

ANNEXURE 'A'

(See rule 3)

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this ..... (Date) day of ..... (Month), 20 ..... (year).

By and Between

**Pelican Realty Projects Private Limited** (CIN No:U70102TN2008PTC069724), a company incorporated under the provisions of the Companies Act, (1956, as the case may be), having its registered office at T2, No.31, Rajamannar Street, T.Nagar, Chennai-600 017 and its corporate office at T2, No.31, Rajamannar Street, T.Nagar, Chennai-600 017 (PAN AACCH1963J) and having its Branch Office at No. 430, Pelican Belfort, 40 feet Road, Pillayarkuppam, Puducherry - 607402,

Represented by its authorized signatory \_\_\_\_\_(Aadhaar No. ....) duly authorized vide aboard resolution, dated ..... Hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor – in interest, executors, administrators and permitted assignees);

And

Mr./MS. ...., (Aadhaar No. ....) son/daughter of ....., aged about ....., residing at ....., (PAN .....),

hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties and individually as a “Party”.

Definitions.- (1) for the purpose of this Agreement for Sale, unless the context otherwise requires;

- (a) “Act means the real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) “Appropriate Government” means the Government of Puducherry;
- (c) “Local Laws” means the laws applicable in the Union territory of Puducherry.
- (d) “Occupancy Certificate” means the occupancy certificate issued by the Planning Authority in accordance with the Puducherry Building Bye – Laws and Zoning regulations, 2012 and as amended from time to time.
- (e) “Planning Authority” means the Planning Authority established under section 11 of the Puducherry Town and Country Planning Act, 1969 (Act 13 of 1970).
- (f) “Regulations means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (g) “Rules means the Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, and
- (h) “Section means a section of the Act.

(2) Words and expressions used but not defined in this Agreement, but defined in the Act or the Rules and Regulations made thereunder, shall have the same meaning respectively assigned to them in the Act or the Rules and Regulations made thereunder.

Whereas Mr K V Nagesh (Owner) is the absolute and lawful Owner of **Plot Nos.289 to 324** in Pelican Belfort Layout, comprised in **Re Survey Nos. 148/2, 24/2 and 24/3** at No.73, Pillaiyarkuppam Revenue Village, Bahour Commune Panchayat, Puducherry District totally measuring 1,18,475 Sq.Ft., or 11,010 square meters ("Said Land") vide sale deed, dated **24.03.2009** Registered as **Document No. 993/2009** at the office of the Sub- Registrar of Bahour. The Owner along with other landowners has executed a **General Power of Attorney** in favour of Promoter, dated **11.08.2010** registered as **Document No. 188/2010** at the office of the Sub- Registrar of Bahour had obtained the layout approval vide **PPA/ 354 / 2776 / Z (SB / 2) /Layout / 2008-11 dated 28.02.2011** and gifted the roads and OSR to the Bahour Commune vide gift deed dated **21.02.2011** registered as **Document No.7171/2011**, SRO, Bahour. The Owner has executed a General Power of Attorney in favour of the Promoter dated **26.06.2018** and registered as **Document No. 925/2018** at the Office of the Sub Registrar Bahour for developing the said Land.

(B) The said Land is earmarked for the purpose of building an affordable retirement community (residential) project, comprising of 120 units consisting of Block Nos. A, B, C and D and is part of the said project known as "Covai Pelican Phase I" ("Project");

(C) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed (Title deed and chain of title Annexed hereto in Schedule I);

(D) The Puducherry Planning Authority has granted the permission to develop the Project vide approval, dated **01.04.2021** bearing building permit No. **PPA/1931/378/Z(SB/BCP)/2018-2021** ( Annexed hereto in Schedule F);

(E) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment (Annexed hereto in Schedule G) from Puducherry Planning Authority. The Promoter agrees and undertakes that it will not make any changes to these approved plans and execute the project in strict compliance in accordance with section 14 of the Act and other laws as applicable;

(F) The Promoter has registered the Project under the provisions of the Act the Real Estate Regulatory Authority at ..... On ..... under registration No. .... (Annexed hereto in schedule H);

(G) The Allottee had applied for an apartment in the Project vide application No. ...., dated

..... And has been allotted Apartment No. \_\_\_\_having carpet area of \_\_\_\_square feet,Type\_\_\_\_on the\_\_\_\_floor in Block No.\_\_\_\_(“Building”) along with garage/covered parking No.\_\_\_\_admeasuring\_\_\_\_square feet[insert location of garage/car park] as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

(H) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

(I) **The Services comprising of Essential Services, Smart Services, Catering &Diet, Wellness &Health, Entertainment, Funeral Services shall be provided by Covai Senior Citizens Services Pvt Ltd and the Care Components comprising of Assisted Care, Palliative Care, Polycare will be provided by Covai Elder Care Private Limited and both having its registered office at 13/4 Gem Nirmaalayam, CovaiCare Tower, VG Rao Nagar, Ganapathy, Coimbatore 641 006 shall enter into separate services agreements with the allottees. Covai Property Centre (India) Private Limited, the parent companyhaving its registered office at 13/4 Gem Nirmaalayam, CovaiCare Tower, VG Rao Nagar, Ganapathy, Coimbatore 641 006 has registered as a real estate agent vide RERA Registration No:4/4/PRERA/REP/PDY/2019 dated 07.02.2020 and valid upto 06.02.2025.**

(J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the Project;

(K) The Parties , relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations incorporated in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking as specified in Para G;

**NOW THEREFORE**, in consideration of the mutual representation, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties herein do hereby agree as follows:

1. Terms:-

(1.1) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase , the Apartment as specified in Para G;

(1.2.) The Total Price for the Apartment based on the carpet area is Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_Only (“Total Price”) (Give break up and description): Refer Annexed Schedule C

Plot No:	Rate of Apartment per square feet *  Rs._____-/-
Block No:	
Apartment No:	
Type:	
Floor:	
Total price (In Rupees)-	

\*Provided breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

AND

Garage/Covered Car Parking	Price for 1
Garage/Covered Car Parking	Price for 2
Total Price (in Rupees)	

Explanation:

(i) The total Price above includes the booking amount paid by the allottee to the Promoter towards the cost of the Apartment;

(ii) The Total Price above includes Taxes ( consisting of tax paid or payable by the Promoter by way of SGST and CGST which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date handing over the project to the association of allottees or the competent authority, as the case may be, after obtaining the occupancy certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration , if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee and the Promoter will bear the same;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time agreed and in the manner specified therein. In addition, the Promoter shall provide the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or being effected;

(iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Area, internal development charges, external development charges, taxes, cost of



providing electric wiring, electrical connectivity to the apartment, water line and plumbing, finishing with paint, flooring, doors, windows, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and excluding the monthly maintenance charges as per para 11 and the charges for the common amenities and the Senior Care Facility which shall be owned and maintained by the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited. The charges for the common amenities and the Senior Care Facility shall be detailed in the Services Agreements annexed hereunder in Schedule J.

(1.3.) The Total Price is escalation – free, save and except increase which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter, for being issued to the Allottee, which shall only be applicable on subsequent payments;

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall by the extension, if any, granted to the said project by the Authority, as per the Act, the shall not be charged from the Allottee and the Promoter will bear the same;

(1.4.) The Allottee (s) shall make the payment as per the payment plan set in schedule C (“Payment Plan set out in Schedule C (“Payment Plan”).

(1.5.) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (annexed herein in schedule G) and specification and the nature of fixtures, fittings and amenities described herein at schedule D and schedule E (which shall be in conformity with the advertisement, prospectus, etc., on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee upon written request, or such minor changes or alterations as per the provisions of the Act.

(1.6.) The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the planning authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, which is not more than three percent of the carpet area of the apartment, allotted to the allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be

made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

(1.7.) Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartmentas mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the common areas to the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of (the Apartment) includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and fire-fighting equipments in the common areas, and excludes maintenance charges as per Para 11 etc. and cost of providing common amenities to be provided in the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment;

(1.8) it is made clear by the Promoter to the Allottee that the Apartment along with the parking area shall be treated as a single indivisible unit for all purposes.

(1.9.) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and the corresponding penal charges, if any, to the authority or person to whom they are bound to be payable and also be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

(1.11) The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the (Apartment) as prescribed in the Payment

Plan (schedule C) as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. Mode of Payment. – Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (schedule C) through A/c Payee cheque/demand draft/ bankers cheque or online payment( as applicable) in favour of “\_\_\_\_\_”.

3. Compliance of Laws Relating to Remittances. –

(3.1.) The allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill his obligation under this Agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and regulations of the Reserve Bank of India or nay other applicable law. The Allottee

understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(3.2) The Promoter is held irresponsible with regards to condition specified in para 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. Adjustment/ Appropriation of payments. – The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.
5. Time is Essence. – The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of

the allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simulations completion of construction by the Promoter as provided in payment Plan (schedule C).

6. Construction of the Project/Apartment. – The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan and facilities of the Apartment and accepted the Payment Plan, floor plans, layout plans and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement the Promoter undertakes to strictly by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio (FAR) and density norms and provisions prescribed by the Puducherry Building Bye-Laws and Zoning Regulations, 2012 and as amended from time to time and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. Possession of the Apartment: –

(7.1.) Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on the date of completion as mentioned in this agreement, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused due to natural calamities or due to Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, which made it impossible of the contract to be implemented as per schedule. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to execute the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by him for the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

(7.2). Procedure for taking possession : The Promoter, upon obtaining the occupancy certificate from the Puducherry Planning Authority, shall offer in writing the possession of the Apartment, to the allottee in terms of this agreement to be taken within three months from the date



of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited, as the case may be, after issuance of the occupancy certificate for the Project. The Promoter shall hand over the occupancy certificate of the Apartment, as the case may be, the allottee at the time of conveyance of the same.

(7.3). Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per para 7.2, all Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

(7.4). Possession by the Allottees- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees. It shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited, as the case may be, as per the local laws.

(7.5). Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act;

Provided that when the Allottee proposes to cancel/withdraw from the project without any fault on the part of the Promoter, the Promoter herein is entitled to forfeit only the booking amount as mentioned in Schedule C Rs.1,00,000/- (Rupees One Lakh Only) for 1 BHK and Rs.2,00,000/- (Rupees Two Lakhs Only) for 2 BHK) paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter on the Allottee within 45 days of such cancellation.

(7.6). Compensation – The Promoter shall compensate the Allottee in case of any loss caused to the allottee due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under the provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence for a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) In accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand of the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of its becoming due. Provided that where if the allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee

interest at the rate prescribed in the Rules for every month of delay, till handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 days of its becoming due.

8. Representations and Warranties of the Promoter – The Promoter hereby represents and warrants to the Allottee as follows:-

(i) The (Promoter) has absolute clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Projects;

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

(iii) There are no encumbrances upon the said Land or the Project; The said land has been mortgaged to Sundaram BNP Paribas Home Finance Limited vide mortgage deeds dated 03.10.2017 registered as Document No.13394/2017, SRO, Bahour and 29.03.2018 registered as Document No.6732/2018, SRO, Bahour. The Mortgagee will issue a No Objection Certificate at the time of registration of undivided share of land in favour of the Allottee.

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;

(v) All approvals, Licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in

relation to the Projects, said Land, Building and Apartment and common areas;

- (vi) The Promoter has the right to enter into his Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any Agreement for Sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees or the competent authority, as the case may be;
- (x) The Scheduled Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has by right, title and claim over the Scheduled Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to the said project to

the Competent Authorities till the completion certificate has been issued and possession of apartment, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the allottee or the association of allottees or the competent authority, as the case may be; and

- (xii) No notice from the appropriate Government or any other Local body or authority or any legislative enactment, government ordinance, order, notification(including any notice for acquisition or requisition of the said property) has been received by or served upon to the Promoter in respect of the said Land and /or the Project.

#### 9. Events of Defaults and Consequences –

(9.1) Subject to the Force Majeure conditions, the Promoter shall be considered as Defaulter in the following events;

- I. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate has been issued by the Planning Authority;
- II. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration

under the provisions of the Act or rules or regulations made thereunder.

(9.2). In case of any Default committed by Promoter under the conditions listed above, Allottee is entitled to the following;

- I. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and thereafter, the Allottee shall be required to make the next payment without any interest; or
- II. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that when an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

(9.3) The Allottee shall be considered as Defaulter, on the occurrence of the following events;

- I. In Case the Allottee fails to make payments for the 2 consecutive demands made by the Promoter as per the Payment Plan (Schedule C) annexed hereto, despite having been issued notice in this regard, the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- II. In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the (Apartment) in favour of the Allottee and shall be refund the amount to the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated provide that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination of agreement.

10. Conveyance of the said Apartment – The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common areas to the allottee within three months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/ or registration charges and all other incidental and legal expenses towards execution of conveyance deed, so demanded within the period mentioned in the notice, the allottee authorizes the Promoter to withhold registration of the

conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11. Maintenance of the said Apartment Project- The service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited shall be responsible to provide maintenance services in the Project and the appropriate charges shall be detailed in the Services Agreement to be entered between service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited and the allottees.**

12. Defect Liability –the Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of God or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify/repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer to the respective products.



The Promoter shall rectify the structural defects without further charges, within thirty days and in the event of Promoter's failure to rectify such defect within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. Right of the Allottee to use Common Areas and Facilities Subject to Payment of Total Maintenance Charges - The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to use of Common Areas shall be subject to timely payment to total maintenance charges, as determined and thereafter billed by the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited, from time to time.

14. Right to Enter the Apartment for Repairs - The service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited shall have the rights of unrestricted access of all Common Areas, for providing necessary maintenance service and the Allottee agrees to permit the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any material defect.

15. Usage -

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within Covai Pelican Phase I (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the service providers Covai Senior Citizens Services Pvt Ltd and Covai Elder Care Private Limited for rendering maintenance services.

16. General Compliances – (16.1) With Respect to the Apartment:

(16.1.1) Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment or the Staircase, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in way damaged or jeopardized.

(16.1.2) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material ect., on the face/façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

(16.1.3) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the association of allottees and /or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

(16.2) With respect to the Apartments:

(16.2.1) Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cast and shall not do or suffer to be done anything in or the Apartment, or the compound walls, roads, common areas or circulation areas which may be in violation of any laws or rules of any authority and keep the Apartment, sewers, drains, pipe and appurtenances there

or belonging thereto, in good repair and maintain the same in proper conditions.

(16.2.2) The Allottee further undertakes, assures and guarantees that the Allottee shall not store any hazardous or combustible goods in the Apartment. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. Compliance of Laws, notifications etc., By parties- The Parties are entering into the Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
18. Additional Constructions – The Promoter undertakes that he has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan, layout plan, sanctioned plan and specification, amenities and facilities has been approved by the competent authority and disclosed, except for as provided in the Act.
19. Promoter shall not Mortgage or Create a Charge – After the Promoter executes this Agreement, he shall not mortgage or create a charge on the (Apartment) and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
20. The Puducherry Apartment Ownership Act- The Promoter has assured the Allottees that the project in its entirety is in accordance

with the provisions of the Puducherry Apartment Ownership Act, 1987 (Act 8 of 1987).

The Promoter showing compliance of various laws/regulations as applicable in the Union territory of Puducherry.

21. Binding Effect- Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan(Schedule C) within 30 (thirty) days from the same of receipt by the Allottee and Secondly, appears for registration of the same before the concerned office of the Sub-Registration of Bahour at West St, Bahour, Pondicherry - 607402(specify address of the concerned officer of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. Entire Agreement- This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings,

any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties with regard to the said apartment.

23. Right to Amend – This Agreement may only be amended through written consent of the Parties.
24. Provisions of this Agreement Applicable on Allottee/Subsequent Allottees – It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Apartment and the Project shall equally be applicable to the enforceable against and by any subsequent Allottees of the Apartment in case of any transfer as the said obligations also pass along with the Apartment for all intents and purposes.
25. Waiver not a Limitation to Enforce –
- (24.1). The Promoter may, on his sole option and discretion, without prejudice to his rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- (24.2), Failure on the part of the parties to enforce at any time or for any period to time the provisions hereof shall not be construed to be a

waiver of any provision or of the right thereafter to enforce each and every provision.

25. Severability – If any provision of this Agreement shall be determined as null and 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 the 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.
26. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement – Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be calculated proportionately with the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.
27. 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 of 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.
28. Place of Execution. – The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office in

Chennai/Puducherry after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub – Registrar at Bahour. Hence, this Agreement shall be deemed to have been executed at Puducherry.

39. Notices. – That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

.....Name and Address of the Allottee

M/s. Pelican Realty Projects Private Limited Promoter name

T2, No.31, Rajamannar Street, T.Nagar, Chennai- 600 017 (Promoter address)

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

31. Joint Allottees. – That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes will be considered as properly served up on all the Allottees.

32. Savings. – Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot



or building, as the case may be, prior to the execution and registration of this Agreement for Sale of such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interest of the allottee under the Agreement for sale or under the Act or rules or regulations made thereunder.

33. 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 Act or rules or regulations made thereunder including other applicable laws or regulations made thereunder including other applicable laws of India for the time being in force.

34. Dispute Resolution. – All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

In witness whereof parties hereinabove names have set their respective hands and signed this Agreement for sale at Puducherry in the presence of attesting witness, signing as such on the day first above written.

Signed and Delivered by the within named.

Allottee: (including joint buyers)

1. Signature

.....

Name



.....  
Address .....

2. Signature

.....  
Name .....  
.....  
Address .....



Signed and Delivered by the within Named.

Promoter

1. Signature (Authorized signatory

.....  
Name .....  
Address .....

At ..... On .....  
in the presence of:

Witnesses:

1. Signature .....  
Name .....  
Address .....

Apartment no.\_\_\_\_\_in the \_\_\_\_\_floor having a carpet area of \_\_\_\_\_sqft ,  
parking area \_\_\_\_\_Sq.ftsituated in Plot no.\_\_\_\_\_ comprised in R S  
No.\_\_\_\_\_, Cadastre no. \_\_\_\_\_, Patta No. \_\_\_situated in Pelican Belfort,  
No.73, Pillyarkuppam/Seliamedu Revenue village, Bahour commune,  
Puducherry.

**Schedule 'B'**

Floor Plan of the Apartment (Plotted Development) -

**Schedule 'C'**

<b>COVAI PELICAN PHASE I PRICING SHEET- 1 BHK</b>		
Flat no :		
<b>Cost Details</b>	<b>in Sqft</b>	<b>Amount</b>
UDSL		
Build up area		
Cost of Apartment		
Registration Charges		
Corpus Funds		
GST 1% ( as applicable as per GST Act)		
<b>Total</b>		
<b>Rounded off Total Cost</b>		

1	Booking Advance	20%	
2	Receipt of Offer letter	10%	
3	On Completion of Ground Floor Roof Slab	10%	
4	On Completion of First Floor Roof Slab	10%	
5	On completion of Second Floor Roof Slab	10%	
6	On Completion of Third Floor Roof Slab	10%	
7	On Completion of Fourth Floor Roof Slab ( Registration )	15%	

8	On completion of Plumbing and Electrical	5%	
9	On completion of Flooring and Painting	5%	
10	On Handing over	5%	
11	Senior Care Specifications		
12	Corpus Fund		
13	Refundable Deposit		

<b>COVAI PELICAN PHASE I PRICING SHEET- 2 BHK</b>		
Flat no :		
<b>Cost Details</b>	<b>in Sqft</b>	<b>Amount</b>
UDSL		
Build up area		
Cost of Apartment		
Registration Charges		
Corpus Funds		
GST 1% ( as applicable as per GST Act)		
<b>Total</b>		
<b>Rounded off Total Cost</b>		

1	Booking Advance	20%	
2	Receipt of Offer letter	10%	
3	On Completion of Ground Floor Roof Slab	10%	
4	On Completion of First Floor Roof Slab	10%	
5	On completion of Second Floor Roof Slab	10%	
6	On Completion of Third Floor Roof Slab	10%	
7	On Completion of Fourth Floor Roof Slab ( Registration )	15%	
8	On completion of Plumbing and Electrical	5%	
9	On completion of Flooring and Painting	5%	

10	On Handing over	5%	
11	Senior Care Specifications		
12	Corpus Fund		
13	Refundable Deposit		

**Schedule 'D'**

**"COVAI PELICAN PHASE I" SPECIFICATIONS**

**Fixtures & Fittings**

**Schedule 'E'**

**"COVAI PELICAN PHASE I"-SPECIFICATIONS**

As per Brochure

**Schedule 'F'**

Layout Plan Permit Granted by Puducherry Planning Authority -

**Schedule 'G'**

Approved Building Plan of the Project by Puducherry Planning Authority. – **Refer Schedule B.**

## **Schedule 'H'**

Registration Certificate of the Project by the Puducherry Real Estate Regulatory Authority-

## **Schedule 'I'**

Legal Title Deed of the Project

(The 'Schedule' to this Agreement for sale shall be as agreed to between the Parties).

## **Schedule 'J'**

Services Agreement between Allottee and CovaiCare

