towards the outgoings, the Allottee agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter the outgoings in the manner provided in **"Annexure J"** annexed hereto. The terms and conditions relating to the utilisation of such amounts are enumerated in the **"Annexure J"** annexed hereto and the Parties agree and undertake to abide by the same. The maintenance charges payable by the Allottee in respect of the Common Areas and Amenities for the Larger Land may change from time to time. The Promoter hereby reserves the right to make changes to the Common Areas and Amenities for the Larger Land as well as to revise the maintenance charges payable by the Allottee in that regard;

- (xiii) The Promoter states that there are certain pipes/cables/wires which are laid under the Project Land, which underlying cables relate to essential services that have been provided to the Allottees of the Project Land and in the case of certain pipes/cables/wires the provision with regards thereto may extend to other Projects forming part of the Larger Property. The Promoter hereby reserves his right to enter upon the Project Land and to undertake such work/activities as may be necessary for the purpose of maintaining/servicing/repairing/replacing such underlying pipes/cables/ wires.

**18. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

The Allottee represents and warrant to the Promoter as follows:-

- (i) The Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to the Promoter;
- (ii) The Allottee have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee for all or any of its assets and/or properties;
- (iv) The Allottee have neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her/their assets/properties are attached;
- (v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- (vii) he/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) he/she/they has/have not compounded payment with his/her/their creditors;



- (ix) he/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (x) he/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws;
- (xi) the Allottee has understood the entire scheme of development of the Promoter as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto.

## **19. MUTUAL COVENANTS**

- 19.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample Apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the Apartment and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement.
- 19.2. The Promoter shall be entitled to allot all apartments and covered parking spaces, to be constructed on the Project Land with a view that ultimately the Allottees of the various apartments in the Buildings shall be admitted as members of the Organisation of Sector R-1 to be formed in the manner stated above. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Apartment or covered parking spaces separately and independently and the Allottees of all the apartments shall be admitted as members of the Organisation of Sector R-1.
- 19.3. The Promoter shall, if necessary, become a member of the Organisation of Sector R-1 in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee/ transferee and/or the buyers thereof at the discretion of the Promoter, be admitted as members of the Organisation of Sector R-1 in respect of the said right and benefits. The Allottee herein and the Organisation of Sector R-1 will not have any objection to admit such assignees or transferees as its members.

- 19.4. The Promoter shall not be liable or required to pay to the Organisation of Sector R-1 any transfer fees/charges and/or any amount, compensation whatsoever. Further, the Promoter shall not be liable to contribute towards the unsold apartments.
- 19.5. The Organisation of Sector R-1 so formed shall not issue Share Certificate to the Allottee without obtaining a No-Objection Certificate from the Promoter certifying that the Promoter has no outstanding dues pending on any account to be received from the Allottee and remaining unpaid. If the Organisation of Sector R-1 issues share certificates to the Allottee without adhering to or abiding by the aforesaid condition, the Organisation of Sector R-1 shall be responsible and liable to pay such amounts due and payable, if any, by such Allottee to the Promoter.
- 19.6. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 19.7. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Organisation of Sector R-1. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Organisation of Sector R-1 to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said Building and the Project Land.
- 19.8. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Building.
- 19.9. It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the Project Land in the manner as the

Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress and/or egress to the Allottee from the Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

- 19.10. The name of the various Projects undertaken on the Larger Land shall be decided by the Promoter alone and shall not be changed at any time.
- 19.11. The Allottee's ownership right is restricted to the Apartment which he/she/they is/are purchasing under this Agreement. Any revenue that may be generated from the ITP or from the various Sectors by whatever means such as leases for hoardings, neon signs etc. shall be received by Promoter alone and the Allottee shall not have any rights in respect thereof.
- 19.12. The Promoter alone shall have right to allow and grant any kind of rights to the third person/s in respect of the infra-structures, amenities, facilities and utilities of the ITP on such terms and conditions which Promoter may deem fit and proper and the Allottees shall not have any right to interfere with and/or object to the same.
- 19.13. The Promoter has availed project finance / construction finance in the form of debentures from BEACON TRUSTEESHIP LIMITED and has created charge in respect of apartments in Buildings A, B, E, F & G on the Project Land in favour of the said BEACON TRUSTEESHIP LIMITED. Further the Promoter has also availed project finance/ construction finance from INDUSIND BANK LTD and has created a charge in respect of apartments in building C & D on the Project Land in favour of the said INDUSIND BANK LTD. The Promoter has prior to the execution of these presents obtained from the said BEACON TRUSTEESHIP LIMITED & INDUSIND BANK LTD, its No-Objection for the sale of the respective Premises by the Promoter in favour of the Allottee. The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter has availed of, or will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Project Land and/or the buildings to be developed and constructed

thereon and/or any receivables therefrom. The security interest created over the Project Land and the Buildings will be released, by the Promoter, at the entire cost and expense of the Promoter, from time to time, but in any event, prior to the Project Completion.

- 19.14. If the Allottee chooses to avail financial assistance from any bank/financial institution to acquire the Premises, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

## **20. ALLOTTEE'S COVENANTS**

- 20.1. The Allottee, with the intention to bring all persons into whomsoever's hands the Apartment may come, hereby covenants with the Promoter as follows:-

- (a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the said Building which may be against the rules, regulations or bye-laws of the Organisation of Sector R-1 or change/alter or make an addition in/to the Apartment or any part thereof and/or the said Building, without the consent of the Local Authorities, if required;
- (b) 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 said Building 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 said Building, including entrances of the said Building and in case any damage is caused to the Apartment and/or the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (c) To carry out at his/her/their own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state

and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in/to the Apartment or the said Building which may be contrary to the bye-laws of the Organisation of Sector R-1 or the rules and regulations of the concerned Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Authority;

- (d) 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 said Building 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 said Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoter. However, after the handover to the Organisation, to take the prior written consent of Organisation of Sector R-1;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building and/or the Project Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound of the said Building or on the Project Land;
- (g) Pay to the Promoter within 30 (thirty) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned Authority for giving water, electricity or any other service connection to the said Building;
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Authority, on account of change of user of the Apartment by the Allottee for any purposes other than for the purpose for which it is sold;

- (i) The Allottee 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 to the Promoter under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc.;
- (j) The Allottee shall observe and perform all the rules and regulations which the Organisation of Sector R-1 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 Apartment therein and for the observance and performance of the building rules, regulations and bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organisation of Sector R-1 regarding the occupation and use of the Apartment and the Common Areas and Amenities for Sector R-1 and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (k) Till such time the conveyance of the said Building and subsequently the basement and podium and the lease of the Project Land in favour of the Organisation of Sector R-1 is executed and till such time the Sector R-1 and the Common Areas and Amenities of Sector R-1 is completed in all respects, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine its state and condition and to pass through the Project Land for enabling smooth development and completion of Sector R-1 and the Common Areas and Amenities of Sector R-1;

**21. PROMOTER TO MAINTAIN SEPARATE ACCOUNT**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Organisation of Sector R-1 or towards the outgoings, legal charges and

other charges and shall utilize the amounts only for the purposes for which they have been received.

**22. CONSENT FOR MORTGAGE**

The Allottee hereby gives his/her/their express consent to the Promoter to raise any loan against the security by mortgage of the whole or part of the Project Land, the under construction/constructed buildings in the Project, the under construction/constructed Apartment in the Buildings and to mortgage the same with any bank/s, financial institutions or any other party. This consent is on an express understanding that any charge on the said Premises shall be cleared by the Promoter at their expense before the said Apartment is handed over to the Allottee/s.

**23. CREATION OF THIRD PARTY RIGHTS**

**23.1 BY THE PROMOTER:**

After the Promoter executes this Agreement, the Promoter 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 in the said Apartment.

**23.2 BY THE ALLOTEE:**

- (i) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the new Allottee shall jointly inform the Promoter in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and also the bye laws of the Organisation. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter.
- (ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.
- (iii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. The Allottee shall indemnify and keep indemnified the Promoter

against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.

- (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

**24. REDEVELOPMENT OF THE BUILDINGS OF SECTOR R-1:**

In the event the Buildings constructed on Sector R-1 Land become dilapidated and are required to be demolished and reconstructed, then the redevelopment of the same shall be undertaken on the following terms and conditions:

- (a) The Allottee's right shall be restricted to the FSI consumed for the Apartment;
- (b) Unconsumed balance FSI, additional FSI/paid FSI and any other benefits of all kind of the Project is and shall be the property of Promoter alone, which it can consume anywhere on the Larger Land at the sole discretion of the Promoter;
- (c) If the Allottee needs additional FSI for redevelopment, they may purchase it from the Promoter (if available with it) at the then prevailing rate;
- (d) The redevelopment plan should be approved in writing by the Promoter. If the redevelopment plan is in consistence or continuance of existing Township and does not disturb elevation of Township and does not affect the rights of the Promoter and other organisations, then the Promoter shall not withhold its permission/approval;
- (e) The redevelopment work will be done by the Promoter at the then actual development and construction costs;
- (f) If the Promoter is unable to redevelop and thus gives its NOC for allowing any other Promoter to redevelop, then the Allottee may get their Sector redeveloped through any other Promoter without affecting the rights of the Promoter in any manner whatsoever.

**25. MISCELLANEOUS**

- 25.1. Use of terrace– It is understood and agreed by and between the Parties hereto that the open spaces in front of or adjacent to the Apartment, if



any, are intended for the exclusive use of the respective Allottees. The terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned Authority and the Promoter or the Organisation of Sector R-1.

25.2. Provision for separate water supply –

(a) The Promoter has acquired rights in the land pertaining to S. Nos. 198/3/2, 198/2/1 and 198/2/2 which is adjacent to Pavana River, for Jackwell for supplying water to all Sectors of the Township. The Promoter has further purchased land bearing S. Nos. 27, 28, 29, 30 & 31 for laying water pipe line from the river Pavana to the Township. The said water pipe line is laid down for 3.0 Kilometers for the purpose of providing uninterrupted water supply to the residents of all the present and future Sectors of the said Township. The Promoter shall make necessary arrangements for providing water to the buildings in the said Project. However, in case of non-availability of water or insufficient water supply from the Irrigation Department or any other Authority and if the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the Allottees shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be part of common maintenance charges. The Allottees and the Organisation of Sector R-1 will have to pay the said cost of water supply as maintenance charges. The Promoter shall not be liable to pay any amount towards water charges or towards expenses for procuring water.

25.3. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the said Building, the said Sector R-1 Land or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment and the Internal Apartment Specifications hereby agreed to be sold to him/her/them. The said Building and the Project Land will remain the property of the Promoter until the Buildings of Sector R-1 (including the basement and podium) are conveyed to the Organisation of Sector R-1.

25.4. The Allottee confirms that the Allottee has visited and has physically seen the Project Land and is not entering into this Agreement solely on

the basis of any advertisement, information, brochure or oral representation concerning the said Apartment or the said Building.

25.5. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Apartment and the Project Land and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

25.6. For the purpose of this transaction, the details of PAN of the Promoter and the Allottee are as follows:-

(i) PROMOTER'S PAN – AABCI5807K

(ii) ALLOTTEE'S PAN -

## **26. WAIVER**

26.1. No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

## **27. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedules and Annexures hereto along with the payments due as stipulated in the Payment Plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Agreement shall have a

binding obligation upon the Parties only upon the execution and registration of the same.

**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, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, said Building or the Project Land.

**29. 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 Projects to be put up on the Project Land and the township shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**30. 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 this Agreement shall be deemed to be amended or deleted in so far as they are 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in the Project, the same shall be in proportion to the Carpet Area of the Apartment bears to the total Carpet Area of all the Apartment in the said Building.

**32. FURTHER ASSURANCES**

The 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.

### **33. NOTICES**

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

Name of Allottee

(Allottee Address)

Notified Email ID:\_\_\_\_\_

#### **KOLTE PATIL I-VEN TOWNSHIPS (PUNE) LIMITED**

Registered Office: Survey No. 74, Marunji-Hinjewadi-Marunji-

Kasarsai Road,Taluka Mulshi, District Pune 411057

Notified Email ID: [info@liferepublic.in](mailto:info@liferepublic.in)

- 33.2. It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.
- 33.3. In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

### **34. INDEMNITY**

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any

expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Premises and during the occupation, use and enjoyment of the said Building, the Project Land and the Common Areas and Amenities.

**35. GOVERNING LAW**

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

**36. JURISDICTION**

The appropriate Authority/Courts at Pune, as applicable, will have jurisdiction in the matter.

**37. STAMP DUTY AND REGISTRATION CHARGES**

- 37.1. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full.
- 37.2. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.
- 37.3. If the Allottee fails to execute and deliver to the Promoter 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 Promoter, then the Promoter shall be at liberty to serve a notice to the Allottee for rectifying the default, which if not rectified within a period of 15 (fifteen) 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.

### **FIRST SCHEDULE**

(Larger Land)

All that piece and parcel of land bearing Survey Nos. New 86 [ Old S.Nos. 78/1 part, 80 part, 81/1/A part , 81/1B ,81/2, 82/1 part , 82/2 ,82/3, 83 part, 86, 107/1 ,107/2 part , 110/1A part, 110/2 part, 110/1/B part , 111/1A/1 part , 111/1A/2 part, 111/1B part, 111/2 part , 112/1 part , 113/1A/1 part, 113/1A/1B/1 part, 113/1A/1B , 113/2 ,113/1A/2, 113/1B, 114/1 part, 114/2, 115/1part, 117 part, 118/1 part, 120/3, 121 part, 122, 123 ], New 74/B [old S.No. 74/2, 74/3, 74/9/2 ], 78/1Part, 80 part, 81/1/A part, 82/1 part, 83Part, 85/1 , 102/1 , 107/2 part, 110/1/B part, 111/1A/1 part, 111/1A/2 part, 111/1B part, 111/2 part, 113/1A/1 part, 113/1A/1B/1 part, 115/1part, 117 part, 118/1 part, 121 part, 77/1(Part), 77/2, 78/1(part), 80/1(Part), , 83/2(Part), 90/7/1, 90/9, 91/1(Part), 91/2, 91/3, 91/4(Part), 91/5, 91/6, 91/7(Part), 91/8, 92/1A, 92/2A(Part), 92/3, 92/4, 92/5, 92/6(Part), 92/7, 92/8(Part), 93, 95, 96/1/1(Part), 96/1/2(Part), 96/1/3, 96/2/1, 96/2/2(Part), 96/3(Part), 96/4(Part), 96/5/2(Part), 98(Part), 98/2, 100/1/1, 100/1/2, 100/2, 101(Part), 112/1(Part), 112/2, 114/1(Part), 119, 120/1, 120/2, 120/4/1, 120/4/2, 124/1/1, 124/1/2, 124/2, 125/1, 126/1(Part), 126/2, 127/1/1, 127/1/2(Part), 99/1/2(Part), , 113/1A/1B/1B(Part), 90/10(Part), 131/8(Part), 131/9, 131/10, 102/2(Part), 126/2/1, 73/9, 87/2, 24/3, 24/5, 25/1, 25/2, 26/1, 26/2, 26/4, 26/5, 26/6, 27/1, 27/3(Part), 69/1, 69/2/1, 69/2/2, 69/2/3, 69/2/4, 69/2/5, 69/2/6, 69/2/7, 69/2/8, 71(Part), 74/7(Part), 74/8, 74/9/1(Part) collectively admeasuring 1607777.50 Sq. Mtrs. lying, being and situated at Mouze Jambe, Nere & Marunji respectively, Tal. Mulshi, Dist. Pune.

### **SECOND SCHEDULE**

(Sector R-1 Project Land)

All that piece and parcel of the property i.e. Sector 1, known as “1st AVENUE”which is to be constructed on the part of the land described in the First Schedule written herein above on the portion of land admeasuring 43543.41 Sq. Mtrs. out of New Survey No. **86 part** [old Survey no. 113/1A/1 part + 113/1A/2 + 113/1A/1B/1 part+ 113/1A/1B + 113/1B + 113/2 &114/2 ,114/1 Part ], Survey No. 114/1(Part) and New Survey No. 74/B part [Old Survey Nos. 74/2, 74/3 ] which is shown on the plan annexed hereto by redcolour boundary line.

### **THIRD SCHEDULE**

(Apartment)

Apartment bearing **No.** \_\_\_\_\_ on the \_\_\_\_\_ **floor** of the building known as \_\_\_\_\_ having carpet area admeasuring \_\_\_\_\_ **sq. mtrs.** and exclusive right / facility to use \_\_\_\_\_ covered parking space/ \_\_\_\_\_ open car parking space to be allotted/affirmed by the Organization. Other areas which are beyond the Carpet Area consisting of 1] Enclosed balcony admeasuring \_\_\_\_\_ **sq. mtrs.** and 2] attached terrace admeasuring \_\_\_\_\_ **sq. mtrs.** in the project known as '**Sector R-1'/'1<sup>st</sup> Avenue**' which is being constructed on the property described in the Second Schedule written hereinabove, and which is shown on the plan annexed hereto by redcolour boundary line, and also together with right to enjoy all the common amenities and facilities of the said Sector – 1.

#### **FOURTH SCHEDULE**

(said Consideration)

#### **RECEIPT**

**RECEIVED** from the Allottee a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the Earnest Money/Booking Amount/Part Consideration payable by the Allottee to us on or before the execution of these presents in respect of sale of the said Premises.

**WE SAY RECEIVED**  
**FOR KOLTE PATIL I-VEN TOWNSHIPS (PUNE) LIMITED**

\_\_\_\_\_  
(Authorized Signatory)

**IN WITNESS WHEREOF** THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN. (AGREEMENT)

SIGNED SEALED AND DELIVERED

By the withinnamed “PROMOTER”  
KOLTE PATIL I-VEN TOWNSHIPS (PUNE)  
LIMITED

Through the hands of its Authorized Signatory

Mr. Nelson Misquith  
authorized videBoard Resolution  
dated19<sup>th</sup> October, 2011

In the presence of

\_\_\_\_\_  
PROMOTER

SIGNED SEALED AND DELIVERED

By the within named “ALLOTTEE/S”

\_\_\_\_\_  
ALLOTTEE/S

**IN THE PRESENCE OF :**

- 1.
- 2.



## **ANNEXURE J**

(Taxes and Outgoings)

### **PART A**

Provisional Maintenance Charges Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
for initial period of 24 months thereafter as demanded by the Promoter /  
Organisation

Lumpsum Maintenance towards Larger Property Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_)

For the period post the expiry of the initial period of 24 months, maintenance charges for the Common Areas and Amenities for 'Sector R-1'/'1<sup>st</sup> Avenue' and Common Areas and Amenities for the Larger Property shall be paid by Allottee as provided in Clause 16.4 of the Agreement.

### **PART B**

Individual electricity consumption as per meter reading.

Individual property tax: As per PMRDA/Grampanchayat/Any other Authority.

Piped Gas charges to be borne and paid by the Allottees - At Actuals

Stamp Duty & Registration Charges – As per Government norms.

VAT/SERVICE TAX/GST or any other taxes as per Government norms.

Water Charges, Hot Water charges, Internet,DTH& other services : At Actuals