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RE REGULATORY RECORD

# RERA Document

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**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Chennai, on this _____ day of April, 2025 (Two Thousand Twenty-Five);

**BETWEEN**

**M/s. SYLVANUS BUILDERS AND DEVELOPERS LIMITED, (PAN: AAJCS 9993G),** a company incorporated under the Companies Act, 1956 having its registered office at 4-5, Sigma Corporate Park, Nr. Mann Party Plot, Bodakdev, Ahmedabad-380 059, duly represented by its Authorized Signatory **Mr. Samuel Rohan Prabal,** Head - CRM, vide Board Resolution dated 1st August, 2022 (hereinafter referred to as **"OWNER/ DEVELOPER"**, which term shall, unless repugnant to or inconsistent with the context, mean and include its successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**Mr.** _____ **(PAN:** _____**) (AADHAAR:** _____**)** son of Mr._____, aged about _____ years, residing at _____ more particularly described in Annexure - A hereto (hereinafter referred to as **"PURCHASER(S)"**, which term shall, unless repugnant to or inconsistent with the context, mean and include his/her/their/its heirs, executors, administrators, legal representatives, assigns and/or successors-in interest, as the case may be) of the **SECOND PART**;

(The OWNER/DEVELOPER and PURCHASER(S) shall hereinafter be either jointly referred to as Parties and individually as a Party)

**WHEREAS**

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a) The subject property being land to an extent of _____ acres _____ cents or thereabouts comprised in survey numbers _____ situated at _____, more clearly described in the Schedule 'A' hereunder is owned by M/s Sylvanus Builders & Developers Limited.

b) The Owner/ Developer through its erstwhile Power Agent had gifted OSR land to an extent of _____ cents comprised in survey number _____ vide Gift Deed dated _____, registered as Doc No._____ on the files of SRO, Thiruporur to and in favor of Pudupakkam Panchayat and thereby left with an extent of _____ acres _____ cents for development, which is more fully described in the Schedule 'B' hereunder.

c) The Owner/ Developer decided to develop Schedule 'B' property for construction of residential villa buildings which will be part of a township called "**PACIFICA AURUM**" comprising MSB flats/ Apartments, Plots, Villas with amenities etc., developed and being developed in the adjoining areas of Padur Village in a phased manner.

d) The Owner/Developer has formulated a scheme of residential complex of villas in Schedule 'B' property, namely **AURUM Villa Phase III**, and the said scheme is developed alongside with all other development activities being carried out in several phases which will collectively form as a township known as "**PACIFICA AURUM**".

e) The Owner/Developer is constructing by itself/ through independent contractors independent/ semi-independent/ common wall sharing residential villa buildings namely **AURUM Villa Phase III** in the Schedule 'B' property in accordance with the building plans as approved by the competent authorities vide **DTCP Approval No.19/2021**.

f) The Purchaser(s) have inspected the Owner's title to Schedule "A" Property and details/ documents pertaining to scheme of development envisaged

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by the Owner/Developer in Schedule "B" hereunder, to their own satisfaction.

g) The scheme envisaged for development of the Schedule 'B' Property into a residential Villa buildings consisting of several independent/ semi-independent/ common wall sharing villa buildings consisting of ground and upper floors, compound, entrances, staircases passages etc., and the Purchaser desirous of owning a Villa in the said scheme **(AURUM Villa Phase III)** in general and more particularly described in Schedule 'B' hereunder joined the scheme of development wherein the Purchaser(s) have agreed and entered into this agreement for sale with the Owner/ Developer for purchase of undivided share of land to an extent, as per **RERA – _____ sq.mt.,** (or _____ sq.ft.,) or thereabouts out of **Schedule 'C'** Property which is more fully described in **Schedule 'D'** hereunder together with a villa having a total **RERA Carpet Area admeasuring about _____ sq.mt.,** (equivalent to _____ sq.ft., or thereabouts) which includes balcony and foyer area admeasuring about _____ **sq.mt.,** (equivalent to _____ sq.ft., or thereabouts ) together with common area admeasuring about _____ **Sq.mt** (equivalent to _____ Sq.ft) all totaling to _____ **sq.mt.,** (equivalent to _____ sq.ft., or thereabouts) **(G.F + F.F)** in **Type** ____ - _____, together with **one (1)** _____ car park, bearing **Villa No.**____ in **'AURUM Villa – Phase III',** which is more fully described in **Schedule 'E'** hereunder and hereinafter both **Schedule 'D' & 'E'** be jointly referred to as **"Said Property/ Property".**

h) In accordance, the Owner/ Developer has agreed to sell and the Purchaser(s) have agreed to buy, undivided share in Schedule-C Property, which is more particularly described in Schedule 'D' Property" together with Villa bearing Villa No. __ situated within the Pacifica AURUM Villa – PH III which is more particularly described in Schedule 'E' hereunder, on the terms and conditions given below:

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**NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:**

The parties do hereby mutually agree and covenant between themselves as follows:

1. In accordance with the arrangement herein above, the Owner/Developer hereby agrees to sell and the Purchaser(s) agree to purchase, the Said Property. The Owner/Developer shall ensure that the Said Property is sold to the Purchaser(s) for the sale consideration given in Annexure-B, hereunder. The Purchaser(s) agree to pay the sale consideration to Owner/Developer strictly in accordance with Schedule of Payments given in Annexure-B.

2. The Parties herein have mutually agreed that the Purchaser(s) shall not be entitled for any running or final bill or estimate of land contribution, construction contribution or any other separate detailed particulars of the said amount to be paid under this Agreement. However, the Owner/ Developer for its relevant purposes of title and accounting may fix specific separate amounts for UDS of land and construction cost, development charges for the scheme, etc.,

3. The Owner/Developer hereby confirm that:

    a. The Said property shall be conveyed to the Purchaser(s), upon the Purchaser(s) complying with the terms of this agreement.

    b. All taxes and public dues in respect of the Said property has been paid by the Owner/Developer in full till the date of execution of the Agreement of Sale.

    c. Any Taxes, including GST or other taxes, stamp duty, registration fees, infrastructure and basic amenities charges and other fees, levies, charges, online/manual registration facilitation/incidental

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expenses etc., whether statutory or not, payable in respect of anything done or deemed to be done in the Said Property, either under this agreement for sale, as the case may be, shall be paid by the Purchaser(s), on demand, to the Owner/Developer. The liability to pay the same shall be, as intimated by the Owner/ Developer. The Total Unit Cost of which is exclusive of GST at the time of execution of the agreement. Due to change in tax position, adopted by the Owner/Developer either on its own or due to pronouncement of any ruling, either in its own case or any other case, or by issuance of any clarification by the government, if any additional tax liability is fastened/ levied on the Owner/Developer with regard to the sale transaction, the Purchaser(s) indemnify/ies the Owner/Developer to reimburse such additional tax liability at the first instance as it arises or is fastened. It is also agreed by and between the Owner/Developer and the Purchaser(s) that in case due to change in GST Law or Government Policy the Owner/Developer is prohibited to charge or to collect this GST from the Purchaser(s) or the rate of GST is reduced than the prevailing rate then the Owner/Developer shall have the right to proportionately increase the Selling Price of the Said Property by such value as may be required to indemnify himself of the loss sustained due to such prohibition or reduction in rate.

d. It is also agreed by and between the Owner/Developer and the Purchaser(s) that in case of Title Insurance or any other Insurance policy mandated under RERA/ TNRERA and or by any other statutory authorities to be obtain by the Owner/Developer, then the Owner/Developer shall have the option to recover the actual premium paid or obtaining such insurance policy from the Purchaser(s). The Purchaser(s) hereby agrees to pay to the Owner/Developer any insurance premium paid by the

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Owner/Developer for any such statutory compliances pertaining to the said unit of purchase from the said project.

4. The Purchaser(s) has examined the title deeds pertaining to the Schedule 'A' property and has satisfied himself/ herself/ themselves/ itself of the absolute title thereto of the Owner/ Developer and has accepted and agreed to purchase Said property hereunder for the price mentioned in Annexure-B.

5. The Purchaser(s) shall bear the stamp duty, registration fees and all other costs and expenses connected therewith in respect of execution and registration of sale deed/s by which the Said property is sold & conveyed to the Purchaser(s). The Purchaser(s) is aware that Owner/ Developer has given developmental rights to the Owner/Developer for promoting, inter alia, a scheme of construction of Villas on the Schedule 'B' Property for which purpose several Purchaser(s)/ Prospective Purchaser(s) have purchased/ will be purchasing undivided shares of land out of the respective Survey Numbers and forming part of Schedule 'B' Property hereunder and hence time is the essence of this contract as any delay in payments in terms of Annexure – B, would prejudicially affect the Owner/Developer and other Purchaser(s)/ prospective Purchaser(s).

6. On execution and registration of sale deed by which the Said Property is conveyed to the Purchaser(s), the original of such Sale Deed shall be received from the Sub-Registrar of Thiruporur after due completion of registration formalities and the same shall be retained in custody of the Owner/Developer, till such time the entire sale consideration for the Said property and all other monies due and payable by Purchaser(s) to Owner/Developer under this Agreement, exclusive of GST on Total Unit Cost, are paid in full and on time by Purchaser(s) to Owner/Developer. If, however, the Purchaser(s) avails/ proposes to avail loan/ housing loan from any bank/ financial institution/ housing finance company for the purpose of buying the Said Property and/ or for payment of other monies

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due to Owner/Developer under this Agreement and as security for the same, the Said Property is to be mortgaged to such bank/ financial institution/ housing finance company, upon a written request from Purchaser(s), the Owner/Developer shall be entitled to deliver on behalf of Purchaser(s) the original Sale Deed directly to the respective bank/ financial institution/ housing finance company, as the case may be, at the time of Purchaser(s) creating mortgage with such respective bank/ financial institution/housing finance company. The Purchaser(s) through this agreement further gives an irrevocable authorization to the Owner/Developer, enabling the Owner/Developer to receive directly from such bank/ financial institution/ housing finance company payments from the loan availed/ to be availed by the Purchaser(s) either in stages or in one single payment, as the case may be. It is mutually agreed between the parties that the Owner/Developer need not take any specific authorization each and every time from the Purchaser(s), to receive monies from such bank/ financial institution/ housing finance company.

7. The deed/s by which the Said Property is sold to the Purchaser(s) and/ or a separate document created for this purpose will contain covenants and conditions to ensure peaceful enjoyment of Schedule 'B' property by all the co-owners/ eventual co-owners of the Schedule 'B' property, including the Purchaser(s) herein and also to ensure peaceful enjoyment of the Green Belt Area/ Township Common Amenities developed/ being developed/ to be developed by the Owner/Developer herein in the Adjoining Areas as per **Annexure 'E'** hereunder. If any such deed and/ or a separate document is created for the said purpose, the same shall be executed by the Purchaser(s) with the Owner/Developer without any demur and the same shall form as an annexure to the sale deed and/ or separate document (to be) executed to convey the Said Property to the Purchaser(s), and the covenants contained therein shall be covenants running with the land conveyed to the Purchaser(s). As such the

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Purchaser(s) shall strictly comply with such covenants at all times to come.

8. The Owner/Developer has also informed the Purchasers that the Owner/Developer has developed/ is developing/ proposing to develop in the Adjoining Area residential/mixed residential /commercial/amenities & facilities as may be feasible and permissible by the competent authorities, from time to time for Pacifica AURUM. In the process, the Owner/Developer will develop large areas with landscape, which may comprise any one or few or all of the following: semi-permanent structures, waterfalls, ponds, private gardens, terrace gardens, road roundabouts, roadside parks, soft landscaping, hard landscaping, murals, pathways, walking trails, jogging tracks, cable trench, culverts, cross over's, reservoirs etc., (hereinafter collectively referred to as "Green Belt Area" more fully described in Annexure 'E' hereunder) for the use and enjoyment, in common, by the Purchasers/ prospective Purchasers of Schedule "B" Property and other Purchasers/ prospective Purchasers of other Building/ Block developed/ being developed/ to be developed by the Owner/Developer in subsequent phases and in the Adjoining Area.

9. The Purchasers are aware that similar agreements have been/ will be executed by the Owner/Developer with various other Purchasers in respect of the said Building/ Block.

10. Time is the essence of this contract and the Purchaser(s) understands that any default committed by the Purchaser(s) may delay the project of the Purchaser(s). The Purchaser(s) hereby agrees that if the Purchaser(s) fails to pay entire sale consideration for the Said Property and all other monies due and payable by the Purchaser(s) to the Owner/Developer under this Agreement, as per the Schedule of Payments in Annexure 'B' herein and/ or under any other agreement/ account/ letter of demand or commits any other breach of this Agreement, the Owner/ Developer is entitled to terminate/ cancel this Agreement. In the event of such termination/

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cancellation, the Owner/ Developer shall be entitled to have the Said Property re-conveyed to the Owners and/ or the Owners' nominee/s and/ or to also cancel the registration of Sale Deed of the respective Villa at the cost and consequences of the Purchasers.

11. Any delay, indulgence or negligence on the part of the Owner/ Developer in enforcing the terms and conditions of this agreement or any forbearance or grant of time to the Purchaser(s) by the Owner/ Developer shall not be construed as a waiver on the part of the Owner/ Developer to claim damages for the breach of any terms and conditions of this agreement nor shall such waiver in any way prejudice any rights of the Owner/ Developer.

12. The parties agree that this agreement is duly stamped and does not, at present, require registration. However, if this agreement requires to be registered by the provisions of any law, the stamp duty, registration fees and other expenses in relation thereto, shall be borne and paid by the Purchasers thereto.

13. Any dispute or difference between the Parties with regard to this Agreement and all connected and related matters what-so-ever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably, all such disputes or differences whatsoever shall be referred to competent legal forum having jurisdiction including but not limited to TNRERA summary process and adjudication. The proceedings shall be conducted in English and in accordance with the provisions of Real Estate Regulation Act, 2016 or any statutory modification or enactment thereof.

14. Any notice to be given under this Agreement shall either be delivered personally or sent by an Email or by Registered Post AD or by courier to the address of the party in question as set out in this Agreement or to such other address as may have been notified by the party in question to

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the other parties as may have been notified by the party in question to the other parties.

a. A notice shall be deemed to have been served as follows:

   i. If delivered personally, at the time of such delivery;
   ii. If sent by registered post, at the expiration of 7 days after the envelope containing the same was delivered into the custody of the postal authorities;
   iii. If sent by e-mail upon confirmation of proper transmission of all pages proposed to be sent being in the sender's computer;
   iv. If sent by courier at the date 24 hours after consigning the notice to the courier.

b. In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and posted as a prepaid airmail letter was sent to the correct number and properly dispatched, as the case may be.

15. The Purchaser(s) shall not assign, let, sub-let, or transfer in any manner the Purchaser(s) interests, benefits, duties, rights, obligation, responsibilities etc., under this agreement to any person until all the amounts payable by the Purchaser(s) under this agreement with the Owner/Developer are fully paid up and only if the Purchaser(s) has/ had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Owner/ Developer has permitted the Purchaser(s), in writing, in that behalf.

16. The Purchasers, if so desirous to transfer or assign the rights over the Said Property to any third party including but not limited to family members shall on prior intimation to the Owner/ Developer have the right to do so but subject to payment of Transfer/ Assignment Fee of Rs.2,00,000/- (Rupees Two Lacs only) over and above the total cost of Said property to the Owner/ Developer.

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17. If the Owner/Developer fails to abide by the time schedule for handing over the Said Property as per the agreement to the purchaser, the Owner/Developer agrees to pay the purchasers, who does not intend to withdraw from the project, interest at the rate of Sate Bank of India highest MCLR plus two percent per annum, on all the amounts paid by the purchaser, till the handing over of the possession. It is hereby expressly agreed that time for payments, as per Annexure 'B' hereunder, shall be the ESSENCE OF THIS AGREEMENT. In the event of the Purchasers making any default in the payment of any one installment or any other amount due under this agreement whether formally demanded or not, the Owner/ Developer shall be entitled to recover the delayed installments/payments with interest at the rate of Sate Bank of India highest MCLR plus two percent per annum for the delayed period or at the Owner/Developer's option to cancel the reservation/booking of the Said Property and to dispose of the Property reserved for the Purchasers to any other party as the Owner/Developer may determine and the Purchasers shall have no claim of any nature whatsoever against the Owner/ Developer or against the Said Property except the claim for refund of payments made thereto without any interest or compensation. This is without prejudice to other rights and remedies of the Owner/Developer.

18. Without prejudice to the rights of Owner/Developer to charge interest in terms of clause 16 above, upon the purchaser(s) committing default in payment on due date of any amount due and payable by the purchaser to the Owner/ Developer under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing default of payment of installments, the Owner/ Developer shall at his own option, may terminate this agreement: provided that, Owner/ Developer shall issue notice of fifteen days in writing to the purchasers, by Registered Post AD/ Email/ Speed Post/ Blue Dart/ Professional Couriers or through any

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courier services at the address provided by the purchasers and mail to the e-mail address provided by the Purchasers, of its intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the purchasers fail to rectify the breach or breaches mentioned by the Owner/Developer within the period of notice then at the end of such notice period, Owner/Developer shall be entitled to terminate this agreement through his representative appearing before concerned sub registrar office and Purchasers also gives irrevocable power of attorney in favor of the Owner/ Developer to appear on his behalf to execute and register cancellation deed of Sale Deed/ re-conveyance of Said Property. Provided further that upon termination as aforesaid, the Owner/Developer shall refund to the Purchasers (subject to deduction of booking amount Equal to the 10% of the total value of the Said Property and GST or other taxes applicable thereto on such refund of payment which may be payable to Developer), the installments of sale consideration of the Apartment which may till then have been paid by the purchasers to the Owner/Developer. Any refund payable by the Owner/ Developer to the purchasers shall be paid within 90 days from the cancellation and registration of Sale Deed or upon re-conveyance of the Said Property.

19. The Owner/ Developer agrees and shall endeavor to hand over possession of the Villa Unit No._____ to the Purchasers on or before the timeline as per TNRERA certificate or extensions thereof subject to force majeure clause mentioned herein and legally vest the villa in favor of him/ her/ it by execution and registration of appropriate legal documents on or subject to the availability of cement, steel, water for construction or other building materials and subject to strike, shortage of labors, electrical faults civil commotion or any act of God such as earth-quake, flood or any other natural calamities of nay notice, order, rule or notification of the Government and/or any other public or local authorities or other cause beyond the control of the Owner/Developer and subject to regular

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payments to the made by the prospective purchasers under various clauses herein and subject to due and proper observance of the terms and conditions herein. But under no circumstances, possession of the Said Property shall be handed over by the Owner/ Developer to the Purchasers until all payments required to be made under this Agreement by the Purchaser have been made to the Owner/ Developer.

20. Notwithstanding anything to the contrary contained elsewhere in this agreement, the Owner/ Developer shall not incur any liability to the Purchasers, if the Owner/ Developer is unable to register the Sale Deed due to circumstances beyond their control or by reason of war or civil commotion or riot or due to the result of any governmental directives ("Force Majeure Events"). The Owner/ Developer shall also not incur any liability to the Purchasers in the event of hostilities, rebellion or any change in law or directive due to which the Owner/ Developer is unable to register the Sale Deed or due to circumstances, which make the registration of this Sale Deed impossible or unviable.

21. The Owner/ Developer shall, in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the Said Property reserved for the Purchasers. Nothing contained in this Agreement shall be construed so as to confer upon the Purchasers any right, title or interest of any kind whatsoever in, to or over the Said Property. Such conferment shall take place only upon :–

    i) The Owner/ Developer have received all the payments due to under the terms hereof from the Purchasers.

    ii) The possession of the Said Property has been handed over by the Owner/ Developer to the Purchasers as provided under this Agreement.

    iii) The Purchasers have, generally, duly and properly observed the terms and conditions contained herein.

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iv) The Purchasers shall have no claim with respect to any part of the scheme, common amenities, open margin land, common open plot, balance - future - expected - floating FSI, right to put up construction in future, passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Said Property reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment thereof.

22. Purchasers agree that on execution of Sale Deed as per the terms of this Agreement, the Purchasers as a matter of necessity will hold and enjoy the Said Property jointly with the other co-owners of the entire Schedule 'B' & 'C' property subject to the rights of other co-owners over common areas, facilities and amenities. The Purchasers or the successors in interest of the Purchasers will not claim Partition of the Schedule 'D' mentioned property and the same shall always remain impartible.

23. Notwithstanding anything to the contrary contained elsewhere in this agreement and on such an event of any modifications/ amendments/ additions/ deletions of recitals or clauses to executed agreement or alternatively executing a fresh agreement subsequent to cancellation of the agreement/s executed herein and as may be required mandatorily/ statutorily as per rules and regulations of respective State or Govt. of India or its subsidiary bodies or undertakings that may be caused or likely to be caused from time to time as the case may be, the Purchasers herein do hereby unconditionally acknowledge and agree that he/ she/ it shall abide by such requirements as may be prescribed by the Developer/ Owner herein.

24. The schedules and annexure of this agreement signed by the parties herein shall be binding on both the Parties and form an integral part of the Sale Deed to be executed subsequently.

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25. In these presents unless there be something in the subject or context inconsistent therewith:

**(a) "ADJOINING AREAS"**

means the areas developed/ being developed/ to be developed by the Owner/Developer on both sides of the public road, inside set back areas of the Schedule - B Property, in and around Schedule – B Property and in the vicinity of lands owned by the Owner/Developer, which is not part of the Schedule – B Property and/ or other properties developed or to be simultaneously or serially developed by the Owner/Developer.

**(b) "APPOINTED DATE"**

means the date on which all the required approvals and/or consents are obtained from the Appropriate Government/ Statutory including Authorities like Directorate of Town and Country Planning, Panchayat and/or Tamil Nadu Real Estate Regulatory Authority for commencement/ continuation of the construction/ development/ completion of the Building Complex by the Owner/Developer.

**(c) "ARCHITECT(S)"**

means the person/s firm/s who are appointed as the architects from time to time by the Owner/Developer in respect of the said Building/Block.

**(d) "BUILDING/ BLOCK"**

means, all Villas, all buildings/ blocks (if there are more than one) integrated or otherwise, all common areas and the amenities/ facilities mentioned in **Annexure – 'D'** hereto which are to be constructed/ developed by the Owner/Developer on the Schedule – 'B' Property.

**(e) "BUILDING ASSOCIATION"**

means, the society, company or association formed by, or on behalf of, all the owners of the villa Buildings/ Blocks and similar kind of society, company or association formed by the other Buildings/ Blocks that the Owner/Developer Party have developed/ are developing/ proposing to

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develop similar properties, owned/ to be owned by the Owner/Developer, in the Adjoining Areas.

**(f) "RERA CARPET AREA"**

means the area of the premises measured in line with Sec. 2 (k) of RERA 2016 or amendments thereof pertaining to the said Villa Building/ Block.

**(g) "CUSTOMER(S) PREMISE"**

means the premises more fully described in Schedule 'E' hereunder.

**(h) "CONSENTS"**

means all authorizations, consents, licenses, permits, waivers, privileges, acknowledgments, agreements, concessions, approvals from and filings with or applications submitted to any Government Agency or any person required for the construction/ development of the said Villa Buildings/ Blocks;

**(i) "DATE OF COMPLETION AND HANDING OVER OF CUSTOMER(S) PREMISE"**

means the date which falls on the next day after the expiry of the Fixed Date, on which, the Customer(s) Premise has been completed and intimated as being ready for handing over to the Customer(s), irrespective of whether the Customer(s) collects the keys or not of the Customer(s) Premise, on the Fixed Date, from the Owner/Developer, for any reason whatsoever, including but not limited to dispute regarding payments/ or due to personal inconvenience of the Customer(s).

**(j) "DEFECTS LIABILITY PERIOD"**

means the period of twelve (12) months commencing from the date of the handing over of the Premise to the Customer(s) as defined in clause (i) above.

**(k) "DIRECTIVE"**

means any present or future policy, requirement, instruction, direction, order, judgment/ decree, regulation, or rule of any government agency which is/ are legally binding or which would customarily be observed

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by a reasonable and prudent person, and any modification, extension, or replacement thereof from time to time in force.

**(l) "FIXED DATE"**

means the date on which the keys of the Premises Customer(s) will be handed over to the Customer(s), which date shall be intimated, in due course to the Customer(s) by a letter or email sent by the Owner/Developer and subject terms under clause (i) above.

**(m) "GOVERNMENT AGENCY"**

means the Government of India, the Government of Tamil Nadu, the Chennai Metropolitan Development Authority (CMDA), Directorate of Town and Country Planning/ Authority or any Regional/ Local body, Panchayat or Municipal or Tamil Nadu Real Estate Regulatory Authority or District Authority thereof, Chennai Metropolitan Water Supply and Sewerage Board, Tamil Nadu Water and Drainage Board, Tamil Nadu Electricity Board or other Central, State Government or any Legislature, Ministry, Department, Commission, Board, Authority, instrumentality, Agency, Political sub-division, Corporation or Commission under the direct or indirect control of the Government of India or Government of Tamil Nadu or any political sub–division of either of them, as to matters of policy or otherwise, owned or controlled by the Government of India or the Government of Tamil Nadu or any of their sub-divisions.

**(n) "GOVERNMENT AUTHORIZATIONS"**

means all laws, ordinances, statutes, rules, judgments, orders, notifications, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Government Agency applicable in respect of the matters herein envisaged including Consents and Directives as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time and at all times hereafter.

**(o) "MODIFICATIONS"**

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means any changes, alterations and/ or additions given/ suggested by the CUSTOMER(S), pertaining to the interior civil, carpentry, electrical, plumbing and sanitary works or any other works pertaining and limited to Customer(s) Premise/ Villa.

**(p) "ASSOCIATION OF OWNERS"**

Means a society, company or association formed by Owner/Developer for and on behalf of the Purchasers of apartments/ villas in the township complex 'PACIFICA AURUM' consisting of various buildings developed/ to be developed by the Owner/Developer, including but not limited to Schedule 'B' property hereunder and also by the Owner/Developer in the adjoining areas abutting Schedule 'A' Property herein.

**(q) "PLAN"**

Means the plan appended to this agreement. The plan represents the site location over which the building containing the residential unit that the Customer(s) has been allotted shall be erected.

**(r) SCHEDULE "A" PROPERTY (Description of Total Project Land Extent)**

means the entire land more particularly described in the Schedule 'A' hereunder inclusive of Open Space Reservation (OSR) and lands earmarked for Roads.

**(s) SCHEDULE "B" PROPERTY (Description of Project Land excluding OSR Land)**

means the land available for development after deducting the portions of land gifted to local authorities for the purpose of OSR and lands earmarked for Roads out of the Schedule 'A' Property.

**(t) SCHEDULE "C" PROPERTY (Description of Villa Situated Land)**

means the land in Schedule 'C' Property hereunder, upon which the Customer(s) has/ have purchased/ agreed to purchase respective Undivided Share of Land, by a separate agreement for sale.

**(u) SCHEDULE "D" PROPERTY (Description of the Undivided Share of Land)**

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means the Undivided Share of Land the Customer(s) has/ have purchased/, agreed to purchase out of Schedule – 'C' Property herein above by a separate agreement for sale from the Owner/Developer.

**(v) "SCHEDULE "E" PROPERTY" (Description of Customer(s) Villa Premise)**

means the residential villa building agreed to be constructed and delivered by the Owner/Developer in proportion to the Undivided Share of Land purchased/ proposed to be purchased by the Customer(s) out of Schedule – 'D' Property hereunder and as per plan appended hereunto.

**(w) "SCHEDULE OF PAYMENTS"**

means the Schedule of Payments given in Annexure 'B' of this agreement as per which the Customer(s) has to make payments to the Owner/Developer.

**(x) "SPECIFICATIONS"**

means the detailed specifications given in Annexure 'B' of this agreement, in accordance with which the Owner/Developer shall construct the Customer(s) Premise.

**(y) "UNDIVIDED SHARE OF LAND"**

means the land more fully described in Schedule 'D' hereunder out of Schedule 'C' and forming part of Schedule 'B' Property hereunder.

26. In the event, the Purchasers before making full payments as indicated in Annexure "B" is declared bankrupt, commits an act of bankruptcy or enters into any composition or arrangement with his creditors or, being a company, enters into liquidation whether compulsory or voluntary, the Owner/Developer may forthwith terminate this Agreement.

27. The Purchasers have agreed with the Developer and has permitted the Owner/Developer to use its discretion to complete the common facilities, amenities described in Annexure "D" within such reasonable period as may be expedient for the development of the villa/ building/ block from

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the date of handing over of the last of the villas of the Block after the formation of Co-operative Society or an Association of all such prospective Purchasers/s (hereinafter referred to as the "Building Association").

28. The Purchasers agrees that the Owner/Developer, at the Owner/Developer's sole and absolute discretion to use/amalgamate any unused Floor Space Index (FSI) or Floor Area Ratio (FAR) that may be available in respect of the said Building/ Block with any other buildings/ blocks or property developed/ to be developed by the Owner/Developer in the Adjoining Area forming part of the township or any other development undertaken by the Owner/Developer.
29. It will be the sole responsibility of the Owner/Developer to procure all materials, including but not limited to cement and steel, required for the construction of the Purchasers Property and/ or the Building/Block and for their safe storage and custody at the Schedule "B" Property including the Purchasers Property.

30. The Owner/Developer hereby warrants that the construction of the Purchasers Property shall be completed in accordance with the provisions of this Agreement. If any defect is observed in respect of construction of the Purchasers Property which is likely to affect the Purchasers Property, during the Defects Liability Period, and such defect is notified in writing by the Purchasers to the Owner/Developer, on occurrence of the defect, the Owner/Developer shall rectify as far as practicable, necessary and expedient. However, any airline/ cracks on the walls shall not be deemed to be defective. As to whether the construction work of the Purchasers Property is defective or any defect exists in respect of the same which is likely to affect the block in which it is situate, shall be decided by the Architect(s), whose decision shall be final and binding on the Owner/Developer and the Purchasers.

31. Notwithstanding anything to the contrary contained elsewhere in this agreement, the Developer shall not incur any liability to the Customer(s),

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if the Owner/Developer is unable to deliver possession of the Customer(s) Premise due to the completion of the same being delayed due to circumstances beyond the Owner/Developer's control or due to non-availability of steel and/ or cement, or any other raw materials or by reason of any delay in obtaining power/ water and other service connections or delay in delivery and/ or installation by suppliers of custom made items or by reason of war or civil commotion or riot or due to the result of any governmental directives, an act of God, unprecedented rains/ floods, cyclone ('Force Majeure Events'). The Owner/Developer shall also not incur any liability to the Customer(s) in the event of hostilities, rebellion or any change in law or directive due to which the Owner/Developer is unable to deliver possession or due to circumstances, which make the performance of this Development Agreement impossible or unviable.

32. The Purchaser(s) undertakes to pay the total consideration mentioned in the Payment Schedule in Annexure 'B', which is the full value of cost of construction and development of Purchaser(s) Premise on the basis of fixed rate, exclusive of allied charges, for the total RERA Carpet Area mentioned in Schedule 'E' hereunder. If for any reason, the RERA Carpet Area mentioned in Schedule 'D' is decreased, the Purchaser(s) is/ are eligible for refund of money, which will be calculated by multiplying such decreased area at the rate of Rs.6039/- per sq.ft., on RERA Carpet Area and on the other hand, if the area mentioned is increased, the Customer(s) agree/s to pay the Owner/Developer the value of such increased area by multiplying the increased area at the rate of Rs.6039/- per sq.ft., on RERA Carpet Area. However, the area shall be calculated and given by the Owner/Developer only.

33. The Purchaser(s) is aware that the monthly maintenance charges required to meet all common expenses towards consumables like power, replacements and any manpower service charges etc., in respect of the maintenance of the Villa Complex (Villa Phase III) shall be payable by the

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Purchaser(s) to the Building Association in advance on demand by the Building Association on monthly/ quarterly/ half-yearly/ yearly basis. The Purchaser(s) hereby undertakes to pay the first 24 (Twenty-Four) months' maintenance charges as determined and demanded by the Owner/Developer, in advance at the rate at par with other existing Building Association which is currently at Rs.3.75/- per sq.ft., on RERA carpet area. The said maintenance charges are exclusive of D.G. set running charges for the Power back up and the same shall be paid on actual by occupants of the Villa(s) or property so developed by the Owner/Developer in Schedule 'B' Property. The Purchaser(s) is/ are made aware by the Owner/Developer that Building Association has already been formed, for and on behalf of Purchaser(s) and the date for commencement of common area maintenance shall be intimated to Purchaser(s) in due course of time and calculation of dues for the first 24 (Twenty Four) month's maintenance charges payable by the respective customer(s), in advance, shall be adjusted from the date of such commencement of common area maintenance, irrespective of the date of booking, agreements or execution of UDS Sale Deed of any respective Villa Purchaser(s). The Purchaser(s) are also made aware that if in case of any booking made any time during or post determination of initial period of 24 months as stipulated herein, the dues shall always be calculated and adjusted accordingly and retrospectively and further current dues have to be paid to the established Residents' Association by the respective Villa customer(s), as the case may be, in each respective case on individual basis.

34. The moneys paid by the Purchasers to the Owner/Developer in accordance with Clause No.33 of this Agreement, shall be held by the Owner/Developer as trustee for the Purchasers and shall be utilized for the initial 24 months period from the commencement date of common area maintenance services and thereinafter the balance amount shall be transferred by the Owner/Developer to the Residents' Association

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immediately upon the said committee is registered with Registrar of Societies under the Societies Registration Act or the Companies Act or any other applicable statute, as the case may be, subject to deduction of expenses, if any, incurred by the Owner/Developer on this account.

35. The Owner/Developer has made clear to the Purchasers that the Owner/Developer shall be carrying out extensive developmental/ construction activities now and for many years in future in the Adjoining Area of the said Building/Block. The Purchasers has confirmed that the Purchasers shall not raise any objection or make any claims or fail to pay installments in time as stipulated in Annexure "B" on account of inconvenience, if any, which may allege to be suffered by the Purchasers due to such developmental/ construction or its incidental/ related activities.

36. All materials used in the building are subject to tolerance limits prescribed by the manufacturer, fabricator, or maker, and the Owner/Developer shall not be liable for the same, and workmanship will be subject to such tolerance limits.

37. The said Building/ Block have been named by the Owner/Developer, which name is mentioned in Schedule "E" herein. The Owner/Developer reserves the right to change and/ or rename the proposed Building/ Development at its sole discretion and the Purchaser(s) acknowledges and confirms that it has no objection to the same. The Purchaser(s) agrees not to change the Property Number (which has been done in certain logical manner) allotted by the Owner/Developer to the Purchasers premises. The Owner/Developer shall display the name of the Building/ Block and the logo of the Owner/Developer at any prominent place on the Building/Block, as it may decide, at its sole discretion.

38. The Purchaser(s) may have the name of the "occupant" of the Purchasers' Villa Premise displayed at the place earmarked for such purpose and

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nowhere else. The Purchasers will not be entitled to put any name or other advertisement boards anywhere in the Building/Block. The Purchasers shall not make any alterations or amendments to the exteriors of the Purchasers Property after it is handed over by the Owner/Developer.

39. The Purchaser(s) is aware that the Owner/Developer holds developmental rights to the Schedule 'B' Property, which right shall be extinguished only upon completion of the all Buildings/ Blocks proposed to be developed by the Owner/Developer in the Schedule 'B' Property and other adjoining areas by Owner/Developer and as contemplated in the deed between the Owner/Developer and the Purchaser.

40. The Purchaser(s) agrees that any abandonment, waiver, extension or postponement of any right or liability by the Owner/Developer shall not render this agreement invalid. No failure or delay on the part of the Owner/Developer in exercising any power or right hereunder shall operate as a waiver or abandonment thereof nor shall any partial exercise of such right or power preclude any other or further exercise thereof.

41. This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous representations/ advertising or marketing materials/ papers in relation to such matters. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties to this Agreement. The Parties herein confirm that this Agreement and the Sale Deed, to be executed subsequently, and or any other separate Agreements or Understanding and/ or any other documents made and executed of even date shall co-exist or co-terminate. Thus, if even one of these is terminated, the other shall automatically stands terminated.

42. This Agreement is being executed in Chennai and all payments are to be made only within Chennai City. The Parties therefore expressly agree that only the civil courts in Chennai City shall have jurisdiction to the

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exclusion of all other courts. This Agreement shall be construed only in accordance with the laws of India.

43. Notwithstanding anything to the contrary contained elsewhere in this agreement and on such an event of any modifications/ amendments/ additions/ deletions of recitals or clauses to executed agreement or alternatively executing a fresh agreement subsequent to cancellation of the agreement/s executed herein and as may be required mandatorily/ statutorily as per rules and regulations of respective State or Govt. of India or its subsidiary bodies or undertakings that may be caused or likely to be caused from time to time as the case may be, the Purchaser/s herein do hereby unconditionally acknowledge and agree that he/ she/ it shall abide by such requirements as may be prescribed by the Developer/ Owner herein.

44. The schedules and Annexures hereto have been signed by the Parties and shall be binding on the Parties are deemed to be an integral part of this Agreement.

45. The Purchaser(s) declare/s that the Villa premise is intended for his/ her/ their personal use as a residential unit.

46. In this agreement the reference to any party in singular shall include plural as the case may be and vice versa.

**SCHEDULE "A"**
**(Description of 'Total Project Land Extent' – AURUM Villa Phase III)**

All that piece and parcel of property being land to an extent of 2 acres and 91 cents or thereabouts, comprised under Survey Numbers as mentioned herein below:-

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| SF.No. | Acre & cents |
|---|---|
| | |
| | |
| | |
| | |
| | |

situated at Pudupakkam Village, Vandalur Taluk, Chengalpattu District, situated within the Sub-Registration District of Kelambakkam and Registration District of Chengalpattu.

**SCHEDULE "B"**
**(Description of 'Project Land exclusive of OSR Land')**

All that piece and parcel of property being land to an extent of 2 acres and 48 cents or thereabouts, comprised under Survey Numbers as mentioned herein below: -

| SF.No. | Acre & cents |
|---|---|
| | |
| | |
| | |
| | |

situated at Pudupakkam Village, Vandalur Taluk, Chengalpattu District, situated within the Sub-Registration District of Kelambakkam and Registration District of Chengalpattu.

**SCHEDULE "C"**
**(Description of 'Villa Situated Land')**

All that piece and parcel of land to an extent of 1 acre & 14 cents comprised under **Survey No.**_____ (as per Patta No._____) forming part and parcel of Schedule 'B' Property herein above, situated at Pudupakkam Village,

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Vandalur Taluk, Chengalpattu District and within the Sub Registration District of Kelambakkam and Registration District of Chengalpattu.

**SCHEDULE "D"**
**(Description of 'Undivided Share of Land')**

Undivided share of land to an extent, as per **RERA – _____ sq.mt.,** (or _____ sq.ft., or thereabouts) out of Schedule 'C' herein above and forming part and parcel of Schedule 'B' Property herein above, situated at Pudupakkam Village, Vandalur Taluk, Chengalpattu District and within the Sub Registration District of Kelambakkam and Registration District of Chengalpattu.

**SCHEDULE "E"**
**(Description of Customer(s) Demised Premise)**

Villa Premises in **TYPE** ____ **–** _____ as per DTCP Approval No._____ bearing **Villa No. _____ at AURUM VILLAS- PHASE III** consisting of "**Carpet Area**" as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _____ **sq.mt.,** (equivalent to _____sq.ft., or thereabouts) including balcony and foyer area admeasuring about _____ **sq.mt.,** (equivalent to ____ sq.ft., or thereabouts ) together with common area admeasuring about _____ **Sq.mt** (equivalent to _____ Sq.ft) all totaling to _____ **sq.mt.,** (equivalent to _____ sq.ft., or thereabouts) **(G.F + F.F)** together with **one (1) _____ car park,** situated within Schedule 'D' Property, forming part of Schedule 'C' Property and further situated within Schedule 'B' Property herein above.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET IN THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT, AT CHENNAI ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN**

**SIGNED FOR AND ON BEHALF OF OWNER/DEVELOPER**
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**SIGNED BY PURCHASER(S)**

**Signature** : _____

**WITNESSES : -**

1)

2)

**ANNEXURE – A**
**(Details of Purchaser(s))**

| | |
|---|---|
| Name of Applicant | |
| Permanent Account No. | |
| Aadhaar Number | |
| Aged about | |
| Father or Husband Name | |
| Permanent Address | |
| Communication Address | |

**ANNEXURE – B**
**(TABLE FOR COMPUTATION OF TOTAL UNIT COST)**

| Sr. No. | Particulars | Amount |
|---|---|---|
| 1. | Basic Cost of Unit | |
| 2. | Infrastructure Charges | |
| 3. | Amenities Charges | |
| 4. | TNEB / CMWSSB Charges | |
| 5. | Documentation Charges | |

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| | | |
|---|---|---|
| 7. | Township Maintenance Deposit | |
| 8. | Total Unit Cost (exclusive of GST) | |
| | Amount received at time of signing Agreement | |
| | Balance consideration payable | |

and the final Balance Amount of **Rs._____.00** (Rupees _____ Only) to be paid as per payment schedule mentioned below (less paid already):

| | |
|---|---|
| On Booking | 10 |
| Within 30 Days | 20 |
| On commencement of foundation | 15 |
| On commencement of ground floor | 15 |
| On commencement of 1st floor | 15 |
| On commencement of 2nd floor | 6.25 |
| On commencement of brick works and plastering | 6.25 |
| On commencement of flooring | 6.25 |
| On offer of possession | 6.25 |
| **Total** | **100%** |

[***Interest shall be levied on delay in payments in accordance with clause 20 herein. GST and other taxes, if any, shall be paid in addition and borne by the customer(s) at the rate prevalent at the time of demand, as may be applicable.***]

## ANNEXURE – C
## (Specifications of Customer(s) Villa Premise)

| *AURUM VILLA PHASE-3_ SPECIFICATIONS* | | | | |
|---|---|---|---|---|
| **Discipline** | **Area/Item** | **Category** | **Type** | **Company** |
| Structure | | | RCC framed structure with brick / block work for external & internal walls | |

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| | | | | |
|---|---|---|---|---|
| | External Walls | | Masonry with Double Coat Plaster | |
| | Internal Walls | | Masonry with Single Coat Plaster | |
| Paint Finish | All Rooms, Living, Dining | Internal ceiling Internal Walls | Putty Finish | |
| | Kitchen | Wall | Putty Finish | |
| | | Ceiling | Putty Finish | |
| | Toilets | Wall Dado | Tiles | |
| | | Ceiling | Putty Finish | |
| Openings | Main door | Flush door | Red miranti or Equivalent with both side Veneer finish with Architrave. | |
| | Bed room door | Flush door | Both side skinned HDF door with WPC or Wooden frame in paint and oil Finish with Architrave | Masonite or equivalent |
| | Toilet door | Flush door | Both side skinned HDF door with WPC or Wooden frame in paint and oil Finish with Architrave | Masonite or equivalent |
| | Windows | | UPVC window | |
| | French door | | UPVC | |
| | Toilet Ventilators | | UPVC frame with glass louvers & exhaust fan provision | |
| Floor & Toilet Finishes | Living - Foyer | Floor | Vitrified Tiles | Simpolo or Equivalent |
| | Other Bedrooms | Floor | Vitrified Tiles | Simpolo or Equivalent |
| | Balcony - FF | Floor | Vitrified / Ceramic Tiles | Simpolo or Equivalent |
| | Master Bedroom | Floor | Engineered wood flooring / SPC | Square foot or Equivalent |
| | Staircase | Floor | Granite | |

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| | | | | |
|---|---|---|---|---|
| | Kitchen | Floor | Vitrified Tiles | Simpolo, Quotone or Equivalent |
| | | Wall Dado | Tiles - above platform as per architectural design intent Vitrified / Ceramic Tiles | |
| | | Platform | Quarts / Granite / Stone Kitchen Counter | |
| | | Sink | SS Sink | |
| | Common Toilet GF | Floor | Vitrified / Ceramic Tiles | RAK/ Simola/ Simpolo or Equivalent |
| | | Wall | Vitrified / Ceramic Tiles | RAK/ Simola/ Simpolo or Equivalent |
| | Common Toilet FF | Floor | Vitrified / Ceramic Tiles | RAK/ Simola/ Simpolo or Equivalent |
| | | Wall | Vitrified / Ceramic Tiles | RAK/ Simola/ Simpolo or Equivalent |
| | Master Toilet | Floor | Vitrified / Ceramic Tiles | RAK/ Simola/ Simpolo or Equivalent |
| | | Wall | Vitrified / Ceramic Tiles | RAK/ Simola/ Simpolo or Equivalent |
| | | | | |
| Sanitary ware, CP Fittings & Vanity Counter | Common Toilet GF | Washbasin counter | Granite / Counter tile | |
| | | Sanitary ware | Wall Hung WC | JAGUAR or Equivalent |
| | | CP Fittings | Shower, Pillar cock, Health faucet | JAGUAR or Equivalent |
| | Common Toilet FF | Washbasin counter | Granite / Counter tile | JAGUAR or Equivalent |
| | | Sanitary ware | Wall Hung WC | JAGUAR or Equivalent |
| | | CP Fittings | Shower, Pillar cock, Health faucet | JAGUAR or Equivalent |

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| | | | | |
|---|---|---|---|---|
| | Master Toilet | Washbasin counter | Vanity counter / Granite / Counter tile | KOHLER or Equivalent |
| | | Sanitary ware | Wall Hung WC | KOHLER or Equivalent |
| | | CP Fittings | Shower, Pillar cock, Health faucet | KOHLER or Equivalent |
| | All Toilets | Dry & Wet Zone Partition | Fixed glass for dry & wet zone division. | |
| Railing | Balcony | | Aluminum sections with Glass Railing as per architectural details. | |
| | Staircase | | SS Railing as per Architectural Details. | |
| Plumbing, CP and Sanitary | | Water Supply | UPVC / CPVC pipes | Astral, Ashirwad or Equivalent |
| | | Underground Drainage | PVC pipes | Astral, Ashirwad or Equivalent |
| | | Utility Area | Washing Machine - Intel / Outlet Provisions in kitchen utility area | Astral, Ashirwad or Equivalent |
| Cold and Hot water plumbing system | | | | |
| | | | Separate cold and hot plumbing system in Bathrooms | |
| Electrical | | Wiring | Adequate light, fan and power points. Concealed wiring | |
| | | Wire | FRLSH | RR KABEL, Finolex, Polycab or equivalent |
| | | Switches | Modular type Concealed Switches | Schneider, L&T, Legrand, Anchor, Panasonic |
| | | ELV Wires | TV & Telephone, cabling in Living rooms & Provision for the same in M.Bedroom | |

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| | | | | |
|---|---|---|---|---|
| | | Power Backup | Up to 1000 VA for lighting | |

**ANNEXURE – D**

**SPECIFICATIONS OF AMENITIES/ FACILITIES THAT ARE COMMON TO THE VILLA BUILDING:**

| | |
|---|---|
| **EXTERNAL DEVELOPMENT:** | |
| | Paver blocks at Hardscaped Areas as per Architectural Design |
| | Compound wall in outer periphery as per the Master planning |
| | Landscaping as per architect's details |
| **GENERAL** | |
| | Sewage Treatment Plant |
| | Overhead tanks on each Villa |
| | All Staircases with stone flooring & MS Railing as per Architect's design |
| | Anti-termite Treatment |
| | |

**2) MEMBERSHIP TO THE BUILDING ASSOCIATION AND ASSOCIATION OF OWNERS:**

1. The Customer(s) shall become a member of the Building Association that will be formed along with other Customer(s), present and future of the Buildings/ Blocks for the governance of the day-today affairs and maintenance of the Buildings/ Blocks.
2. All such Building Associations, which shall be one or many depending on the number of other such Buildings/ Blocks that the Owner/Developer has developed/ is developing/ proposing to develop similar properties, owned by the Owner/Developer, in the adjoining areas, shall automatically gain membership to the ASSOCIATION OF OWNERS, the Apex Body for the BUILDING ASSOCIATIONS, which ASSOCIATION OF OWNERS shall be responsible for carrying out all

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maintenance works to the whole or any part of the Green Belt Area from time to time.

**ANNEXURE – E**

**RIGHTS, PRIVILEGES AND OBLIGATIONS OF USE AND ENJOYMENT OF THE "GREEN BELT AREA"**

1. **"GREEN BELT AREA"**

   means huge areas with landscape developed/ being developed/ to be developed by the Owner/Developer in the adjoining areas, which may comprise any one or few or all of the following: entry statement area with permanent, semi-permanent structures, water bodies, etc., waterfalls, ponds, private gardens, terrace gardens, road roundabouts, roadside parks, soft landscaping, hard landscaping, murals, pathways, walking trails, jogging tracks, cable trench, culverts, crossovers, reservoirs etc. and its proportionate undivided share of land for the use and enjoyment, in common, by the Customer(s)// prospective customer(s) of Schedule 'B' Property and other customer(s)/ prospective customer(s) of other Buildings/ Blocks/ properties developed/ being developed/ to be developed by the Owner/Developer in the adjoining areas.

2. The Customer(s) shall and will use and enjoy all landscape elements, sewers, drains, watercourses and all other amenities in the Green Belt Area in common and consistent with the rights and interests of the Customer(s) of other Villas/ Buildings/ Blocks/ properties developed/ being developed/ to be developed by the Owner/Developer in the adjoining areas.

3. The Customer(s) shall be entitled to use and enjoy the benefits under this Annexure so long as the Customer(s) pays promptly, such maintenance and/ or charges, including any advance monies or deposit that may be fixed, from time to time, by the Owner/Developer/ Building Association/ Association of Owners that may be in charge of, developing and maintaining the 'Green Belt Area'. Such maintenance and/ or charges

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shall be payable through the Owner/Developer and/ or respective Building Association and shall be charged on the Schedule 'E' Property of the customer(s) premise.

4. Projects similar or identical to this Project are also under contemplation by the Owner/Developer in the adjoining areas. The 'Green Belt Area' shall be developed and maintained not only for the benefit of customer(s) of Villa Building/ Block, but also to customer(s) of other Buildings/ Blocks/ properties developed/ being developed/ to be developed by the Owner/Developer in the Adjoining areas.
5. The Customer(s) will and must contribute such monies as will be stipulated by the Owner/Developer/ Building Association/ Association of Owners either as a one-time lump sum payment and/ or in monthly installments towards non-refundable deposit. Any interest that may be realized from such sinking fund or deposit will be used for further development and continuous use of the 'Green Belt Area'. In addition to the deposit, the Customer(s) agrees to pay the charges fixed from time to time by the Owner/Developer and/ or Association of Owners for maintaining the 'Green Belt Area'. The Customer(s) agrees and undertakes to be bound by the Bye-Laws or other terms and conditions, as may be, framed by the Owner/Developer/ Building Association/ Association of Owners in this regard and the Building Association shall also be bound by the bye-laws framed by the Association of Owners from time to time.
6. The Building Association on behalf of the Customer(s) shall pay to the Association of Owners promptly, such maintenance and/ or charges, including any advance monies or monies towards deposit that may be fixed, from time to time, by the Owner/Developer and/or Association of Owners for the common maintenance of the Green Belt Area and the Customer(s) hereby agrees and undertakes to pay such monies, as indicated in Clause (6) above, to Owner/Developer and/ or Building Association to facilitate the Owner/Developer and/ or Building Association to pay such monies to Association of Owners.

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7. If the Customer(s) defaults in payments of the maintenance and/ or charges, mentioned above, the Association of Owners through the Building Association shall have the right to remove such common benefits or amenities including electricity and water connection of Customer(s) demised premises from the enjoyment of such defaulting Customer(s)/ tenants/ lessees/ licensees, etc. and/ or impose such restrictions or penalties as may be deemed fit by it in the overall interest of maintenance of the Green Belt Area so long as such default subsists.
8. The Customer(s) shall use and enjoy the Green Belt Area in such manner as would not diminish the value of utility of the common amenities and facilities provided/ to be provided in the Green Belt Area and shall not hinder the effective use and enjoyment of the same by the Customer(s) of other Villas/ Buildings/ Blocks/ properties developed/ being developed/ to be developed by the Owner/Developer in the adjoining areas.
9. The Green Belt Area shall not be altered or permitted or suffered to be altered by the Customer(s) except such alteration or modification as are approved or permitted by the Association of Owners.
10. The Association of Owners, its agents, representatives, etc., shall have the right at all reasonable times upon notice, to alter, renew, repair, modify, demolish, rebuild or renovate any portion of the Schedule 'B' Property built over, above and/ or adjoining the Green Belt Area only for the purpose of carrying out the up keep, safeguarding, protecting, renewing, altering, repairing and all other maintenance works to that part of the Green Belt Area.
11. The Association of Owners, its agents, representatives, etc., shall have the right at all reasonable times upon notice, to enter into and upon parts of the Building/ Block for the purpose of repairing, renewing, altering and for carrying out all other maintenance works to the whole or any part of the Green Belt Area, if any, comprised in the BUILDING/ BLOCK or adjacent to or adjoining or forming part of the Building/ Block.
12. The Customer(s) shall not at any time carry on or suffer to be carried on any trade or pursuit in the Green Belt Area.

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13. The Customer(s) shall not suo motto make any arrangement for the maintenance of the Green Belt Area including the common amenities therein which are for the benefit of all the customer(s) of the Building/ Block and all other customer(s)/ owners of other Building/Block/properties developed/ being developed/ to be developed by the Owner/Developer in the Adjoining Areas.
14. The Customer(s) shall not keep stock or display of any wares or any other materials/ articles/ things in the Green Belt Area nor shall display any signboard or advertisement board or designs or neon signs etc. in the Green Belt Area.
15. Notwithstanding the fact that some portion of the Green Belt Area such as water bodies, etc. would be part of Schedule 'B' Property, the Building/ Block and/ or other properties developed/ being developed/ to be developed by the Owner/Developer in the adjoining areas, the owners of the Buildings/ Blocks and properties so developed shall not have any exclusive or special rights with regard to such portion of the Green Belt Area, its water ways, lines, sewers, service connections, etc. that might abut or be beneath the said property so developed, and it shall be the function of the Association of Owners to regulate its use, implementation and modification as case may be.

**I, Mr.**_____ have read and understood the above Rules & Regulations at PACIFICA AURUM, Padur, OMR Road, Chennai 603103 and agree to abide by them in force from time to time.

**SIGNED BY THE PURCHASER**

**Signature** : _____

FOR SYLVANUS BUILDERS & DEVELOPERS LTD.,

PURCHASER(S)

AUTHORIZED SIGNATORY

Sylvanus Builders And Developers Pvt. Ltd.

Director/Authorized Signatory

THE LANDLENS SUITE

# Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

### LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
**/landlens/one**

### Verify My Land
Every record check run on one property and returned as a single report.
**/landlens/verify-my-land**

### Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
**/landlens**

### One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
**/landlens/one/map**

### PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
**/landlens/pricemap**

### Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
**/landlens/build-scope**

### Property Tracker
Watch a property and hear about it when something new is registered against it.
**/landlens/property-tracker**

### Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
**/landlens/deal-room**

FREE TOOLS · NO ACCOUNT NEEDED

# Twenty-four checks you can run yourself, at no cost.

## Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

## Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

## Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

## Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

**Every free tool**
/tools

**Services we run for you**
/services

**The LandLens suite**
/landlens/one

Verified RealEstate™

# Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

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+91 9996 12 9996

Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.