

**GERA's River of Joy - Zone C (Row Houses)**

**ARTICLES OF AGREEMENT**

This Agreement made at Pune this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_.

**BETWEEN**

**M/s. Gera Realty Estates**, an Association of Persons, having its office at 200, Gera Plaza, Boat Club road, Pune 411 001 India, , hereinafter referred to as **"the Owner/Developer/Promoter"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

**...OF THE ONE PART**

**AND**

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

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

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

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

**...OF THE OTHER PART**

- I. 1. In this Agreement unless: –
- i. The context otherwise implies, the below expressions shall have the respective meanings assigned to them;
  - ii. The singular shall include plural and vice versa;
  - iii. The masculine gender or reference made thereto, shall include both the other genders and references thereto, as the context may require;
  - iv. The titles to the clauses are only for reference purpose and shall have no bearing on the contents thereof or on the interpretation of the clauses;

- v. The recitals and Schedules written hereunder and the Annexures annexed hereto form an integral part of this Agreement.
- vi. Reference to taxes whether specified or not includes all present and future taxes and levies.
- vii. Unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation.
- viii. Reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires.
- ix. Reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires.
- x. Bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof.
- xi. When any number of days is prescribed in any document, the same shall be reckoned excluding the first and inclusive of the last day.
- xii. Wherever the Purchaser/Allottee has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Purchaser/Allottee, in respect of and/or in relation to such act, deed, matter, thing, item, action, or provision.
- xiii. Time is of the essence in respect of the performance by the Purchaser/Allottee of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Owner/ Developer/Promoter in its discretion, such extended time period shall also be of the essence;
- xiv. All aggregate payments shall be paid by the Purchaser/Allottee on or before the due dates for payment thereof, and/or as demanded by the Owner/ Developer/Promoter, without any delay, demur, default, dispute, or deduction, whatsoever.
- xv. References to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in or annexed to this Agreement, as the case may be.
- xvi. References to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

**WHEREAS:**

- A.** There exists a part and parcel of land admeasuring 16203.13 sq.m. This land consists of Survey no.12/1 (part) admeasuring 222.13 sq.m and 13/1-A (part) admeasuring 15981 sq.m of Village Panelim identified as ‘Ganachi Sheer’ and ‘KUXAL GALLY MOLL’ situated at Panelim, within

- the limits of Village Panchayat Panelim Taluka Tiswadi Registration Sub-District of Ilhas District North Goa in the State of Goa herein after referred to as the PROJECT LAND more particularly described in First Schedule;
- B.** Vide Sale Deed dated 9<sup>th</sup> October 2006, executed between Smt.Irene Henriqueta Pereira E Barbosa alias Mrs.Irene Barbosa (as vendor) and Smt.Abolem Mahadev Kunkolienkar and 21 others (as confirming parties) and Inorbit Malls (Inida) Pvt. Ltd., (as Purchaser) duly registered under no.2681 at folio 226 to 385, of Book I Vol.697 in the office of Sub-Registrar Ilhas, the Vendors therein conveyed and transferred to Inorbit Malls (Inida) Pvt. Ltd., the land admeasuring about 1,70,000m<sup>2</sup> or thereabouts bearing sy.no.12/1, 13/1(part), 14/1(part) and 15/1(part) of Panelim Village, Sao Pedro, Village Panchayat se-old-Goa, Tiswadi Taluka, Sub-District Ilhas, Distirct North Goa(hereinafter referred to as the "ANEXO DO OITEIRO OU GUAZHXR E FUXALGALE" also known as 'KUXALGALLY MOL" also known as "GUACHI SHEER" "GUACHI XIR' admeasuring 1,80,385m<sup>2</sup> of there abouts, within Tiswadi Taluka Sub-District North Goa.
  - C.** Vide an Order dated 24<sup>th</sup> April 2008 passed in case no.LND/part/40/2008 by the Deputy Collector and Sub-Divisional Officer, Panaji the Partition of the full holdings of Sy.no.13/1, confirmed and the new survey and sub-division no.13/1-A, 13/1-B, of Panelim Village, Sao Pedro were directed to be recorded in the survey records.
  - D.** The Collector, Noth Goa District has issued sanad dated 6<sup>th</sup> June 2008 permitting conversion to Residential use for an area of 94,711m<sup>2</sup> from and out of the Entire Land, as more particularly stated in the Sanad (which includes the said Plot.
  - E.** The said project land belongs to the Owner/Developer/Promoter as having purchased the same under a Deed dated 14-08-2017 registered under Book No. I Doc.Reg.No.PNJ-BK1-2017 CD No.PNJD59 in the office of Sub-Registrar Ilhas.
  - F.** The Promoter is in possession of the Project Land;
  - G.** The Allottee applied for and is offered a Unit(herein after referred to as the said "Unit") in the said Building being constructed by the Promoter. The said "Unit"/"Apartment" has been more particularly described in Third (A) (i) Schedule written hereunder;
  - H.** The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the Promoter shall have the right to remove and substitute the Architects until the said entire project shall be completely developed;
  - I.** The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the Promoter shall, in its discretion, have the right to remove and substitute the Structural Engineers until the said entire Project shall be completely developed;
  - J.** By virtue of the said Sale Deed, the Promoter has sole and exclusive right to sell the Units in the said building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Units and to receive the sale consideration in respect thereof;
  - K.** On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the

Act and the Rules and Regulations made thereunder. The Allottee/s is duly satisfied with the same;

- L. Authenticated copies of Village Forms I and XIV or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Units are constructed or are to be constructed as **Annexure 1** ; The authenticated copies of Certificate of Title as **Annexure 2** issued by the Attorney at Law or advocate of the Promoter and Construction licence as **Annexure 3** are annexed herewith. The same is hereby to the satisfaction of the Allottee, acknowledged and confirmed by the Allottee/s;
- M. The authenticated copies of the plans of the Layout as proposed by the Promoter and approved by the Town Planning and Panchayat and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been/ shall be uploaded on the website of the RERA Authority and the plans have been inspected by the Allottee and the reference/relevant certificate number is marked as Annexure 4;
- N. The authenticated copies of the building plans and specifications of Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been inspected by the Allottee and the reference/relevant certificate number is marked as **Annexure 5**;
- O. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- P. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;
- Q. The Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans;
- R. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- S. The Allottee/s has full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The Promoter has made full disclosure to the Allottee/s as per law;
- T. Prior to the execution of these presents the Allottee/s has agreed to pay the consideration for the said Units detailed in the Fourth and Fifth Schedule hereto which includes a part payment received on or before the signing hereof. Along with the offer to purchase the Unit from the Promoter, the Allottee/s has requested to treat the monies paid in terms of the offer letter as a part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

- U. Under section 13 of the said RERA Act the Promoter is required to execute a written Agreement for sale of said Unit, more particularly described in the Third A (i) Schedule, with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties and the Allottee/s, having fully understood all the disclosures made by the Promoter, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit and the proportionate rights in the common general areas and common parking areas;
- W. The Owner/ Developer/Promoter is desirous of selling the Unit along with terraces, verandah (if applicable), balcony and utility and other premises to be developed on the said plot on what is known as "OWNERSHIP BASIS" and the Developer is entering into separate agreements for Sale of such Units with various Purchaser/Allottees on similar terms and conditions with a view that such Purchaser/Allottees shall form themselves into a Maintenance Society for the maintenance and management of the affairs of the common general areas and common parking areas of the project (excluding shared amenity areas);
- X. The Purchaser/Allottee/s is/are desirous of purchasing from the Developer Unit more particularly described in Third A(i) Schedule given hereunder being developed by the Developer on the said plot for a consideration and on the terms and conditions hereinafter contained.
- Y. The Promoter has registered/will be registering the Project under the provisions of the RERA Act and a authenticated copy of the registration certificate is/will be annexed hereto as **Annexure 10**;

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

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

**1. DEFINITIONS**

- a. "**Act of God**" or "**Force Majeure**" shall include but not be restricted to any natural calamity, act of legislature, restrictions by Courts, man-made calamity like riots, wars, civil commotion, accidents and any and all acts beyond the control of the Owner/ Developer/Promoter.
- b. "**Unit**" or "**Said Unit**" shall mean the Unit agreed to be purchased by the Purchaser/Allottee with carpet area of the Unit useable area (if any) of the terrace, useable area (if any) of the utility, useable area (if any) of the verandah, useable area (if any) of the balcony and proportionate share in the Common General areas, Common Parking Areas and right to use common amenities/areas/facilities which is more particularly described in Third Schedule hereunder.
- c. "**Carpet area of the Unit** shall mean the net useable floor area of a Unit. The carpet area shall exclude the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/Allottee, verandah area and/or exclusive open terrace area appurtenant to the said Unit for

exclusive use of the Purchaser/ Allottee. The carpet area includes the area covered by the internal partition walls of the Unit.

- d. **“Common Areas”** shall mean the Common General Areas plus the Common Parking Areas, the total of which is to be conveyed with proportionate title to the Unit Purchaser/Allottees.
- e. **“Common Amenity Areas”** shall mean the area of land with amenities described in Annexure 8 hereto which is to be conveyed with proportionate title to the Purchasers/Allottees. However, the right to use the same shall be with the Allottees of three Projects, i.e. Gera’s River of Joy Apartments, Gera’s River of Joy Zone A and Gera’s River of Joy Zone C.
- f. **“Common Area Maintenance” or “CAM”** shall mean the management, upkeep and maintenance of the Common Areas of the Project and includes but is not limited to cleaning/housekeeping, security, sanitation, upkeep of all common areas including any facilities/features/upkeep required to be provided on account of the directives under Environment Clearance issued by the Ministry of Environment and Forests. etc.
- g. **“Common Area Maintenance Charges” or “CAM Charges”** shall mean the charges payable towards the CAM, ground rents, taxes, water charges and costs payable to any authority. It shall include local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of house-keepers, gardeners, security, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s salaries, wages, of the people engaged for the ultimate body, electricity charges, water charges, all annual maintenance charges and maintenance costs of all equipment and machineries, including STP, elevators, DG set, mechanical parking (if provided), and all other expenses of and incidental to the management and maintenance of the said project land and structure. CAM Charges shall always exclude costs of water procured by tankers and costs of diesel.
- h. **“Common General Areas”** shall mean the areas, amenities and facilities within the Project, all within the Project Land, intended for the common use of, inter alia, Purchaser/Allottees, owners and occupants, from time to time of the Units and more particularly described in Seventh Schedule annexed hereto which is to be conveyed to the maintenance society with proportionate title to the Unit Purchaser/Allottees. Common General Areas shall exclude the area designated for parking of vehicles of visitors i.e shall always exclude Common Parking Areas.
- i. **“Common Parking Areas”** shall mean the aggregate visitor parking area (open at all levels) earmarked for the parking of vehicles of the visitors .
- j. **“Default”** shall mean any non-compliance of the terms and conditions of this Agreement and includes not making payments on or before the due date in terms of this agreement. A default is deemed to have occurred

immediately upon the breach of any condition or missing the deadline for payment of any amount or installment due.

- k. **“Discretion of the Owner/Developer/Promoter”, or “Owner/ Developer/Promoter’s discretion”**, and any grammatical variations thereof, shall mean, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Owner/ Developer/Promoter, which irrevocably binds the Purchaser/Allottee and all other concerned persons, and which shall not be called into question and/or challenged and/or disputed in any manner, on any grounds whatsoever, by the Purchaser/Allottee and all concerned persons.
- l. **“Entitlement” of the Owner/ Developer/Promoter, and/or the Owner/ Developer/Promoter being “entitled”**, and any grammatical variations thereof, the same shall mean and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Owner/ Developer/Promoter in its sole discretion, over and/or in relation to the act, deed, matter, or thing in question.
- m. **“Intent to terminate notice” or “cure notice”** shall mean a Notice sent or required to be sent to the Purchaser/Allottee or the Owner/ Developer/Promoter, as the case may be, by the other party, providing a period of 15 days to make good of the default. A Notice of default with a period to cure / make good the default shall automatically be considered as Intent to terminate notice or a cure notice.
- n. **“Liquidated Damages”** shall mean the pre-estimated liquidated damages payable by the Purchaser/Allottee together with the brokerage/commission paid to the estate agent/s in relation to the allotment of the Unit which the Parties mutually confirm that they consider the same to be reasonable and not amounting to a penalty.
- o. **“Maintenance Society”** shall mean a society consisting of the Purchasers/Allottees of all the Units in the Project, formed for the purpose of maintaining the Project land, however, the maintenance society shall not be responsible to maintain the Shared Amenities (The shared amenities shall be maintained by the SAMS).
- p. **“Notice”** shall mean any communication by the Owner/ Developer/Promoter to the Purchaser/Allottee or vice versa. The said communication shall be by e-mail or courier with the proof of delivery or Registered Post Acknowledgement Due. The Owner/ Developer/Promoter may at his discretion provide the Purchaser/Allottee access to a mobile application with web access. The Purchaser/Allottee shall install the App on a mobile phone or access via the URL provided by the Owner/ Developer/Promoter. In the event the mobile app is created, any communication over the application shall be considered a notice.
- q. **“Notice of default”** shall mean a notice sent by the Purchaser/Allottee or the Owner/ Developer/Promoter as the case may be to the other party describing the nature of any default that has taken place by the other party.
- r. **“Payment Plan/Schedule”** shall mean the payment plan/schedule more particularly described in the Fifth Schedule to this Agreement. The time of

payment or timely payment of each of the installments as per the Payment Plan/Schedule and/or any other payment due or payable under this agreement shall always be the essence of this Agreement.

- s. **“Permitted Assign”** shall mean an assignee approved by the Owner/ Developer/Promoter provided the assignment is to be done before the execution of the Deed of Conveyance in favour of the Purchaser/Allottee.
- t. **“Plans”** shall mean the plans, drawings and layout as currently approved and sanctioned by the Town and Country Planning Department and Construction License issued by the Panchayat and concerned Governmental Authorities in respect of the Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Owner/ Developer/Promoter in its discretion, in respect of the Project, or any part thereof, and/or as may be sanctioned and approved from time to time; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Owner/ Developer/Promoter may consider necessary and expedient, in its discretion and/or as required by any Governmental Authority.
- u. **“Premises”** shall mean the Unit more particularly described in the Third (A)(i) Schedule along with the exclusive right to use the garden area and/or parking area where applicable. The Premises are more particularly described in the Third (A) Schedule written hereunder.
- v. **“Project”** shall mean the row houses as is more particularly described in the Second Schedule and shall include the common areas more particularly described in the Seventh Schedule and Amenities described in Annexure 8.
- w. **“Project Land”** shall mean the land more particularly described in the First Schedule to this Agreement. In the event any additional land is subsequently added by following the provisions of law, the meaning of the word “Project Land” shall automatically stand amended to include such additional land.
- x. **“Said Building”** shall mean the Building of which the said Unit is a part. The building shall be the group/cluster of row houses that together form an independent building structure.
- y. **“Shared Amenities (SA)”** shall mean the list of amenities described in Annexure 8 and 9 hereto. These Shared Amenities shall be for the shared use by the purchasers/allottees of the projects, namely Gera’s River of Joy Apartments, Gera’s River of Joy Zone A and Gera’s River of Joy Zone C. The ownership of the amenities in each project shall be with the Allottees/Purchasers of the respective project in which the amenities are located. Further, the Allottee/Purchaser herein agrees to share the Shared Amenities described in Annexure 8 with all the unit Allottee/s of the other two above mentioned Projects in exchange for the Allottee/Purchaser being able to use the shared amenities of the other two projects. Termination/modification of this inter se amenity sharing arrangement shall be possible only if 100% of all the Purchasers/Allottees of all the three above mentioned projects (using such amenities) agree to such termination/modification. The proportion



of collection shall be based on the proportion of the sold number of premises in each of the said complexes. The costs shall be borne only by the unit purchaser/ Allottees and shall not be shared by the Promoter for unsold units.

- z. “Shared Amenities Maintenance Society (SAMS)”** shall mean a society set up for the purpose of maintaining the Shared Amenities amongst the Gera’s River of Joy Apartments, Gera’s River of Joy Zone A and Gera’s River Of Joy Zone C situated at Plot bearing S/No. 13/1A (part) and 12/1 (part), Village - Panellim, Taluka - Tiswadi, Goa, 403402. The maintenance societies of all the above mentioned Projects shall be members of the SAMS. Three of the appointed or nominated members of the committee of each maintenance society of each above mentioned project shall represent the respective maintenance society on the SAMS committee.
- aa. “Shared Amenity Maintenance charges (SAMC)”** shall mean the charges payable by the Maintenance society of each of the three Projects, i.e. Gera’s River of Joy Apartments, Gera’s River of Joy Zone A and Gera’s River of Joy Zone C, which shall inter se be collected from all the Allottees of the respective Projects, to the SAMS (set up for the maintenance of the Shared amenities). The charges shall be payable towards maintenance, management, operation and upkeep of all the amenities governed under the SAMS and shall include proportionate share land taxes, security, water charges, etc. incidental to and for the management and maintenance of the facilities and amenities. Each maintenance society shall contribute their proportionate share towards the Shared Amenity Maintenance Charges calculated as follows: Total cost of maintaining the Shared Amenities divided by the cumulative total area of all sold units (the Developer shall not be required to contribute maintenance charges for unsold units ) in all three societies (whether occupied or not) multiplied by the total area of all units in that society.
- bb. “Taxes”** shall mean all present, future, and enhanced taxes, imposts ,dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law and/or by Governmental Authorities, attributable to and/or in relation to and/or arising from and/or imposed or levied upon, the Agreement for allotment and sale herein, and/or the Unit and/or the Common areas and facilities and/or this Agreement and/or upon the Purchase Price and/or any or all of the other Payment/s referred herein, and/or upon the Ultimate body to be formed and/or in respect of the documents and writings to be executed in their favour, as contemplated herein and/or otherwise; and includes goods and services tax, education tax/cess, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any taxes, imposts, impositions, levies or charges, in the nature of indirect tax or in relation thereto, that is/are imposed or levied by any Governmental Authority.
- cc. “Terminable Default”** shall mean a default, whereby the non defaulting party is provided with the right to terminate this agreement in the following cases:
- i.** In the case of default not relating to payment is not cured or made good within the period mentioned in the termination notice;

- ii. In the case of default in making payment as per the due date mentioned in any cure notice;
  - iii. In the case of default in making payment immediately upon the occurrence of a default being the fourth instance of a delay in payment where the previous three delays were cured as per the cure notice or where any previous delay/s though not cured during the cure notice, were condoned by the Owner/ Developer/Promoter.
- dd. “Termination notice”** shall mean the notice by which this Agreement stands cancelled pursuant to a Terminable Default taking place.
- ee. “The Act”** shall mean the Real Estate (Regulation and Development) Act, 2016.
- ff. “Useable area of Terrace”** shall mean the area of the terrace, which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Purchaser. The area of the terrace shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing.
- gg. “Useable Area of balcony”** shall mean the area of the balcony, which is appurtenant to the net usable floor area of a Unit/ Apartment, meant for the exclusive use of the Purchaser/Allottee. When the balcony is enclosed, the carpet area shall be measured from the line of the Unit as per the sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the carpet area of the balcony.
- hh. “Useable area of Utility”** shall mean the area of utility, which is appurtenant to the net usable floor area of a Unit , meant for the exclusive use of the Purchaser/ Allottee. The area of the utility shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing or till the inside of the parapet wall, as the case may be.
- ii. **“Useable area of verandah”** shall mean the area of verandah, which is appurtenant to the net usable floor area of a Unit , meant for the exclusive use of the Purchaser/ Allottee.

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

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

## **3. DESCRIPTION OF THE PROPERTY**

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

The Owner/Developer/Promoter shall construct the said Project on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

#### **4. DESCRIPTION OF THE UNIT**

The Purchaser/Allottee hereby agrees to purchase from the Owner/ Developer/Promoter the Unit more particularly described in the Third (A) (i) Schedule hereto.

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

a. The Purchaser/Allottee hereby agrees to purchase from the Owner/ Developer/Promoter and the Owner/ Developer/Promoter hereby agrees to sell to the Purchaser/Allottee the Unit as described in the Schedule written hereunder at a consideration/Purchase Price more particularly detailed in the Fourth Schedule written hereunder.

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

c. The total price amount referred to in the sub clause above payable by the Purchaser/Allottee to the Owner/ Developer/Promoter is inclusive of: (i) Cost of the Unit , (ii) Towards club membership (iii) TP and Panchayat charges, (iv) Towards garden charges and (v) GED charges but excluding power supply and running costs.

d. The total above is excluding CAM charges, SAMC charges taxes and any other amounts specifically mentioned herein as payable. Further it excludes (a) diesel and water procurement by tankers or otherwise and consumption charges till the final hand over (b) any other dues as herein otherwise contained all of which shall be payable as may be applicable. The amounts due shall be paid by the Purchaser/Allottee as and when due and called upon to do so by the Owner/ Developer/Promoter in terms of this Agreement. It also excludes refundable deposits to be paid for the Unit to any Authority/ies.

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

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

e. The Total Price is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time and/or any Act of God or due to stoppage of work on account of a work stop order by any authority/ies or any strike or non-availability of labor or material which is beyond the control of the Owner/Developer/Promoter. The Owner/Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., or for escalation as provided in this clause, the Owner/Developer/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect or

supporting documentation authenticated by an Architect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

## **6. MODE OF PAYMENT**

a. The Owner/ Developer/Promoter shall send a notice to the Purchaser/Allottee intimating the Purchaser/Allottee the date the milestone mentioned in the Payment Plan is expected to be completed at least 7 days prior to the milestone to being completed. The Purchaser/Allottee shall pay the amount due under the said installment within the time stipulated in the notice and upon milestone being achieved.

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

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

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

e. The Owner/Developer/Promoter has considered rebates for early payment and factored in the same in arriving at the Payment Plan. This provision having been agreed between the Parties cannot be revised.

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

## **7. TAXATION:**

i. The consideration herein is exclusive of taxes. The Purchaser/Allottee hereby agree/s that in the event of imposition of any additional new tax or revision in taxes by Government of India or State of Goa or Gram Panchayat/Zilla Parishad/Collector/Authority which will affect development of the lands construction, purchase, sale of property then in that case, the Owner/ Developer/Promoter shall be entitled to claim the same from the Purchaser/Allottee on pro rata basis, if such tax is required to be paid then, such tax or burden will be calculated by the Chartered Accountant and project Architect. The calculations of such tax calculated by Chartered Accountant and project Architect will be provided to the Purchaser/Allottee and the Purchaser/Allottee shall be bound to pay the same. If such tax is levied before

the possession of the said Unit is given, then in that case the Purchaser/Allottee shall pay the same as due before taking possession and in case possession of the said Unit is given then in that case within 15 days from demand of such amount by the Owner/ Developer/Promoter. So also, if the tax is levied after possession, the Purchaser/Allottee shall be liable to pay his/her/its/their share of the same without demur.

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

iii. Amounts due from the Purchaser/Allottee shall automatically create a charge of the Owner/ Developer/Promoter on the said Unit.

iv. Any deduction of an amount made by the Purchaser/Allottee on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Owner/ Developer/Promoter under this Agreement shall be deemed to have been paid by the Purchaser/Allottee and received by the Owner/ Developer/Promoter and acknowledged / credited by the Owner/ Developer/Promoter, only upon Purchaser/Allottee submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Purchaser/Allottee after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession of the said unit whichever is earlier. Noncompliance of the terms of this clause shall be treated as non-payment or default on the part of the Purchaser/Allottee and Owner/ Developer/Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Owner/ Developer/Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Unit until Purchaser/Allottee complies with the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit , if any such certificate is not produced, the Purchaser/Allottee shall, on demand made by the Owner/ Developer/Promoter, pay equivalent amount as interest free deposit with the Owner/ Developer/Promoter, which deposit shall be refunded by the Owner/ Developer/Promoter on the Purchaser/Allottees producing such certificate within 4 months of the possession. Provided further that in case the Purchaser/Allottee fail/s to produce such certificate within the stipulated period of the 4 months, the Owner/ Developer/Promoter shall be

entitled to appropriate the said Deposit against the receivable from the Purchaser/Allottee.

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

- a. Without prejudice to the right of the Owner/ Developer/Promoter to charge interest in this Agreement, the Purchaser/Allottee on committing any default in payment of any amount due from the Purchaser/Allottee, under this Agreement on the due date, shall be considered a default or a terminable default, as the case may be. The word amount in this sub clause shall mean any dues due from the Purchaser/Allottee under any head in this Agreement.
- b. Any condonation or leniency shown by the Owner/ Developer/Promoter or delay or extension in timely raising of bill or invoice by Owner/ Developer/Promoter in this case shall not mean a waiver and shall not affect the right of the Owner/ Developer/Promoter to terminate this Agreement in terms of this clause.

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

The fixtures, fittings and specifications of the Unit to be provided by the Owner/ Developer/Promoter in the said Unit as are set out in the Third (B) Annexure, annexed hereto. The Purchaser/Allottee hereby agrees, declares and confirms that save and expect the fixtures, fittings as mentioned in the said Third (B) Annexure, the Owner/ Developer/Promoters shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the said Unit .

## **10. OPTIONS OF SPECIFICATIONS**

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

## **11. POSSESSION**

### **11.1 DATE OF POSSESSION**

- a. The Owner/ Developer/Promoter shall give possession of the Unit to the Purchaser/Allottee as per the date mentioned in the Sixth Schedule hereto.

**b.** In the event the Purchaser/Allottee is served with a notice to take possession, but does not do so within 30 days of the receipt or deemed receipt thereof, the Purchaser/Allottee shall be liable to pay the Owner/ Developer/Promoter a sum as mentioned in the Fourth (B) schedule as holding charges, which include the charge for looking after the Unit, replace any fitting/s that may get stolen and to provide the Unit in a proper condition when the Purchaser/Allottee comes to take possession thereof. This holding charge shall be applicable from the date the Purchaser/Allottee is being invited to take the possession till the date of possession.

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

**d.** The Purchaser/Allottee hereby agrees and confirms that it does not have any objection with regard to receiving the possession of the Unit at such early date from the Owner/ Developer/Promoter and, as such, hereby admits and undertakes to make full purchase price in respect of the Unit and all other amounts payable by the Purchaser/Allottee in respect of the Unit at such early date, in the event the Owner/ Developer/Promoter is able to expedite the development of the project and handover the possession of the Said Unit at such early date. It is clarified that in the event the Owner/ Developer/Promoter provides the possession of the Unit to the Purchaser/Allottee at such early date, then such early date on which the Owner/ Developer/Promoter offers the possession of the Unit shall be construed as the Possession Date under this Agreement. Provided however that the aforesaid Possession Date is subject to extension as per the dates provided at the time of registration of the project as per the Act.

## **11.2 PROCEDURE FOR TAKING POSSESSION-**

**a.** The Owner/ Developer/Promoter on its behalf shall offer the possession to the Purchaser/Allottee in writing upon receiving the occupancy certificate of the Project. In the event the Owner/ Developer/Promoter is claiming the right to occupy the Unit is deemed to have been given by the Authority, the Owner/ Developer/Promoter shall get a certificate from the Architect stating the same. This statement shall suffice as the Occupancy Certificate for this agreement.

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

**c.** Upon written request by the Purchaser/Allottee, the Owner/ Developer/Promoter shall confirm the final carpet area and usable area of the terrace (if any), usable area of the balcony (if any), usable area of the verandah (if any) and usable area of the utility (if any) that has been Purchased to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate or completion certificate is granted by the competent authority. In the event of any variation in the carpet area and usable area of the terrace (if any), usable area of the balcony (if any), usable area of

the verandah (if any) and usable area of the utility (if any) the Owner/ Developer/Promoter shall furnish details of the variation, subject to a maximum of four percent - it may vary up to 4% due to plaster, tiling, skirting, ledges and structural members etc. The total price payable for the carpet area and usable area of the terrace (if any), usable area of the balcony (if any), usable area of the verandah (if any) and usable area of the utility (if any) shall be recalculated upon confirmation by the Owner/ Developer/Promoter. If there is any reduction in the carpet area and usable area of the terrace (if any), usable area of the balcony (if any), usable area of the verandah (if any) and usable area of the utility (if any) within the defined limit then the Purchaser/Allottee shall deduct the proportionate amount and make the final possession installment. If there is any increase in the carpet area and usable area of the terrace (if any), usable area of the balcony (if any), usable area of the verandah (if any) and usable area of the utility (if any), the Owner/ Developer/Promoter shall demand additional amount from the Purchaser/Allottee, and the Purchaser/Allottee shall make this payment before taking possession of the Unit . All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and the sq mtrs. rate shall be derived therefrom.

**d.** In the event the carpet area and the usable area of the terrace (if any), usable area of the balcony (if any), usable area of the verandah (if any) and usable area of the utility (if any) is less by over 4%, the same would be treated as a terminable default and the Purchaser/Allottee/s shall have the option to claim a refund for the area or cancel the Unit purchase by issuing a termination notice to the Owner/ Developer/Promoter. In the event the carpet area and the usable area of the terrace (if any), usable area of the balcony (if any), usable area of the verandah (if any) and usable area of the utility (if any) is more by over 4%, the same shall be treated as a terminable default and the Owner/ Developer/Promoter shall have the option whether to provide a refund of the amounts paid and cancel the Unit purchase by issuing a termination notice to the Purchaser/Allottee/s or claim the proportionate extra amount for the extra area. In case either party exercising their right to terminate the process as per the termination and the consequences of termination herein shall be followed.

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

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



f. If the Purchaser/Allottee/s requests the keys to the Unit for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Purchaser/Allottee/s occupy the Unit /s before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees or any other fees or fines for the said pre-occupation of the said Unit by the Purchaser/Allottee/s then the Purchaser/Allottee will be solely liable at his/her/their own cost to pay the said amount or any other charges thereto for his/her/their own Unit and proportionate share to common areas and the Purchaser/Allottee/s shall keep the Owner/ Developer/Promoter indemnified for the same.

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

h. Owner/ Developer/Promoter shall give possession of the Unit/s to the Purchaser/Allottee as per the provisions of this Agreement. In case the Purchaser/Allottee fails to take possession within the time provided, the Purchaser/Allottee shall nevertheless be liable to pay maintenance charges as applicable 15 days after the date of receipt of notice by the Owner/ Developer/Promoter to take the possession of the said Unit.

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

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

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

a. If the Owner/ Developer/Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Purchaser/Allottee as defined in the Sixth schedule hereto, the Owner/ Developer/Promoter agrees to pay to the Purchaser/Allottee, provided the Purchaser/Allottee does not intend to withdraw from the Project, interest as specified in the Rules of the Act, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession.

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

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

- 1) War, civil commotion
  - 2) Act of God;
  - 3) Any notice, order, rule, regulation, notification or directive of the Government and/or other local or public or private body or competent authority/court/tribal/any quasi judicial body or authority;
  - 4) Any prohibitory order of any court against the development of the building/land;
  - 5) Flood, drought, cyclone, fire, earthquake, or any other calamity caused by the nature affecting the regular development of the real estate project;
  - 6) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labors etc.; or
  - 7) Delay on account of the following:
    - i. Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Owner/ Developer/Promoter; or
    - ii. Strikes or agitation by the workers, employees or laborers of the Owner/ Developer/Promoter or the contractors or suppliers; or
    - iii. Government seizures of the equipment and/or plant of the building
    - iv. Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;
    - v. Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Unit for reasons not attributable to the Owner/ Developer/Promoter.
    - vi. Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.
- d. The Owner/ Developer/Promoters shall, wherever it is necessary, intimate the authority in this regard.
- e. The Owner/ Developer/Promoter shall not be liable to pay any compensation to the Purchaser/Allottee for delay on any account of the abovementioned reasons & or situations or conditions.

## 12. **DEFECT LIABILITY**

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

## 13. **COMMON AREAS**

The common general areas and the common parking areas and common amenity areas, as described in the **Seventh Schedule A, B and C respectively** hereto, shall constitute the common areas and which shall ensure for the more beneficial use and enjoyment (in common with one another) of the holders, for the time being, of the various Units comprised in the said Project. Barring what is stated in the Seventh Schedule hereto, the Owner/ Developer/Promoter shall not be required to provide any further

amenities, facilities, equipment etc for the common general areas. The Purchaser/Allottee shall have no claim whatsoever in the common areas which will remain the area of the Owner/ Developer/Promoter until the Conveyance is done and until the charge is handed over to the Maintenance Society with proportionate title to the Purchasers/Allottees. The common areas and facilities as stated above shall be for the common use of all the Unit holders.

Though garden areas shall be of all the Purchasers/Allottees, it is the necessity and requirement of the Purchaser/Allottee that various garden areas be earmarked for the exclusive use of various Purchasers/Allottees in order to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Owner/Developer, on the request of the Purchaser/Allottee herein is keeping a register/record of such designations/selections of Garden areas to be done by the Purchasers/Allottees among themselves which selections are to be recorded in the documents of formation of the maintenance society and can be modified by the Purchasers/Allottees in terms of the said documentation. The Owner/Developer has not taken any consideration for such selection. It is specifically agreed by the Purchaser/Allottee herein that the above work is being done by the Owner/Developer ex-gratia on the request of the Purchaser/Allottee, and the same is not to be deemed as a sale by the Owner/Developer and that if for any reason it be held that such selection/designation of limited common areas (garden areas) by the Purchasers/Allottee of the Apartments/Units among themselves is not proper then the Purchasers/ Allottees shall be entitled to use entire areas in common with others and the Unit Purchaser herein shall not be entitled to ask for refund of any amount or for compensation as price herein agreed is only for the Unit.

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

**a.** The Purchaser/Allottee agree and undertake to pay, with effect from the date of completion or date of possession, whichever is earlier, irrespective of whether the Purchaser/Allottee has/have taken possession of the said Unit or not, the Purchaser/Allottee's proportionate amount as mentioned in the Fourth (C) Schedule towards bearing the cost of the CAM charges and amount as mentioned in the Fourth (D) Schedule towards the sinking fund for the repairs and maintenance of the building/s and/or the Project as determined by the Owner/ Developer/Promoter or the Ultimate body, as the case may be.

**b.** The Purchaser/Allottee is/are informed that the concerned authority will provide piped water supply in due course and the Purchaser/Allottee agree to pay for tanker/bore well water until the water is made available and thereafter in case of any shortfall in the water supply. The Owner/ Developer/Promoter is not required to pay for water for individual Unit Purchaser/Allottee or common area requirements.

The amounts collected under the Fourth (C) Schedule will be used along with the interest accrued for the CAM and shall cover all costs related to CAM Charges and all other expenses of and incidental to the management and maintenance of the said project land and structure(s). The Purchaser/Allottee hereby indemnifies and keep indemnified the Owner/ Developer/Promoter against the aforesaid payments and charges. It is agreed that the

Purchaser/Allottee shall pay the Purchaser/Allottee's proportionate share of the aforesaid charges to the Owner/ Developer/Promoter.

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

**d.** During the period, the Owner/ Developer/Promoter is managing the Common Area Maintenance, the Owner/ Developer/Promoter shall be responsible for cost of billing, collections, accounting and book keeping, banking formalities and managing the affairs of the common areas of the Project..The Purchaser/Allottees agree to reimburse the Owner/ Developer/Promoter for the aforementioned responsibility by paying a lumpsum amount calculated at the rate of 15% of all CAM charges. The Owner/ Developer/Promoter is not expected to bear the cost for paying wages to tradesmen such as plumbers, carpenters, masons, painters, electricians etc., from this lumpsum amount.

**e.** The Purchaser/Allottee hereby authorizes the Owner/ Developer/Promoter to collect the lump sum directly from CAM Charges account on a monthly basis.

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

**g.** The Owner/ Developer/Promoter, at its discretion and option, shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas for months or years with a view to ensure cleanliness thereof even after formation of the Maintenance Society. The Purchaser/Allottee and the Maintenance Society shall be bound by the said contract.

**h.** It is specifically agreed between the Parties hereto that even if before completion of the entire project or sale of all Apartments should the maintenance society be registered/formed, then for the unsold Apartments, the Owner/ Developer/Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.

**i.** Till a separate electric meter or a water meter is installed/Purchased/Allotteed by the GED, the Purchaser/Allottee herein hereby agree/s to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her/their Unit.

**j.** The Purchaser/Allottee herein has/have specifically agreed to pay his/her/their contribution for running and maintaining the lifts/elevators, generators (for common power consumption, inverters / batteries (if provided in the said building) irrespective of the floor on which the unit is located and also irrespective of the use of the lifts/elevators by the Purchaser/Allottee.

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

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

**m.** The Purchaser/Allottee hereby authorizes the Owner/ Developer/Promoter to collect the lumpsum directly from CAM Charges account on a monthly basis.

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

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

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

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

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

Within 90 days of handover of the accounts and amounts as mentioned above, the Owner/ Developer/Promoter shall provide an audited statement of income and expenditure for the amounts incurred for the maintenance and management of the Project. Once audited accounts are so provided no further details will be required to be provided to anybody. The Purchaser/Allottee shall be obliged to pay charges for maintenance and upkeep as provided herein and as per the audited accounts.

The accounts may be inspected by the Purchaser/Allottee and in case of any errors in the same, the Owner/Developer/Promoter shall correct the same. The Purchaser/Allottee may not raise issues/disputes as to selection of service providers, amounts payable for the services, price of purchase of materials, AMC figures incurred etc. Personal opinions of level of service by various agencies shall not be grounds for non-payment of maintenance for future. The expenses made by Owner/Developer/Promoter for the common area maintenance and upkeep shall be considered as made in good faith. The Purchaser/Allottee may question only items / issues of misappropriation or fraud, subjective payments are not available for scrutiny or discussion e.g. cost of security varies depending on the type of agency and guards and shall be provided and paid at the Owner/ Developer/Promoter's discretion. The Owner/ Developer/Promoter's liability shall cease once legal action is initiated against the person involved in any misappropriation.

r. If the Purchaser/Allottee fails to pay outstanding maintenance charges or any other charges as per the agreement to the Owner/ Developer/Promoter then it will be treated as charge of the Owner/ Developer/Promoter on the said Unit and the Owner/ Developer/Promoter shall have the right to treat the non-payment as a breach of this agreement and may lead to consequence, including termination, as stated hereinabove. On the other hand, at the entire discretion of the Owner/ Developer/Promoter, the Owner/ Developer/Promoter shall have the right to discontinue the maintenance if 20% or more of the Purchaser/Allottees have not paid their CAM charges.

PROVIDED however that such management by the Owner/ Developer/Promoter shall automatically cease and the liability of the Purchaser/Allottee to pay the management fee to the Owner/ Developer/Promoter as mentioned herein above shall cease as soon as the handing over of the Common Areas to the Ultimate body of the said Project Land in possession, management and control to the Ultimate Body as regards the building and the common areas takes place as envisaged herein. However, if the Purchaser/Allottees in arrears, the arrears will need to be paid. The Owner/ Developer/Promoter shall not be accountable or liable for any acts done in due course of such management. Arrears with respect to the same, by any Purchaser/Allottee, at the time of handing over of charge to the Maintenance Society shall be shown as receivable in the books of accounts and the responsibility to collect the same shall be of the Maintenance Society upon taking over the management of the Project.

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

t. A SAMS shall be set up for the maintenance of the Amenities as described in Annexure 9. The maintenance society of the 3 projects, more particularly stated in the clauses hereinabove, as members of the SAMS shall share the maintenance costs of the SAMS as defined by the Promoter in the constitution of the SAMS and SAMC.

u. The responsibility of complying with all statutory requirements after possession shall rest with the purchaser/allottee jointly or severally with the maintenance society as the case may be. The promoter shall be permanently indemnified by the purchaser/allottee against any action/outcome arising out of noncompliance including but not limited to fire and environmental compliances.

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

#### **14.2 CLUB HOUSE, RECREATION FACILITIES**

The club houses are a part of the shared amenities and will be for the enjoyment of the allottees/purchasers/occupiers, as the case may be, of Gera's River Of Joy Apartments, Gera's River Of Joy Zone A and Gera's River Of Joy Zone C. The management of shared amenities will be carried out by SAMS, i.e. Society formed for the management and maintenance of the SA, with the Maintenance Society of all the three above mentioned projects as the members of this Maintenance Society that will manage and maintain the amenities that are listed in Annexure 8 and 9 hereto. Three members of each of the three abovementioned maintenance societies shall be a part of the committee of the SAMS. The members of this SAMS shall manage and maintain the SA and the books and accounts of expenses with respect to the same. The Allottee/Purchaser herein agrees to give his/her/its/their irrevocable and unconditional consent, confirm and execute in case of a separate contract

or a document is required to be executed amongst the abovementioned three Projects with respect to the SA and/or SAMS and further agrees to cooperate and provide his/her/their/its assistance, with respect to the same, wherever and whenever required.

The purchaser/allottee would issue a single cheque in favour of the maintenance society of the Project Land, which would in turn issue a consolidated cheque in favour of the SAMS for the maintenance of the SA. The purchaser/ allottee who have outstanding arrears for a period of more than 7 days from the date of possession or for a period of 7 days from the date of demand by the Promoter/Owner/Developer and/or the Maintenance Society of the Project, if the possession is handed over, as the case may be, would not be eligible to enjoy the SA mentioned in Annexure 8 and 9. The same may, at the discretion of the Promoter/Owner/Developer, be treated as a terminable default and the consequences of the same shall ipso facto follow. While the non-eligibility to use on the above grounds is absolute, the amount shall nevertheless be due and payable and the purchaser cannot decide that he would rather not use the facilities and consequently not pay. This applies whether the premises are locked, in use by the Purchaser or any other person whosoever.

The Club House shall be available to and enjoyed by the Purchaser/ Allottee/s of the Units /s of all the three Project, subject to payment of CAM and/or SCA charges thereof. The same shall be usable by the Purchaser/Allottee/s in the Project, including, the Allottees of Units /s in the Buildings to be constructed, on the additional land, if any.

The Owner/ Developer/Promoter has informed the Purchaser /Allottee/s of the following facts, matters and circumstances that shall pertain to the Club House which the Purchaser /Allottee/s has fully read, understood, accepted and agreed to unreservedly, that is:

The Club House and other recreational facilities will be constructed and respectively have the one-time installation of equipment, infrastructure, amenities and facilities as the Owner/ Developer/Promoter may deem fit and appropriate to install and provide therein;

There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. (hereinafter referred to as "**the Events**"), held at the Club House, by the Owner/ Developer/Promoter, maintenance society or one or more of the Purchaser /Allottee/s of the Units, subject to the permission of the Owner/ Developer/Promoter and/or the maintenance society, as the case may be, and in accordance with the applicable laws, rules, regulations and formalities;

The ownership of the club houses shall be with the Allottees of the Project, in proportion to their respective share, in which the club house is located, after the conveyance with the proportionate title to the Allottee/s. The right to use the club house shall be with all the Allottee/s of the all the three abovementioned Projects and for same, the Allottees of all the three projects have unconditionally agreed to pay maintenance charges (SAMC) in their respective proportions through the maintenance societies of their respective projects.



## **15. FORMATION OF THE MAINTENANCE SOCIETY**

1. The Maintenance Society formed shall be named as defined in the Eighth Schedule.
2. All related costs for the registration of the maintenance society as referred to hereinabove shall be borne on a pro rate basis by all Purchaser/Allottees. If any amount is paid by the Owner/ Developer/Promoter, the same shall be reimbursed by the Purchaser/Allottee to the extent of his/her/their share.

## **16. CONVEYANCE**

- i. The conveyance deed in favor of the Purchaser/Allottee/s shall be drawn up by the Advocate of the Owner/ Developer/Promoter and shall contain such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said Unit/s hereby agreed to be sold into whose hands whomsoever the same may come) as maybe necessary for giving effect to the stipulations and restrictions mentioned or referred to herein. It shall also include covenants by the Purchaser/Allottee/s to indemnify and keep indemnified the Owner/ Developer/Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii. The Project land is a part of a larger layout. The Purchaser/Allottee/s shall have no right, except the right to use the SA or interest in the balance land beyond the project land. The Purchaser/Allottee/s shall not object or in any way be concerned with development beyond the project land.
- iii. The Purchaser/Allottee/s hereby authorizes the owners/representatives of the balance land (beyond the project land) to proceed with development, sale, transfer and do all things necessary as though the land were a separate property. The Purchaser/Allottee/s hereby agrees to execute any and all deeds (including and not limited to an assignable specific power of attorney) necessary to give effect to this clause.
- iv. The said Conveyance deed shall include the necessary provisions pertaining to the use of the common amenities areas, common parking areas and common general areas so as to assist in peaceful and harmonious use of the common amenities, common parking areas and common general areas by the Purchaser/Allottees.
- v. The said Conveyance deed shall also include provisions whereby Purchaser/Allottee shall not be entitled to any easement, except the right to use SA, or right of light or air, which would restrict or interfere with the free use of any neighboring or adjoining Unit/s of the Owner/ Developer/Promoter for building/s or other purposes and a declaration that the access and user of light and air to and for the said Unit purchased by the Purchaser/Allottee is enjoyed under the express consent of the Owner/ Developer/Promoter.
- vi. The timeline for completion of the conveyance and procedure to be followed shall be as per the Eighth Schedule.

- vii. The costs, charges and expenses in connection with the permissions for formation of the aforesaid maintenance society, and/or sanctions under the Income Tax Act, 1961 and/or any other law/s for the time being in force and premium, if any, payable therefore shall be borne and paid proportionately by all the Purchaser/Allottees of their respective Unit/ Apartment/s in the said Project Land. The Owner/ Developer/Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Owner/ Developer/Promoter of such costs, charges and expenses payable by the Purchaser/Allottee shall be paid by him/her/it/them immediately on demand.
- viii. The Advocates for the Owner/ Developer/Promoter shall engross and approve all documents, which are to be or may be executed in pursuance of this Agreement.

### **17. TRANSFER BEFORE CONVEYANCE**

Prior to the conveyance, if the Purchaser/Allottee wishes to transfer or assign his/her/their rights under this Agreement to a third party, the Owner/ Developer/Promoter shall act as a Confirming/Consenting party to the transfer and all rights and obligations of the Purchaser/Allottee as stated in the agreement between the Purchaser/Allottee and the Owner/ Developer/Promoter shall be conferred upon the transferee for which the Owner/ Developer/Promoter shall receive a processing and acquiescence fee for written confirmation, record changes, etc. as defined in the Fourth Schedule (E). Notwithstanding the above, the Owner/ Developer/Promoter shall retain the right to refuse a transfer till the completion of the Development without assigning any reason.

### **18. RIGHT OF OWNER/ DEVELOPER/PROMOTER FOR TOWERS ON THE TERRACE OF THE APARTMENT BLOCKS AND SIGNAGE**

The Owner/Developer/Promoter reserves its rights to place signage and/or network tower on the top terrace of the building in an area not exceeding 150 square meters. The Maintenance Society shall have the right to acquire the said right provided the same is compensated for by the Ultimate body to the Owner/ Developer/Promoter. The value will be arrived based on considering the monthly rent value of Rs. 2.5 lakhs (Rs.250,000/-) per month annualized and capitalized at the SBI prime lending (or equivalent) rate.

### **19. LEGAL, ADMINISTRATIVE & DG BACK-UP CHARGES**

In addition to the consideration herein mentioned, the Purchaser/Allottee shall pay to the Owner/ Developer/Promoter a lump sum as mentioned in Fourth (F) Schedule for meeting all legal and administrative costs and one time 100% DG back-up charges and expenses. The same includes but is not limited to, professional costs of the Attorney-at-Law/Advocates of the Owner/ Developer/Promoter in connection with formation of the said Ultimate body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and also costs for paperwork, documentation, billing, use of the mobile application till the time of handing over of the possession of the Unit and paperwork and facilitation of registration of conveyance documents. The aforementioned amount is payable prior to or at the time of taking possession and shall be paid on a lump sum basis and no account or breakup of the same shall be required to be provided. The amount

mentioned in this clause excludes any amounts that may arise as mentioned herein above.

**20. The said Unit is agreed to be sold subject to:**

**a.** Any scheme or resolution affecting the said Project Land or any part or parts thereof made or to be made by any authority concerned including the terms covenants stipulations and conditions contained in the hereinbefore-recited Agreement/s.

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

**c.** Any relevant and necessary covenants as may be stipulated by the Owner/ Developer/Promoter for the more beneficial and optimum use and enjoyment of the said Project Land (i.e. the said Project Land together with the building/s thereon) in general and for the benefit of any class of holders of any Unit and other premises, as the case maybe, or any part thereof.

**d.** All rights of water, water drainage, watercourse, light and other easements and quasi or reputed easements and rights of adjoining owners (if any) affecting the same and any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, water lines, gutters, fences and other like matters. The Owner/ Developer/Promoter shall not be required to show the creation of or define or apportion any burden.

**e.** The Purchaser/Allottee having been made aware that the Owner/ Developer/Promoter and/or its sister/associate concerns holds and/or intends to enter into arrangement whereby the Owner/ Developer/Promoter and/or its sister/associate concerns shall become entitled to hold other land/s with/without buildings thereon, in the vicinity or proximity of the said Project similar to the other Project being developed or to be developed on the said Project Land.

**f.** All the covenants and conditions ensuring for the benefit of the Owner/ Developer/Promoter, orders of layout, order of NA use, agreement/s made in respect of the Unit /s comprised in building/s to be constructed on and/or in respect of the potential of the other holding/s of the Owner/ Developer/Promoter and all terms and conditions stipulated or to be stipulated by the Owner/ Developer/Promoter in respect of the common areas to be provided for the benefit of the said Project Land or other land/s(contiguous or adjoining thereto) or any part/s thereof.

**g.** The use for the aforesaid purpose and all purposes -of and incidental thereto and /or for the more beneficial and optimum use and enjoyment of the portions of the said project land and/or any other land/s contiguous/ adjoining the same and/or any parts thereof of the Owner/ Developer/Promoter and/or their sister/associate concerns in such manner as may be desired by them, the Owner/ Developer/Promoter shall be entitled to grant over, upon or in respect of any portion/s of the said land all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers water, electricity, telephone, T.V, internet connections and/or installations and other services in the said Project Land and/or building and/or any other land/s contiguous/adjoining the said Project Land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Project Land and optimum use and enjoyment thereof in such manner as maybe desired by the Owner/ Developer/Promoter.

**h.** The Purchaser/Allottee hereby agrees to the irrevocable right of the Owner/ Developer/Promoter to complete the project through professional persons/concerns and/or agencies of the Owner/ Developer/Promoter's choice and said irrevocable rights will not be challenged by the Purchaser/Allottee

under any circumstances whatsoever regardless of who the Owner/ Developer/Promoter may appoint and the Owner/ Developer/Promoter may change or discontinue the services of any appointed professional, at the sole discretion of the Owner/ Developer/Promoter;

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

j. The Owner/ Developer/Promoter shall not be held responsible for any delay or inability on the part of the Gram Panchayat/Zilla Parishad/Collector/Authority to provide external road, streetlights and other facilities to the said project land. The facilities to be provided by the Gram Panchayat/Zilla Parishad/Collector/Authority are not a subject matter (and are outside the purview) of this Agreement and for which the Purchaser/Allottee cannot make any demand or claim against the Owner/ Developer/Promoter.

k. In the event of a time lag between completion, handing over possession to owners and /or handing over the management to the ad hoc body or to the maintenance society, the Owner/ Developer/Promoter will not be obliged to do any type of rework of the Building, Unit /s constructed on the said Project Land which was already carried out by the Owner/ Developer/Promoter (such as external painting, external tiling, etc.) and/or the Owner/ Developer/Promoter will not make any replacement of equipment installed by the Owner/ Developer/Promoter before and after the handing over the management of the said Building to the Ultimate body. The Purchaser/Allottee shall not be entitled to insist that the Owner/ Developer/Promoter do rework of any kind which was already carried out by the Owner/ Developer/Promoter and/or replace equipment installed by the Owner/ Developer/Promoter.

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

The Owner/ Developer/Promoter hereby represent, warrants and makes itself duty bound to the Purchaser/Allottee as follows:

(i) The Owner/Developer/Promoter has relied on the assurance of title provided by its advocate and states that its title to the land is clear and marketable title as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(ii) The Owner/Developer/Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project and shall obtain requisite approvals, from time to time, to complete the development of the Project;

(iii) There are no known encumbrances, including boundary disputes and/or any right, title, interest or claim of any party in or over the said Project Land except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said Project Land unto the said Ultimate body with such title on the execution of the final transfer deeds of the said Project Land and/or the building;

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

**(v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building shall be obtained by following due process of law and the Owner/ Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and common areas;

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

**(vii)** The Owner/ Developer/Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser/Allottee, the common areas to the maintenance society with proportionate title to the Purchasers/Allottees and the SA to the SAMS after receiving the occupancy certificate or the completion certificate or both, as the case may be.

**(viii)** The Owner/ Developer/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 Purchaser/Allottee/s created herein, may prejudicially be affected;

**(ix)** The Owner/Developer/Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and/or the Unit which will, in any manner, affect the rights of Purchaser/Allottee/s under this Agreement;

**(x)** The Owner/ Developer/Promoter confirms that the Promoter is not restricted, in any manner whatsoever, from selling the said Unitto the Purchaser/ Allottee/s in the manner contemplated in this Agreement;

**(xi)** At the time of formation of the maintenance society, the Owner/ Developer/Promoter shall handover the lawful, vacant, peaceful, physical possession of the common areas of the Project to the Managing Committee on behalf of the Purchaser/Allottees.

**(xii)** At the time of formation of the SAMS, the Owner/ Developer/Promoter shall handover the lawful, vacant, peaceful, physical possession of the SA to the Managing Committee on behalf of the Maintenance Societies of the three Projects;

**(xiii)** The Owner/ Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project till the

Unit is ready for handover of possession to the Purchaser/Allottee/s to the competent Authorities;

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

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

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

b. The Purchaser/Allottee hereby unconditionally agrees that the Owner/ Developer/Promoter is entitled to implement the scheme of development in respect of the said building/phase and shall be entitled to construct any additional buildings and structures in said Project in accordance with the sanctions and approvals obtained or to be obtained from the local authorities inter alia the Collector/ Zilla Parishad/Gram Panchayat/TP from time to time and by consuming the said entire development potential of the said entire Land and the Purchaser/Allottee having satisfied himself thereof, acknowledges, accepts, understands and agrees that the Owner/ Developer/Promoter is fully entitled to carry out and implement the development of the said building and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by the Owner/ Developer/Promoter without any dispute, protest or objection from the Purchaser/Allottee, but subject to at least 2/3<sup>rd</sup> of the Purchaser/Allottees having consented to the same. The Purchaser/Allottee, either as Purchaser/Allottee in respect of the said Unit or as member of the Ultimate Body, agree/s not to raise any dispute or objection to the Owner/ Developer/Promoter and/or its nominees in implementing the scheme of development of the said building/phase and/or making and effecting construction on the said Project Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. The Purchaser/Allottee further agree/s to extend all co-operation and assistance to the Owner/ Developer/Promoter in respect thereof at all times hereafter, even after taking possession of the said Unit and the Purchaser/Allottee, as member of the Ultimate Body, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Owner/ Developer/Promoter, in relation to the said entire Development Potential of the said Land and with the utilization, consumption and/or transfer thereof, including the right of the Owner/ Developer/Promoter to deal with or dispose of the same, in such manner as the Owner/ Developer/Promoter may deem fit, in their sole, absolute and unfettered discretion. The Conveyance Deed shall contain necessary covenants in favor of the Owner/ Developer/Promoter, in respect thereof. The Purchaser/Allottee

hereby further agree/s that even after formation and registration of the Ultimate body and at all times thereafter, the Purchaser/Allottee in his/her/their individual capacity and as member of the Ultimate body, shall not create any hindrance or obstacle for the Owner/ Developer/Promoter in exercising its rights to carry out construction and development of the said building/phase in accordance with the scheme of development, including any variations, amendments and/or modifications therein, and shall not raise any obstruction or interfere with its rights in relation thereto.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

**c.** The Owner/ Developer/Promoter shall be entitled to develop or construct any other phase, if any, with the right to utilize and/or avail the power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and services in the said Project and other conveniences and amenities for the aforesaid purposes and the Purchaser/Allottee hereby expressly accepts and consents to the same.

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

**e.** The Purchaser/Allottee or himself/themselves, with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Owner/ Developer/Promoter as follows: -

**i.** The Purchaser/Allottee agrees in perpetuity not to carry out any structural changes or to increase the size of the Unit /s in any manner including covering of terraces, balconies, etc or by means of any kind of extension, amalgamation etc. without the explicit permission of the Owner/ Developer/Promoter in writing. Also Purchaser/Allottee agrees not to alter the external elevation of the building and/ or to fix grilles of non-standard or non-uniform design, in no circumstances whatsoever at no time after taking over the possession.

**ii.** The Purchaser/Allottee is aware that the Owner/ Developer/Promoter has implemented and/or shall implement the scheme of development of the said building/phase, as specified herein. The Owner/ Developer/Promoter has informed the Purchaser/Allottee that for the speedy completion of the scheme of development of the said building/phase, it is required to and shall be entitled at all times, to carry out construction and/or any other allied work, including completion work of the structures in the said building/phase, and the Purchaser/Allottee shall, not only as the Purchaser/Allottee,s of the said Unit /s, but also as a member of Ultimate Body, as the case may be, not at any time raise

any objection or obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work, including completion work of the structures in the said building/phase. The Purchaser/Allottee shall not interfere with the rights, powers and authorities of the Owner/ Developer/Promoter in respect of implementing the scheme of development of the said building/phase. The Purchaser/Allottee hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Purchaser/Allottee does hereby undertake to co-operate with and render all assistance to the Owner/ Developer/Promoter, in respect of the development of the said building/phase;

- iii. The Purchaser/Allottee has seen, gone through, read and understood all the sanctions, approvals and permissions and agrees to abide by the same including to pay such deposits and amounts as may be required by the respective authorities, at the appropriate time and/or as and when called upon by the Owner/ Developer/Promoter. The Purchaser/Allottee, for himself/herself/themselves/itself and as member of the Ultimate body, hereby specifically agrees to pay and/or reimburse, proportionately with other members of the Ultimate body or otherwise, as the case may be, Operation and Maintenance Cost in respect of Environment Management Facility, and also to replace/reimburse, at the time when the management and administration of the Ultimate body shall be handed over by the Owner/ Developer/Promoter to such Ultimate Body, such deposits, bank guarantee and/or any other amounts which may have been paid by the Promoter and kept with the respective authorities during the development of the said building/phase in compliance of the terms and conditions contained in the environment related approvals and consents, and which will be required to be retained with such respective authorities in compliance and/or continuation of such environment related approvals and consents
- iv. To maintain the said premises at the Purchaser/Allottee's own costs and expenses in good and tenantable repair and condition from the date when possession of the said Unit /s is offered and shall not do or suffer or permit to be done anything in or to the said Building in which the said Unit /s is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Ultimate Body, or of the Owner/ Developer/Promoter or the concerned government, local or public or private bodies or authorities. The Purchaser/Allottee shall also not change, alter or make any addition in or to the said Unit /s or to any part of the said Building. In the event of the Purchaser/Allottee contravening any of the aforesaid provisions, the Purchaser/Allottee shall be responsible and liable for the consequences thereof; in the event of any damage to the structure of the Unit of the Purchaser/Allottee or other Purchaser/Allottee or the building is caused due to an act of the Purchaser/Allottee, he/she/they/it alone shall be responsible for the same and indemnifies the Owner/ Developer/Promoter in this regard.
- v. To carry out permissible alterations in the said Unit /s only after submission of plans and specifications thereof to the Owner/ Developer/Promoter and the ultimate body and/or the local authorities



(whosoever required) including the said TP/ Panchayat, as the case may be, and obtaining their prior written approval in respect thereof. If any alteration is carried out in the Unit /s of the purchase and the same leads to a leakage or damage to the neighboring Unit /s or the Units above or below or any other part of the building, the responsibility of repair and restoration of such other Unit /s shall be of the Purchaser/Allottee alone; Any such alteration shall be carried out by the Purchaser/Allottee of the Unit /s only after a certification of an Architect and Structural Engineer and under professional supervision and after obtaining permission from the authorities concerned and without consuming any FSI or TDR and after permission in writing from the Owner/ Developer/Promoter and the ultimate body.

- vi.** In the event, the Purchaser/Allottee carries out any unauthorized changes / construction/modification in the said Unit /s, or causes any damage to or permits / suffers any decay of/to the same, then the Purchaser/Allottee shall rectify and make good all defects, decays, want of repairs and unauthorized changes/construction/modification within 7 (seven) days from the date of receipt of a written notice from the Owner/ Developer/Promoter, the ultimate body, and/or from the concerned government, local or public or private bodies or authorities in that regard;
- vii.** To carry out, at his own cost, all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Owner/ Developer/ Promoter to the Purchaser/Allottee/s and shall not do or suffer to be done anything in or to the building in which the Unit is situated or to the Unit , which may be contrary to the rules and regulations and bye-laws of the concerned local authority/ies or other public authority/ies. In the event of the Purchaser/Allottee/s committing any act in contravention of the above provision, the Purchaser/Allottee/s shall be responsible and liable for the consequences thereof, to the concerned local authority/ies and/or other public authority/ies.
- viii.** To bear and pay proportionately or otherwise, as may be required, all amounts including increases in rents, rates, taxes, cesses, assessments, water charges, insurance and other levies, if any, which are or may be imposed by or payable to the concerned government, local or public or private body/ies or authority/ies, the insurance company and/or any other person/s in respect of the said Building and/or the said Project Land and/or structures thereon. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the user of the said Unit /s , i.e. user other than the user stipulated herein, then the Purchaser/Allottee shall be solely liable to bear and pay the entire amount of such increase/s;
- ix.** To observe, perform and comply with all the rules, regulations and bye-laws which the Owner/ Developer/Promoter may specify and those which the maintenance society and/or SAMS, may adopt or frame at its/their inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the Building/s and other structures in the said Project and the Premises and other Premises therein, and for the observance, performance and compliance of the building rules, regulations and bye-laws for the time being of the concerned government, local and public

or private body/ies and authority/ies. The Purchaser/Allottee shall also observe, perform and comply with all the stipulations, rules, terms and conditions laid down by the Owner/ Developer/Promoter and/or Maintenance Society, as the case may be, regarding the use of all common areas, amenities and facilities in the said Project and the Purchaser/Allottee shall pay and contribute regularly and punctually, towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement;

- x.** To co-operate with and give and render all assistance and facilities to the Owner/ Developer/Promoter, as the case may be, and to do and perform all acts, deeds, things and matters, as may be required by the Owner/ Developer/Promoter, from time to time, and at all times hereafter, including to sign, execute and admit execution of all necessary writings and documents as may be required by the Owner/ Developer/Promoter within 7(Seven) days of their respective intimations thereof and to attend its office in this regard, for the purpose of enabling the Owner/ Developer/Promoter's exercising and enjoying and effectuating its authorities, powers, rights, benefits and interests in respect of and/or relating to the said Project Land and/or the said Project, including, as mentioned in this Agreement, and for enforcing and putting into complete effect, the terms, conditions and provisions of this Agreement and all related or incidental documents and writings including the said Agreement and so as to enable the Owner/ Developer/Promoter to carry out and complete the development of the said Project in the manner that may be desired and deemed fit and as envisaged by the Owner/ Developer/Promoter, as mentioned in this Agreement;
- xi.** If the Purchaser/Allottee is/are obtaining a loan from any bank or financial institute for purchase of the said Unit /s, then it will be the sole responsibility of the Purchaser/Allottee to complete the formalities to obtain the loan and the Owner/ Developer/Promoter is not concerned for any reason whatsoever with such a procedure/formalities as well as the Owner/ Developer/Promoter shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Purchaser/Allottee on any account or for whatsoever reasons. The Purchaser/Allottee may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost with prior written knowledge of the Owner/ Developer/Promoter.
- xii.** To install split air-conditioner/s or wall A.C. in the Unit /s only in the designated space/s provided in the said Unit /s for the same and shall not install air-conditioner or wall air-conditioner/s or any other type in any part of the Unit /s which will protrude/project substantially outside the said Unit /s, or be required to be affixed/installed outside the said Unit /s;
- xiii.** To make suitable arrangement for removal of debris arising out of any interior decoration, renovation and furniture making or any other allied work in the said Unit /s. In case such debris is not removed by the Purchaser/Allottee, the Purchaser/Allottee shall pay/reimburse to the Owner/ Developer/Promoter, the cost incurred by the Owner/ Developer/Promoter in removal of such debris;

- xiv.** To permit, until the Deed/s of Conveyance is/are executed, the Owner/ Developer/Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land, the said Building, the said Unit /s or any part thereof, to view and examine the state and condition thereof and/or for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Unit /s for the benefit of the said Building or other building and in the said Project, as also for the purpose of disconnecting or cutting off supply of water and electricity to the said Unit /s and/or any other residential and/or other premises in the said Building in respect whereof, the Purchaser/Allottee herein and/or the owner/s or occupier/s of such other Units and other premises, as the case may be, shall have made delay/default in making payment of his/her/their/its share or contribution of the water and electricity charges and/or any other amount/s or outgoing/s. The Purchaser/Allottee shall not obstruct or hinder the Owner/ Developer/Promoter, or its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;
- xv.** Not to do or carry out any painting, decoration or other work to the exterior of or outside the Premises, without the prior written permission of the Owner/ Developer/Promoter and/or the maintenance society;
- xvi.** Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the said Project (except the Purchaser/Allottee's name plate at the designated place and not exceeding the size suggested by the Owner/ Developer/Promoter/ Maintenance Society), without the prior written permission of the Owner/ Developer/Promoter and the Maintenance Society;
- xvii.** Not to cover or enclose in any manner whatsoever, the open terraces / garden, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the said Unit /s as also the said parking space/s. If the Purchaser/Allottee would desire to affix/install grills to the windows, or grill/s or safety door/s to the main door/s of the said Unit /s, then the Purchaser/Allottee shall obtain the prior written permission of the Owner/ Developer/Promoter to do so and in order to maintain aesthetic / architectural elevation, the Purchaser/Allottee shall ensure that the designs and position thereof would be strictly in accordance with the stipulated designs and specifications and permission given by the Owner/ Developer/Promoter in that regard;
- xviii.** Not to hang clothes, garments or any other thing in the windows, balcony / balconies or the terraces/garden of or appurtenant to the said Unit /s;  
To take connection for Television only from the Common DISH Antennas.
- xix.** Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said Building and/or the other structures on the said Land or any part/s thereof, or

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

- xx.** Not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of any other Units , premises, and/or parking space/s in the said Building or in the said Project and/or to the owners or occupiers of any adjacent, contiguous or adjoining property/ies;
- xxi.** Not to construct/erect any brick or masonry wall/partition in the said Unit /s or to make any other structural additions or alterations of a temporary or permanent nature therein without the prior written consent of the Owner/ Developer/Promoter;
- xxii.** Not to demand partition of the Purchaser/Allottee's interest in the said Project Land. It being expressly agreed, understood and confirmed by the Purchaser/Allottee that his/her/their/its interest therein is impartible, and he/she/they/it shall not demand any sub-division of the said Project Land or of the said Project or any part thereof;
- xxiii.** Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy, as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to cause damage, the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser/Allottee/s or any person working on behalf/ under the instructions of the Purchaser/Allottee/s, in this behalf, the Purchaser/Allottee/s shall be liable for the consequences of the breach.
- xxiv.** Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter/Owner/Developer and/or the maintenance society.
- xxv.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any

portion of the project land and the building in which the premises is situated.

- xxvi.** In case post possession if Purchaser/Allottee commits default in payment of any amount of maintenance charges or any other amounts payable to the Owner/ Developer/Promoter then such a default shall be considered as a breach of this agreement and is liable for termination of this Agreement by following the provisions of the notice, etc. as hereinabove stated and the Owner/ Developer/Promoter can repossess the Unit from Purchaser/Allottee.
  - xxvii.** The Purchaser/ shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and prior written consent has been obtained from the Owner/ Developer/Promoter.
  - xxviii.** The Allottee/s shall observe and perform all the rules and regulations which the Maintenance Society and/or SAMS 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 building/s and the Units /Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority/ies and of Government and other public body/ies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the maintenance society regarding the occupancy and use of the Units/ in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xxix.** It is hereby agreed that the Owner/ Developer/Promoter has the exclusive right of allotment of different terraces or portions in the building to one or more person/s of their choice, for their exclusive use. It is hereby agreed that the areas mentioned in **Seventh Schedule** shall be the common areas and facilities and the Owner/ Developer/Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Owner/ Developer/Promoter thinks fit.
  - xxx.** The Unit allotted is a residential unit and the Purchaser/Allottee shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Owner/ Developer/Promoter or Ultimate body as the case may be.
  - xxxi.** The Purchaser/Allottee shall not erect dish or other antennae outside the Unit / building which shall be erected only in the place in the building designated for the same by the Owner/ Developer/Promoter.
- f.** Nothing contained in these presents shall be construed to confer upon the Purchaser/Allottee any right, title or interest of any kind whatsoever into or upon the said Project and/or any parts thereof and/or the building to be constructed thereon. Such conferment, subject as aforesaid, shall take place

only upon the execution of the conveyance deed in favor of the said maintenance society.

**g.** This Agreement is on the express condition that certain of the Units comprised in the said Project Land to be constructed/developed have or are being sold and/or Allotted, subject to the mutual rights of such other Purchasers/Allottees with regard to their respective Units /s and/or rights for use of the open/covered car parking/utility/balcony open space as aforesaid and that the user of each of such Units /s and the rights in relation thereto of each Purchaser/Allottees shall be subject to all the rights of the other Purchaser/Allottee in relation to their respective Unit /s. None of the Purchaser/Allottee of the said remaining Unit /s shall have any right whatsoever to and shall not use and/or occupy the said Unit /s, open space or covered parking space or any part thereof of other Purchaser/Allottee. Correspondingly the Purchaser/Allottee covenants that the Purchaser/Allottee shall exercise the Purchaser/Allottee's rights consistently with the rights of the other Purchaser/Allottees and shall not do anything whereby the Purchaser/Allottee of the other Unit /s is/are prevented from using or occupying or enjoying exclusively and/or jointly as the case may be their respective Unit /s including the open space, covered car parking space or whereby the rights of the other Purchaser/Allottee are in any manner affected or prejudiced.

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

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

The Owner/ Developer/Promoter hereby declares that the Floor Area sanctioned as on date in respect of the project land is as defined in the Second schedule (B1) hereto and Owner/ Developer/Promoter has planned to utilize Floor Area as defined in the Second schedule (B2) hereto. The Owner/ Developer/Promoter has disclosed the maximum Floor Area as defined in the Second schedule (B3) hereto that may be utilized on the project land in the said Project and Purchaser/Allottee has agreed to purchase the said Unit /s based on the proposed construction and sale of Units to be carried out by the Owner/ Developer/Promoter by utilizing the Maximum Floor Area (B3) and on the understanding that the declared proposed FSI shall belong to the Promoter only. To the extent of use of such Floor Area upto the area in B3, the Purchaser/Allottee give/s his/her/its/their irrevocable consent.

It is possible that the FSI (including by loading of TDR) may increase by upto two times. The Owner/ Developer/Promoter alone shall be entitled to the benefit thereof and shall be entitled to load the same on the said project or in case the available FSI is unused before the conveyance, then the same shall belong to the Owner/ Developer/Promoter and the Owner/ Developer/Promoter can take it as TDR or floating FSI or compensation as permitted by the TP Rules.

The Owner/ Developer/Promoter shall at all times hereafter including before or after transfer of the said land have the unfettered and unrestricted right to avail

of the F.A.R. and rights for use of TDR or FSI as may be permissible for the said Project Land.

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

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

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

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

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

After the Owner/ Developer/Promoter executes this Agreement, and so long as this agreement is not cancelled, it shall not mortgage or create a charge on the Unit 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 Purchaser/Allottee who has taken or agreed to take such Unit .

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

- i. Forwarding this Agreement to the Purchaser/Allottee/s by the Owner/Developer/Promoter does not create -a binding obligation on the part of the Owner/ Developer/Promoter or the Purchaser/Allottee/s until, firstly, the Purchaser/Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee/s and secondly, the Purchaser/Allottee/s appears for the registration of the same before the concerned Sub- Registrar as and when intimated by the Owner/ Developer/Promoter. If the Purchaser/Allottee(s) fails to execute and deliver to the Owner/ Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/ Developer/Promoter, then the Owner/ Developer/ Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee/s, application of the Purchaser/Allottee/s shall be treated

as cancelled and all sums deposited by the Purchaser/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/Allottee/s without any interest or compensation whatsoever.

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

## **28. ENTIRE AGREEMENT**

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

## **29. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

That the Purchaser/Allottee and the assigned Purchaser/Allottee agree/s that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by any Government Agency/ies including any compensation/benefit given to the Owner/ Developer/Promoter in turn for which no conveyance has occurred to the Ultimate Body expressly stated in this agreement and for which no consideration is specially dispensed by the Purchaser/Allottee to the Owner/ Developer/Promoter for the same.



Save and except his/her/their/it right to enjoy and used the Unit purchased by him/them and any other right given by the Owner/ Developer/Promoter to the Purchaser/Allottee for which consideration is paid.

The Purchaser/Allottee shall give to the Owner/ Developer/Promoter copy of the document of transfer. The Purchaser/Allottee shall ensure that all laws regarding the same adhered to and inform the police and other authorities regarding the same as necessary. The person/s who will be in possession or use of the Unit shall be bound by the terms of this agreement and conditions contained in the permission letter of the Owner/ Developer/Promoter. The Purchaser/Allottee shall ensure and shall always be liable to ensure that miscreants will not be permitted use of the Unit and that peace and grandeur will be preserved. The Purchaser/Allottee shall keep the Owner/ Developer/Promoter harmless and indemnified regarding the same.

### **31. SEVERABILITY**

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

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

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

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

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

Wherever in this Agreement it is stipulated that the Purchaser/ Allottee/s has/have to make any payment/s, in common with other Purchasers/Allottee/s in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

#### **34. FURTHER ASSURANCES**

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

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

In the event of default, the non-defaulting party shall issue a cure notice to the defaulting party.

In the event the defaulting party completely cures the default within the stipulated period, the default shall then cease to be a default.

In the event the defaulting party fails to completely cure the defect as per the default notice, the default shall be treated as a terminable default in such case or in any other terminable default. The non-defaulting party may without further notice proceed with termination as provided herein.

If any amount due and payable by the Purchaser/Allottee/s remains unpaid then the Owner/Developer/Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/Allottee/s or from any amount payable to the Purchaser/Allottee/s and adjust the account accordingly and in case still there are dues from Purchaser/Allottee/s shall raise demand accordingly.

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

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

(1) Notwithstanding anything contained above and subject to (2) and (3) below, upon termination of this Agreement by the Owner/ Developer/Promoter in event of default by the Purchaser/Allottee, the Owner/ Developer/Promoter is entitled to forfeit 10% of the amount as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any – in the manner set out below) to the Purchaser/Allottee without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever.

(2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the Owner/ Developer/Promoter to the Purchaser/Allottee within 30 days from the date of termination of this Agreement, subject to the execution and registration of the Deed of Cancellation in favor of the Owner/ Developer/Promoter.

(3) Further, in the event of the price agreed to be received on such transfer/sale of the Unit in favor of a third party is less than the total price of the Unit specified above, and the termination is caused due to a breach of the Purchaser/Allottee or by the Purchaser/Allottee with no fault of the Owner/ Developer/Promoter, the Owner/ Developer/Promoter shall have the right to

recover the differential amount from the Purchaser/Allottee, or adjust the same against the amounts refundable to the Purchaser/Allottee as above in the sub clause of this clause. However, in the event of the consideration to be received by the Owner/ Developer/Promoter on transfer/sale of the Unit in favor of a third party is more than the consideration price of the Unit charges to the Purchaser/Allottee, the Purchaser/Allottee shall not be entitled to stake any claim in respect of such excess consideration received by the Owner/ Developer/Promoter and the same shall belong to and be appropriated solely by the Owner/ Developer/Promoter. Keeping this in mind, an amount equivalent to 10% of the purchase consideration agreed upon shall be retained by the Owner/ Developer/Promoter till the Unit is finally sold to another Purchaser/Allottee. The said retained amount shall be held without interest and shall be refunded within 8 days of the transfer/entering into any agreement with a new Purchaser/Allottee subject to deduction as aforesaid. In the event the new Purchaser/Allottee agrees to a figure larger than the consideration agreed upon, the entire retained amount as aforesaid shall be refunded within the said period of 8 days. If however no new Purchaser/Allottee is found within 180 days of the termination, and retention as aforesaid, the Owner/ Developer/Promoter shall refund the entire retained amount within 8 days thereof.

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

(5) **a.** The Purchaser/Allottee is/are aware that depending upon various promises and assurances given by the Purchaser/Allottee, the Owner/ Developer/Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Purchaser/Allottee for any reason whatsoever, the Owner/ Developer/Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated for any reason whatsoever, the Owner/ Developer/Promoter shall be entitled to retain, withhold and forfeit an amount equivalent to 10% of the consideration value mentioned in clause 5 herein from and out of the amount paid by the Unit Purchaser/Allottee to the Owner/ Developer/Promoter and the Owner/ Developer/Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Owner/ Developer/Promoter on resale of the said unit. In this case reduction in price of the Unit will be considered as damages/loss of the Owner/ Developer/Promoter in addition to other loss and expenses

**b.** The Purchaser/Allottee agrees that upon termination of this Agreement as aforesaid, the Owner/ Developer/Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Purchaser/Allottee hereby irrevocably authorizes the Owner/ Developer/Promoter to dispose off and sell the Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Owner/ Developer/Promoter may deem and think fit in its absolute discretion and the Purchaser/Allottee shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Purchaser/Allottee shall cease to

have any right title interest claim demand of any nature whatsoever against the Unit (including rights incidental thereto) or any part thereof and/or against the Owner/ Developer/Promoter.

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

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

**e.** No interest shall be payable if the termination is due to the breach of the Purchaser/Allottee which is not cured inspite of a notice.

**f.** Without prejudice to whatever stated in this clause, none of the other rights, remedies, contentions, compensation and claims available to the Owner/ Developer/Promoter against the Purchaser/Allottee on facts and in law and/or as a result of such termination, shall however, be adversely affected or prejudiced.

**g.** In the event the termination not due to a breach of the Owner/ Developer/Promoter, the refund shall be subject to a deduction of 10% of the consideration of the Unit , which shall be forfeited by the Owner/ Developer/Promoter as liquidated damages.

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

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

executing the cancellation agreement creates an encumbrance on the Unit , the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

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

### **37. NOTICE OR DEMANDS OR INTIMATION**

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

For the Purchaser/Allottee:

Purchaser/Allottee Name -

\_\_\_\_\_

Purchaser/Allottee Address -

\_\_\_\_\_

\_\_\_\_\_

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

For the Owner/ Developer/Promoter  
M/s. Gera Realty Estates  
200 Gera Plaza,  
Boat Club Road, Pune 411001  
Email ID: CustomerService@gera.in

The Purchaser/Allottee and the Owner/ Developer/Promoter shall keep each other informed on any change in e-mail and/or postal address. In case the Purchaser/Allottee or the Owner/ Developer/Promoter changes his/her/their e-mail and/or postal address subsequent to the execution of this Agreement and fails to inform the other party in writing by Registered Post and/or email, then

dispatch to the old e-mail and/ or postal address of the other party shall be deemed to have been received by the Owner/ Developer/Promoter or the Purchaser/Allottee and the same shall be considered valid and binding.

**38. JOINT PURCHASER/ALLOTTEES**

That in case there are Joint Purchaser/Allottees all communications and / or any notice/s shall be sent by the Owner/ Developer/Promoter to the Purchaser/Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/Allottees.

**39. CONFIRMATION OF THE PURCHASER/ALLOTTEE**

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

**40. WAIVER**

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

**41. INTEREST**

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

**42. STAMP DUTY AND REGISTRATION**

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

**43. PLACE OF EXECUTION & REGISTRATION**

a. The execution of this Agreement shall be complete only upon its execution by the Owner/Developer/Promoter through its authorized signatory Owner/Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/ Developer/Promoter and the Purchaser/Allottee, and after the Agreement is duly executed by the Purchaser/Allottee and the Owner/ Developer/Promoter. Hence this Agreement shall be deemed to have been executed at Goa.

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

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

d. The original of this agreement is given to the Purchaser/Allottee/s. The Purchaser/Allottee/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the Parties hereto in pursuance of these present, at the proper registration office along with proper payment of stamp duty and duly stamped for registration within four months from the date of execution of this agreement and on intimation thereof by Unit Purchaser/Allottee the Owner/ Developer/Promoter will attend such office and admit execution thereof. The Owner/ Developer/Promoter shall not be responsible if the Purchaser/Allottee fails to register the agreement as mentioned above.

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

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

The mediation shall be in the English language and shall be held only in Pune. The cost of the mediation shall be borne by parties in equal proportion.

b) In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Authority as per the provisions of the Real Estate(Regulation and Development)Act, 2016, Rules and Regulations, there under. No other forum is envisaged.

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

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

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

#### **46. CHANGING OF UNIT**

If the Purchaser/Allottee request to change his/her/their Unit with other Unit and the Owner/ Developer/Promoter accepts the said request (it is the sole discretion of the Owner/ Developer/Promoter to accept or reject such a request) then the Purchaser/Allottee shall pay the administration charges of Rs. 700- per sq. mtr. of carpet area of the larger Unit . Necessary stamp duty, GST and registration charges for the exchange shall be paid by the Purchaser/Allottee.

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

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



#### **48. GOVERNING LAW**

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

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

### **FIRST SCHEDULE**

#### **DESCRIPTION OF THE PROJECT LAND**

The plot admeasuring 16203.13 square meters being a part of larger property. It consists of Survey no. 12/1 (part) admeasuring 222.13 square meters and 13/1-A (part) admeasuring 15981 square meters, of Village Panelim identified as "GANACHI SHEER" and 'KUXAL GALLY MOLL' situated at Panelim, within the limits of Village Panchayat Panelim Taluka Tiswadi Registration Sub-District of Ilhas District North Goa in the State of Goa;

The said land is bounded as under:-

Towards the North :-By Survey No.13/1-A( Part)

Towards the South :-By National Highway and service road

Towards the East:- By part of Survey no. 12/1 (Part) and 13/1-A purchased by Gera Developments Private Limited vide agreement dated 14th Aug-2017 registered as PNJ-BK1-02156-2017

Towards the West:- By part of Survey no.13/1-A purchased by Gera Developments P Ltd vide agreement dated 14th Aug-2017\_registered as PNJ-BK1-02084-2017

### **SECOND SCHEDULE**

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

**The project shall be known as "Gera's River of Joy Zone C"**

The project is to be developed on the land described hereinabove and consists of clusters of row houses .

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

The Project shall have common areas as described in the Seventh Schedule.

#### **B. AREA DETAILS**

B1. Floor Area sanctioned on the project land is 5624.8square meters.

B2. Floor Area to be used in the project is 5624.8 square meters

B3. Maximum Floor Area 11249.6 square meters

### **THIRD SCHEDULE**

#### **A. DESCRIPTION OF THE UNIT**

(i). The proposed Unit bearing No. \_\_\_\_\_, on \_\_\_\_\_ floor, of the building No. \_\_\_\_\_.

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

1. Carpet area of the Unit \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
2. Usable area of terrace \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
3. Usable area of balcony \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
4. Usable area of utility \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)
5. Usable area of verandah (if applicable) \_\_\_\_\_ square meters (i.e. \_\_\_\_\_ square feet)

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

(ii) The exclusive rights to use garden area of \_\_\_\_\_ sqm .

#### **B. DESCRIPTION OF THE SPECIFICATIONS OF THE UNIT**

##### **Key Specifications –**

<b>Sr.No</b>	<b>Location</b>	<b>Specifications</b>
i.	Structure	The building will be RCC framed structure or partly framed structure and partly load bearing. Columns, beams and slab design will be as per normal practices. Material used in the RCC structure will be as per normal standard practices as available and as specified by the Structural Designer.
ii.	Internal Walls	Shall be of blocks/brick finished with gypsum plaster and two coats of oil bond distemper

iii.	Electrification	<ul style="list-style-type: none"> <li><b>a.</b> Each bedroom shall have 2 light points, 1 fan point and two 5AMP plug points</li> <li><b>b.</b> Electrical Point for AC in the master bedroom and living room.</li> <li><b>c.</b> Living &amp; Dining area shall have 3 light points, 2 fan points and 2 plug points.</li> <li><b>d.</b> Kitchen shall have two 15A plug points for kitchen appliances, one point for a chimney and one point for the hob, one 5A plug points and 1 light point.</li> <li><b>e.</b> Bathrooms shall have a geyser point, a light point and an exhaust point.</li> <li><b>f.</b> Terrace shall have 1 light point</li> <li><b>g.</b> Suitable concealed conduiting shall be done for T.V. points in living room and each bedroom.</li> <li><b>h.</b> One telephone point shall be provided in living room only.</li> <li><b>i.</b> Switches will be Modular of Legrand or equivalent. All wiring shall be concealed and of copper manufactured by Polycab (or equivalent brand)</li> </ul>
iv.	Power Supply	A load supply of 70 watts/square meter of carpet area will be provided after applying the suitable diversity factor
v.	Windows	Shall be powder coated aluminum. Windows that are more than 1.5 meters in height will be part fixed and part sliding/ openable. The windows shall have GI/aluminum mesh mosquito net. The windows shall be provided with a marble/granite cill. Bathroom windows will be powder coated aluminum windows with openable shutters/glass louvers.
vi.	Waterproofing	The roofs and toilets will be waterproofed. In case of a leakage, the same will be rectified, as under warranty in case any painting is required, only touchup will be done - Variation in the shade of paint is expected and will have to be accepted. Any breaking, tampering to the structure, services & existing finishes will render all warranties null and void
vii.	Doors	<ul style="list-style-type: none"> <li><b>a.</b> Entrance Doors: Shall have a door frame with both sides laminated flush door shutter</li> <li><b>b.</b> Bedroom doors shall have door frames with laminated flush door shutters</li> <li><b>c.</b> Toilets: shall have door frames of developers choice with laminated flush door shutters.</li> <li><b>d.</b> Terrace sliding door shall be powder coated aluminum door with GI/ aluminum mesh mosquito net</li> </ul>
viii.	Flooring	<ol style="list-style-type: none"> <li>1. Living/ dining, all bedrooms shall have vitrified flooring of approx. 600mm x 600mm with skirting.</li> <li>2. Master bedroom shall have vitrified tiles with wood finish design</li> <li>3. Kitchen area shall have vitrified flooring.</li> <li>4. Attached terrace of all units shall have ceramic tiles.</li> </ol>

ix.	Bathrooms	<p>Shall have ceramic tiles on the floors and till lintel height on all the walls. The color of the bathroom tiles shall be the choice of the developer. Sanitary ware and CP fittings shall be Jaguar or equivalent make.</p> <p>The bathroom will contain:</p> <ul style="list-style-type: none"> <li>○ Washbasin fixed on a granite platform with a pillar lock of Jaguar or equivalent make. European style W.C. of Jaguar or equivalent make and a concealed flush Valve (or flush tank) of Jaguar or equivalent make to be provided All toilets shall have concealed plumbing.</li> <li>○ One bathroom shower shall be provided with a direct connection to the down take lines that are connected to the roof top common solar water heating system provided on the terrace</li> </ul>
x.	Fire Protection	NA
xi.	Video Door Phone	Video Door phone (make and specifications shall be the choice of the Promoter) shall be provided. The same may be connected to the home automation system or be a standalone system
xii.	Staircase	Internal staircase will have tile of natural finish and M S powder coated railing.
xiii.	Terraces/Balcony	Terrace parapet to have 5mm float glass panels with mild steel supports as per the design of the architect
xiv.	Kitchen Area	<ul style="list-style-type: none"> <li>○ The kitchen area shall have a platform of granite fitted on a frame work with modular cabinets below the counter. The platform shall have a ceramic tile splash surface of approx. 600 mm height from the granite counter.</li> <li>○ The platform shall also have a hob and a chimney fitted above the hob. The kitchen platform shall also have a stainless steel sink (of Nirali make or equivalent).</li> <li>○ The plumbing will be done for a water purifier (to be procured and fitted by the purchaser)</li> </ul>
xv.	Piped Gas	Piped gas provision shall be made as per the choice of the Promoter. The provision shall be to provide piping only. Measurement devices and other accessories are to be provided directly by the agency providing the gas and shall be the responsibility of the Allottee to procure the same.
<p>NOTE: For all Electronic/ Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the customer to avail directly.</p>		

## Automation

Particulars	2 BHK Row House	3 BHK Row House
<b>Automation Make</b>	Voice based Home Automation - DEFT / Equivalent	
<b>Light Automation</b>	On/ off, Dimming / mood light control	On/ off, Dimming / mood light control
<b>Places Covered</b>	Living	Living
	Dining	Dining
	All Bedroom	All Bedroom
<b>No of automation points</b>		
<b><i>Living Room + Dining</i></b>		
Ceiling Lights	3	3
Ceiling fans	2	2
<b><i>Master Bedroom</i></b>		
Ceiling Lights	2	2
Ceiling fans	1	1
<b><i>Bedroom 2</i></b>		
Ceiling Lights	2	2
Ceiling Fans	1	1
<b><i>Bedroom 3</i></b>		
Ceiling Lights	NA	2
Ceiling Fans	NA	1
<b>Energy monitor (Software)</b>	<b>Enabled</b>	<b>Enabled</b>
<b>Lamps to be used with dimmable ballasts (by customer)</b>	LED	LED
<b>Lenovo Tablet* (or equivalent)</b>	Provided	Provided
<b>No. of Infra –red Appliances that can be controlled</b>	24	32
<b>Curtain Control</b>	Provision *	

**Note:** \* Motor, wiring & Curtain rod to be provided by the customer

## **FOURTH SCHEDULE**

### **A. CONSIDERATION PAYABLE**

The Purchaser/Allottee hereby agrees to purchase from the Owner/ Developer/Promoter and the Owner/Developer/Promoter hereby agrees to sell to the Purchaser/Allottee Unit No. \_\_\_\_\_ more particularly described in the Third(A) Schedule for the Purchase Price of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only) plus government taxes as applicable including the GST payable to the Government by the Owner/ Developer/Promoter

The same is inclusive of:

Proportionate price towards Common General Areas and Common Parking Areas and Common Amenity Areas.

The charges mentioned in clause 5(c)(iv) towards garden charges are payable towards landscaping the garden (as per the design of the landscape architect of the Promoter) allotted for exclusive use of the Purchaser/allottee and no cost has been paid towards the exclusive rights to use the garden.

### **B. AMOUNT PAYABLE TOWARDS HOLDING CHARGES**

The Purchaser/Allottee hereby agrees to pay holding charges of Rs. \_\_\_\_\_ per week or part thereof as per clause 11.1.b herein above plus government taxes as applicable

### **C. AMOUNTS PAYABLE TOWARDS THE CAM CHARGES ETC**

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

### **D. AMOUNTS PAYABLE TOWARDS SINKING FUND**

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

### **E. AMOUNTS PAYABLE AS PER CLAUSE 17.**

Processing fee payable as per clause 17 shall be Rs. 2200/Sq. Mtr. on the sum of the carpet area plus usable area of balcony plus usable area of terrace

utility plus usable area of utility plus usable area of verandah( if applicable) with escalation of 10% per year from the date of agreement.

**F. AMOUNTS PAYABLE TOWARDS LEGAL AND ADMINISTRATIVE CHARGES INCLUDING DG BACK-UP CHARGES**

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

**FIFTH SCHEDULE**

**PAYMENT PLAN OR PAYMENT SCHEDULE**

Sr No	Payment %TAGE	Stage	Amount Due
1	10%	On Making complete offer (or as stated above) Execution of agreement to be within a maximum of 7 days of acceptance of offer in terms of clause 4 above along with simultaneous registration as mandated under RERA	
2	10%	On Completion of Foundation	
3	5%	On Completion of Plinth	
4	15%	On Completion of 1st Slab	
5	20%	On Completion of Terrace Slab	
6	5%	On completion of masonry of the unit	
7	5%	On Completion of Internal Plaster of Unit	
8	5%	On Completion of Flooring	
9	10%	On Completion of External Plaster	
10	5%	On Completion of Windows	
11	5%	On Completion of Lifts, Water Pumps and Transformer	
12	5%	On Possession	
<b>Total</b>	<b>100%</b>		

Note: THE FIRST SLAB IS THE FIRST RCC SLAB CAST ABOVE THE FLOOR OF THE PLINTH LEVE

## **SIXTH SCHEDULE**

As per Clause 11.1.a, the Owner/ Developer/Promoter shall give possession of the Unit to the Purchaser/Allottee, after obtaining occupation certificate (part or full) from the concerned authority, on or before \_\_\_\_\_ ("**Possession Date**"), subject to the Owner/ Developer/Promoter having received the full purchase price in respect of the Unit and all other amounts payable by the Purchaser/Allottee in respect of the Unit and further subject to clause 11.4 (c). However, without prejudice to the above, the Owner/ Developer/Promoter shall endeavor to give the possession of the said Unit to the Purchaser/Allottee, after obtaining occupation certificate (part or full) from the concerned authority, on or before \_\_\_\_\_.

## **SEVENTH SCHEDULE**

### **A. COMMON GENERAL AREAS**

#### **Key Specifications – Common General Areas**

<b>SrNo</b>	<b>Location</b>	<b>Specifications</b>
1.	Common general areas – Flooring/Painting	The entire internal common ventilation shaft and overhead terrace of the row house
2.	Internal roads/Common driveways	Common driveway around the building shall be paved or asphalted or other finishes as per the choice of the developer and street lighting.
3.	Entrance gate	Entrance gate and guard room
4.	Visitor parking	Visitors car parking shall be provided as shown in master parking plan
5.	Underground water tank	Underground water tank along with pumps and plumbing network.
6.	Sewage treatment plant	Sewage treatment plant along with necessary down take pipes and drainage network.
7.	Electrification	Electrification for the common areas as per electrical consultant.



8.	Equipment's	Equipment provided including a) Diesel Generator, with capacity to run common lights, b) Organic waste composter
9.	Compound wall	Compound wall 1.22m above ground level/road level  NOTE 1. The promoter may at his discretion increase/improve the specifications provided herein above, however shall in no case dilute the same. Detailed specifications shall be as advised by the respective consultants and the decision of the Promoter shall be final.
10.	Finishes and materials	The finishes and materials used for the common areas shall be as per the discretion of the promoter and any marketing representation is purely for the purpose of understanding the spatial aspects of the areas shown and not as a commitment of the finishes and specifications.

## **B. COMMON PARKING AREAS**

The Common Parking Areas consist of the open parking areas for visitor parking.

## **C. COMMON AMENITY AREAS**

The Common Amenity Areas consist of the common amenities as per **Annexure 8**.

## **EIGHTH SCHEDULE**

The conveyance of each Unit with proportionate rights in the undivided share in the project land and common areas shall be made to the Purchaser/Allottee/s by execution of Sale Deed at the cost of the Purchaser.

The sale deed shall be presented to the Purchaser/Allottee/s for execution within 12 months of obtaining the Occupancy Certificate or the completion certificate for the building or 12 months of executing this agreement whichever is later. The Purchaser/Allottee shall come forth and execute the Sale Deed within a period of 90 days of receiving the copy of the same. In the event the Purchaser/Allottee/s does not execute the Sale Deed within 90 days, the Owner/Developer/Promoter shall be entitled to charge a fee of Rs. 40000/- for the Owner/ Developer/ Promoter's representative to come to execute the Sale Deed.

The purchasers/allottees shall join the Maintenance Society formed by the Promoter. The same shall be known as "Gera's River Of Joy Zone C Maintenance Society".

There will be a separate maintenance society (SAMS) for the maintenance and upkeep of the shared amenities as described in Annexure 8 and 9 to be utilized by Gera's River of Joy Apartments, Gera's River of Joy Zone A and Gera's River of Joy Zone C. SAMS will consist of the three abovementioned maintenance societies and each society shall be represented by three members of the managing committee of their respective maintenance society (Gera's River of Joy Apartments, Gera's River of Joy Zone A and Gera's River of Joy Zone C). This society will be termed as "Gera's River Of Joy shared amenity maintenance society".

The ownership of the Shared amenities in each project shall be with the Allottees/Purchasers of the Units of the project in which such specific amenities are provided or located, however each Unit purchaser agrees to share all the amenities with all other Allottees/Purchasers of the other two projects as described hereto.

The Sale deed and the conveyance documents shall be prepared by the Advocate of the Owner/ Developer/Promoter herein and the conveyance documents shall provide to the owners of the land beyond the Project land, the unfettered rights of development, redevelopment, enjoyment to the portion of the land that is not sub-divided from this land but is beyond the Project Land.

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

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

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

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

**In the presence of WITNESSES:**

**1. Name:**  
**Signature:**

**2. Name:**  
**Signature:**

**SIGNED AND DELIVERED BY THE WITHIN NAMED  
Owner/ Developer/Promoter**

Please affix  
photograph and  
sign across the  
photograph

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

**1. Name:**  
**Signature:**

**2. Name:**  
**Signature:**

**List of Documents required to be annexed:**

1. I and XIV extracts- Enclosed
2. Title Certificate- Enclosed
3. Construction Licence - Enclosed
4. Layout plan as per sanction plan dated 20<sup>th</sup> September 2017
5. Building Plan as per sanction plan dated 20<sup>th</sup> September 2017
6. Plan of Apartment – at the time of registration
7. Car Parking Space plan - enclosed
8. Common Amenity Areas plan- enclosed
9. Shared Amenity Areas plan - enclosed
10. Proof of registration under RERA