

Sub-Lease Agreement of BHAVANA Old Age Home-1
between
Bharatiya Varishtha Nagarik Samiti and Founder Member(s)

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SUB-LEASE A G R E E M E N T

THESE ARTICLES OF AGREEMENT EXECUTED AT Noida on the _____

B E T W E E N

Bharatiya Varishtha Nagarik Samiti, a charitable society registered in the year 2000-01 under Societies Registration Act-1860 and having its Registered Office at 507, Kasmanda Apartment, 2, Park Road, Hazratganj, Lucknow-226001, through its Yeida Branch President, Shri Anil Kumar Sharma with Branch Office at B-99, Sector 30, Noida-201303, which expression, unless repugnant to the context, shall mean and include its successors hereinafter referred to as **'Society' of the ONE PART.**

A N D

Mr./Mrs _____, son/daughter/wife of Shri _____, bearing **Membership No.** _____ of the 'Society' jointly with spouse **Mr./Mrs** _____, son/daughter/wife of Shri. _____, bearing **Membership No.** _____ of the Society, both resident(s) of _____; hereinafter referred to as the **FOUNDER MEMBER(S) of the OTHER PART.**

WHEREAS:

A. THE SOCIETY:

An entity on the ONE PART to this agreement as aforesaid is:

- a. A charitable society registered vide no. 662/2000-01 at Lucknow under the Societies Registration Act-1860 with its Registered office at 507, Kasmanda Apartments, 2, Park Road, Hazratganj, Lucknow-226001 and is assisted in its operations by various branches in different parts of the country including Yeida Branch with its office currently located at B-99, Sector 30, Noida-201303 Distt. Gautam Budh Nagar.
- b. Proposing to launch in India a 'Chain of affordable Old Age Homes' to provide dignified happy & healthy community living to elders. These Old Age Homes shall strive for strengthening the self-esteem of elders with their cooperative contribution to the societal needs of Indian Community, and thus, instill a sense of their continued utility to the society even at their age. This is in consonance with objectives of the Society enshrined in Rule 6 of its byelaws, extract of which is reproduced below:-

“.....अधिक से अधिक बुजुर्गों को जीवन पर्यन्त सम्मान के साथ सुखी एवं स्वस्थ रहने में यथा संभव सहयोग देना इस संस्था का प्रमुख संकल्प होगा. यह संस्था बुजुर्गों में स्वावलम्बन, सहयोग, सहिष्णुता व सेवा की भावना बलवती करने का हर सम्भव प्रयास करेगी ताकि उनमें सकारात्मक ऊर्जा का प्रवाह निरंतर होता रहे एवं वे प्रसन्न, स्वस्थ तथा सार्थक जीवन जी सकें.....”

These old age homes are proposed to be set up in large cities and are to be financed and setup by their respective Founder Members under the “Self-financing Scheme” on “No Profit No Loss Basis”.

- c. Registered with Income Tax Department for exemptions under Income Tax Act-1961:
 - i. vide unique registration No. AAAAB2553QE20060 dated 01-10-2021 under Section/ clause/ sub-clause/ proviso as 01-Sub clause (i) of clause (ac) of sub - section (1) of section 12A of Income Tax Act-1961 w.e.f. 1st Oct 2021 for AY 2022-23 to AY 2026- 2027
 - ii. vide unique registration No. AAAAB2553QF20068 dated 02-10-2021 under Section/ clause/ sub-clause/ proviso as 11-Clause (i) of first proviso to sub-section (5) of section 80G of Income Tax Act-1961 w.e.f. 2nd Oct 2021 for AY 2022-23 to AY 2026- 2027.

- d. Registered with “Registrar of Companies, Ministry of Corporate Affairs, Government of India” for undertaking CSR activities and its Registration number is CSR00018398 and is competent to undertake projects covered by Schedule VII of the Indian Companies Act-2013
- e. The proposed aforesaid chain of Old Age Homes is covered under Schedule-VII at Sl. (iii) of Indian Companies Act-2013, which allows setting up of old age homes, day care centres and such other facilities for senior citizens.

B. YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY:

An authority constituted under the provisions of UP Industrial Development Act, 1976 and having its office at First Floor of Commercial Complex, Block-P-II, Sector-Omega-I, Greater Noida, Uttar Pradesh, which expression, unless repugnant to the context, shall mean and include its successors (hereinafter to be referred to as “YEIDA”):

- a. Has executed a lease deed of Plot No. OAH-01, Pocket-J, Sector-18, Yeida, Distt Gautam Budh Nagar, Uttar Pradesh on 01-01-2020 for a period of 90 years as per lease plan communicated vide its letter No. YEA/INST/545/2019 dated 07-01-2019. This lease deed has been registered with the Dy Registrar (i.e. **उप निबंधक: सदर, ग्रेटर नॉएडा, गौतम बुद्ध नगर**) with Registration No. 27 in favour of Society.
- b. Has simultaneously handed over the possession of land located at Plot No. OAH-01, Pocket-J, Sector-18, Yeida to Society as per **Schedule “A”** (hereinafter to be referred as “the said Plot of Land”) and measuring 3250 sqm for developing the said Plot of Land by constructing thereon the first of the chain of Old Age Homes to be known as **“BHAVANA OLD AGE HOME-1”**.
- c. Has approved vide its No. **वाई.ई.ए/नियोजन/BP-106/566 दिनांक** 17-11-2021, the taking up of construction of BHAVANA OLD AGE HOME-1 by the Society on the said Plot of Land based on Building Plans submitted by the Society.
- d. A prior approval from Chief Fire Officer in regard to Fire Safety of Building Plans has since been accorded by UID No: UPFS/2021/29226/GBN/Gautam Budh Nagar/8520/CFO dated 12-03-2021 communicated and issued vide their e-mail dated 26-03-2021

C. THE FOUNDER MEMBER(S):

On the OTHER PART to this agreement as aforesaid is Individual/ Institutional/ Volunteer member of the Society, who has financed the construction of Bhavana Old Age Home-1 subject to a minimum of Rs 1 lac by donating towards ‘Partial Cost’/ ‘Full

Cost' of a Residential Unit before start or during actual construction of BHAVANA OLD AGE HOME-1 but before its commissioning:

- a. Shall have certain rights and privileges over residential accommodations in BHAVANA OLD AGE HOME-1, which are defined herein after in this agreement,.
- b. Is desirous of having a "Lifetime Allotted" Residential Unit soon after BHAVANA OLD AGE HOME-1 is commissioned hereto upon the terms and conditions hereinafter mentioned.
- c. Agrees and acknowledges that:
 - i. The cost of Residential Unit being offered for allotment, is subsidised. He shall continue to strive and publicise amongst his contacts to attract donations towards cost of construction from other individuals, entities, grants-in-aid from Government and/ or an eligible company covered under rules of Corporate Social Responsibility (CSR) under Indian Companies Act-2013 cost.
 - ii. The rights of occupation of the Residential Unit(s) in the 'Old Age Home Complex' will be subject to the restrictions and obligations as detailed in this Agreement, and the Founder Member offers to so conduct himself/ herself/ itself, while in occupation of the Residential Unit.
- d. Is also aware of the fact that the Society has already entered into and also is entering into separate agreements likewise with its other members who are interested in having "Lifetime Allotted" Residential Unit(s) in BHAVANA OLD AGE HOME-1.
- e. Has relied solely on own prudent judgment and investigation(s) in deciding to enter into this Agreement for "Lifetime Allotted" Residential Unit.
- f. Entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the said Plot of Land and the Residential Units provisioned in the approved building plans.
- g. No oral or written representations or statement (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement or any related contract, application or any ancillary documents pertaining to the "Lifetime Allotted" Residential Units and this Agreement shall be self-contained and complete in all respects and shall override and prevail over any previous document issued by the Society in relation to subject matter under this Agreement.
- h. Has also inspected and/or otherwise satisfied himself/ herself/ itself about the proposed construction to be carried out including its detailed cost estimate prepared

in accordance with the building plans and necessary permissions from the concerned authorities.

- i. Acknowledges that the Society has provided all the relevant information & clarifications as sought.
- j. Has prior to the execution of this sub-lease deed hereof has perused and has taken inspection of the relevant documents and has otherwise satisfied himself/ herself/ itself about the rights, title and interest of the Society over the said Plot of Land.
- k. Is not influenced by any advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by any selling agents/ brokers or any other data except as specifically represented and agreed in this Agreement.
- l. Has clearly understood his rights, duties, responsibilities, obligations there-under, and agrees to abide by the same.

D. AGREEMENT:

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

In pursuance to the aforesaid and on assurance of the continued performance of various terms and conditions and obligations enumerated in this Agreement, the Parties are entering into this Agreement on the terms and subject to the conditions as enumerated hereinafter.

D.1 DEFINITIONS:

Unless it be contrary or repugnant to the context shall mean and include in this Agreement:

- a. **“SOCIETY”** shall mean the Society above-named and also its executors, successors and/or successors-in-interest, permitted assigns, representatives and nominee or nominees.
- b. **“FOUNDER MEMBER”** shall mean the above named member of the Society and has paid a minimum of Rs 1,00,000/- towards the cost of ‘Residential Unit’ of Bhavana Old Age Home-1 and includes
 - i. In case of Individual/ Volunteer members, legal heirs, executors, administrators, legal representatives, nominee(s), successors and permitted assigns;
 - ii. In case of Institutional members being a
 - 1. Commercial Firm, its partners for the time being, their respective heirs and executors, administrators, legal representatives and permitted assigns; and

2. Limited company, then its successor or successors-in-interest and permitted assigns;
- c. **“OLD AGE HOME COMPLEX”** shall mean and include all the residential units, parking facility, Day-care Centre, other Built-up common areas, verandah, balconies, guard room(s) etc including open area covering roads, paths, parks and lawns over the ‘said Plot of Land’..
- d. **“THE SAID PLOT OF LAND”** shall mean Plot of land located at and its measurement of area mentioned as at sub-para b. of Para B. herein before, whose lease deed has been executed and registered as described at sub-para a. of Para B. herein before.
- e. **“SELF FINANCING SCHEME”** shall mean that the project shall be fully financed, constructed and completed under a scheme of financing largely by the beneficiaries of the project.
- However, the society may consider subsidising the project cost and/ or for taking up by the Society next of the chain project of Bhavana Old Age Homes out of donations, received if any, towards cost of Bhavana Old Age Home-1 from:
- i. Entities or individuals, other than Founder Member(s), who might have donated to avail exemption under relevant provisions of the Income Tax Act
 - ii. An eligible company covered under rules of Corporate Social Responsibility (CSR) under Indian Companies Act-2013.
 - iii. Government
- f. **“NO PROFIT NO LOSS BASIS”** shall mean that the Society shall not derive any profit nor shall it incur any loss on the cost of construction of the BHAVANA Old Age Home-1 or on cost of its running, operation and maintenance for use by the Founder Member(s) or their authorised nominees. The entire cost of its construction shall be financed with donations either from Founder Member(s) or entities, individuals or companies under Indian companies Act-2013 subject to adjustment from time to time of its actual completion cost so that neither there be any loss nor profit to the Society in its construction. Identically, the cost incurred by the Society on its running, operation and maintenance shall be reimbursed to the Society by the Founder Member(s) at rates so worked out and at periodicity as notified from time to time.
- g. **“RESIDENTIAL UNIT”** shall mean the Residential Unit in Bhavana Old Age Home-1 comprised of at least one bed with a toilet, which could be for exclusive or shared use by one or more persons.

- h. **“FULL COST”** of a ‘Residential Unit’ shall mean completion cost required to be donated as per ‘Down Payment Plan’ or ‘Construction Linked Plan’ stated in Schedule “E” for category of Residential Unit, which is defined in Schedule “B” and opted by the Founder Member(s) for his lifetime allotment.
- i. **“PARTIAL COST”** of a ‘Residential Unit’ shall mean a minimum of Rs 100,000/- (Rupee one lac only) required to be donated by a member of the Society for entitling him status of ‘Founder Member’, which would be considered as equivalent to 1/12th of the ‘Full Cost’ of ‘Dormitory/ Shared’ residential unit as defined in Schedule “B”. However, additional donation of Rs 50,000/- (Rupees fifty thousand only) would entitle him equivalent of 1/12th of the ‘Full Cost’ of ‘Standard’ double bed residential unit as defined in Schedule “B”.
- j. **“LIFETIME ALLOTTED”** residential unit shall mean that its ‘Full Cost’ has been donated by the Founder Member(s) and is allotted to him on rent free basis for:
 - i. Self-use by Individual Member(s) as long as he or any one of the two spouses is alive
 - ii. Use by any of his authorised person(s) with a written authority (as may be prescribed by the Society) by Individual Member or Volunteer Member, as long as he or any one of the two spouses is alive. However, on demise of both the spouses, such authority shall cease to be operatable, and occupant of the Residential Unit, if any, shall be required to vacate.
 - iii. Use by any of his authorised person(s) with a written authority for a period of 25 years in case the Founder Member is an Institutional member of the Society
However, the Maintenance Cost shall be payable periodically and regularly to the Society both for the Common Areas and in case occupied then for Inside the Residential Units as well by such occupants of Residential Unit(s).
- k. **“BUILT-UP AREA”** of all residential units shall mean usable floor area of all individual allottable ‘Residential Units’ in Bhavana Old Age Home-1 including balcony projections, as increased by the thickness of the wall (100% area under the walls which is not common with other Units and 50% of the area under the walls which is common with other Unit or Units) but excluding corridors, verandahs, day-care centre at ground floor covering all facilities constructed over the said Plot of Land including basement, Guard Rooms or other ancillary structures, if any.
- l. **“GROSS BUILT-UP AREA”** shall mean the total Built-up area of entire Old Age Home Complex including the common areas including corridors, verandahs, day-

care centre at ground floor covering all facilities constructed over the said Plot of Land including basement, Guard Rooms or other ancillary structures, if any.

- m. **“SUPER BUILT-UP AREA”** shall mean an area equivalent to **“2.74”** times of the Built-up Area of an individual allottable residential Unit.

The said multiplication factor is the ratio of Gross Built-up Area of the ‘OLD AGE HOME COMPLEX’ and Built-Up Area of all allottable residential units and it has been worked out by the Architect as per Schedule “B” .

- n. **“ARCHITECT”** shall mean M/s. Architect Harish Tripathi & Associates and/or such other person or persons and/or firm or firms and/or company or companies whom the Society may appoint from time to time as the architect for the ‘BHAVANA OLD AGE HOME-1’.
- o. **“BUILDING”** shall mean the building in the ‘OLD AGE HOME COMPLEX’ where the Founder Member has a “Lifetime Allotted” Residential Unit.
- p. **“DETAILED COST ESTIMATE”** shall mean the detailed cost estimate for construction and commissioning of the ‘OLD AGE HOME COMPLEX’ prepared by the Architect based on the building plans sanctioned by YEIDA, summary of which is given at Schedule “D” and detailed cost estimate available with the Society open for inspection by Founder Member(s) .
- q. **“THE BUILDING PLANS”** shall mean the plans and designs of buildings on “The said Plot of Land” to be constructed or already constructed in phases or in full, which have been duly approved by the authority, including any variations therein which may subsequently be made by the Society and/or Architect(s).
- r. **“RESIDENTIAL UNIT”** shall mean an individual residential unit as explained in Schedule “B” of this Agreement
- s. **“MAINTENANCE AGENCY”** means such person(s), firm(s) or company(s) as may be appointed for the maintenance and upkeep of ‘Old Age Home Complex’ or part or a component or an equipment thereof by the Society.
- t. **“MAINTENANCE DEPOSIT”** means a non-interest bearing deposit which shall be retained by the Society towards running, operation, maintenance, replacement of worn out parts of building, equipment and infrastructure either ‘Inside the Residential Unit’ or in ‘Common Areas’ of Old Age Home Complex and finally adjusting dues, in case of death of Lifetime Allottee of the Residential Unit, before it is refunded to the nominee of Founder Member(s).

- u. **“PRAKOSHTHA”** means a dedicated cell of Founder Members elected/ nominated by the Society with an assigned responsibility Or a specific task, in order to fulfil the objectives of the Society and/ or manage affairs of Bhavana Old Age Home-1
- v. **“MAINTENANCE COST”** means actual maintenance cost for each category of residential unit as notified by ‘Maintenance Prakoshtha’ based on annual cost actually incurred in previous financial year, which shall have two components namely: ‘Common Areas’ and ‘Inside the Residential Unit’ as under:
 - i. ‘Common Areas’: The cost of day-to-day operation and running of ‘Old Age Home Complex’ by keeping its residents and premises secured and maintained in an acceptable condition. This shall cover the cost of related manpower, electricity, water & sewage treatment, pumping, ‘Annual Maintenance Contracts’ of equipment, if any and their depreciation, lease rent of the said plot of land, any other dues related to YEIDA, Government and/ or Municipal taxes, cost of consumables, etc.
 - ii. ‘Inside the Residential Unit’: Maintenance & upkeep inside the ‘Residential Units’ covering cost of consumables including electricity, Mess charges and laundry expenses, which shall be charged separately to the Founder Member(s)
- w. **“HE OR HIS”** shall also mean either ‘she or her’ in case the Founder Member(s) is a female or ‘it or its’ in case the Founder Member is a partnership firm or a limited company.

D.2 GENERAL TERMS & CONDITIONS:

D.2.1 A Self-Financed Project:

- a. The Society shall construct and develop the ‘OLD AGE HOME COMPLEX’ over the said Plot of Land described herein before, which shall be solely for residential purposes of its members and shall be financed by its FOUNDER MEMBER(S) as a Self-Financed Project, either for their own use or by other members of the Society as may be authorised by him.
- b. The Society has got prepared a Detailed Cost Estimate of the aforesaid project by the Architect, the summary of which is available at **Schedule “D”** and further details are available with the Society. Considering the project to be completed as Self-Financed Project by its FOUNDER MEMBER(S) and to be completed in a phased manner, ‘Lifetime Allotted” Residential Unit has been booked on ‘No Profit No Loss Basis’.
- c. Till before it is commissioned with residential units, the Society shall, however, have an authority to exploit the full potential of capital investment. If any donations/

Individual Founder Member-Master

revenue, is received as per market dynamics, the same shall be utilised in the interest of Bhavana Old Age Home-1.

D.2.2 Construction to be in Phases:

- a. It is within the knowledge of and agreed by the Founder Member that the construction on the said Plot of Land will be taken up in phases and the Founder Member shall have no objection to the same.
- b. The Founder Member is fully aware that during the course of construction there will be some unavoidable inconvenience(s) to the residents who have already moved to the Residential Unit of the 'OLD AGE HOME COMPLEX' in an earlier completed phase.
- c. The Founder Member agrees that as the development of the 'OLD AGE HOME COMPLEX' known as "BHAVANA Old Age Home-1" progresses, common facilities and services will be implemented in phased manner.
- d. It is made clear by the Society to the Founder Member(s) that a structural provision in the proposed construction and its foundations has been kept for addition of two more storeys beyond the currently proposed four storeyed (i.e. Basement + Ground + three storeys). This is for enabling its capacity enhancement at any later stage due to changes in any applicable law(s). Keeping this future provision, a minimum 6 metre wide road all around the building has been provisioned, which is required for free movement of fire tender as per existing byelaws for the likely height of a six storeyed building.
- e. If it becomes permissible to carry out further construction on any portion of the said Plot of Land or any part of the 'OLD AGE HOME COMPLEX', the Society shall be entitled to undertake the said construction and the Founder Member shall not have any objection to such further construction.

D.2.3 Super Built-Up Area of the Residential Unit:

- a. The Society hereby declares that the multiplication factor of "2.74" to be applied over built-up area of a residential unit for getting Super Built-up Area has been worked out by the Architect as per Schedule "B" based on the 'Gross Built-up Area' of 'OLD AGE HOME COMPLEX' and sum total of built-up area of all allottable residential units in Bhavana Old Age Home-1.
- b. Founder Member confirms that such multiplication factor is fair, reasonable and proper and accepts the same.

D.2.4 Subject to necessary variations and cost increase:

Individual Founder Member-Master

- a. The Society shall be entitled to effect suitable and necessary variations, additions, alterations, deletions or modifications in approved building plans or its specifications as it may, in its sole discretion or on the advice of its Architect, as deemed appropriate and fit, or as may be required by any competent and/ or statutory authority and/ or Government body, including YEIDA, which shall be final and binding on the Founder Member.
- b. As a consequence of such changes, if there is any increase in the Built-up Area of the 'Building' and/or revised project cost, it shall be payable by Founder Members in proportion to the respective 'Super Built-up area' of the residential unit allotted to the Founder Member (without any reference to the original detailed cost estimate at which the 'Lifetime Allotted' Residential Unit had been booked).
- c. The Founder Member has been informed of and has accepted the specifications and information provided in Schedule "C.1" as to the materials to be used in construction of the 'OLD AGE HOME COMPLEX' and in Schedule "C.2" containing list of furniture and appliances to be provided inside the residential units of each category. These are tentative and the Society may effect such reasonable variations and modifications therein as it may deem appropriate and fit or as may be done or required to be done in accordance with the directions of the Architect.
- d. Founder Member agrees and undertakes that terms and conditions of the Lease deed entered into with YEIDA and all its regulations; Building Bye- Law and any notification, circulars issued /to be issued under the said Act by YEIDA and/ or any Local Authority shall be effective on the Founder Member.

D.2.5 Estimated and Actual Completion Cost:

- a. Based on the sanctioned building plans approved by YEIDA, the Society has got prepared the Detailed Cost Estimate of Old Age Home Complex as per Building Specifications, Furniture & Appliance Details as per Schedule "C.1" and "C.2." The same is available for inspection by Founder Member(s), the summary of which is given at Schedule "D".
- b. The Society has been receiving donations from 'other than Founder Member(s)' and expects these to be continued to be received towards cost of Bhavana Old Age Home-1. Such donations largely constitute companies, organisations and individuals and in future these could also include eligible companies covered under rules of the Corporate Social Responsibility under Indian Companies Act-2013 and/ or grants in aid from the Government.

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- c. The Society expects from each and every Founder Member that he shall continue to endeavour and obtain donations in favour of the Society towards the cost of construction of Bhavana Old Age Home-1, which could be from companies, organisations and individuals and also eligible companies covered under rules of the Corporate Social Responsibility under Indian Companies Act-2013 and/ or grants in aid from the Government.
- d. The donatable cost of double bed residential units (i.e. unshared single/ two room units) payable by Founder Member(s) has been worked out considering that 25% of its estimated completion cost would be subsidised based on donations received by the Society from others, other than Founder Member(s).

For the sake of putting on record, it is stated by the Society that till before start of construction, the society has received a total of Rs 2.08 Crores till 23rd Jan 2022 as donations for construction of Bhavana Old Age Home-1, 26% of which has so far been received from other than Founder Members.

- e. The Founder Member agrees to acquire from the Society as 'Lifetime Allotted' Residential Unit, more fully described in the Schedule "B" hereunder at or for a total estimated consideration of the Unit as detailed in **Schedule "E"** hereunder written and the Society has agreed to allot the same in favour of the Founder Member at the said estimated consideration.
- f. The said total consideration shall be paid by the Founder Member to the Society as and in the manner set out in the **Schedule "E"** hereunder written.
- g. The said total consideration shall be subject to:
 - i. Excess or deficit of the 25% estimated donations expected from other than Founder Member(s)
 - ii. Escalation based on actual cost of construction due to increase in costs of material and labour during the period of construction. However, subject to force majeure, such escalation based on cost estimate prepared by the Society, shall be subject to a maximum increase of 10% of the total estimated cost of the "Residential Unit".

This variation in cost due to above shall be apportioned over the Founder Member(s) in proportion to cost donatable as per Basic Cost Payable as per 'Payment Plan Opted' in his 'Residential Unit Booking Request Form'.

- h. The actual consideration cost to be donated by the Founder Member to the Society shall be calculated on the basis of actual cost of construction of Bhavana Old Age

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Home-1 apportioned over allottable residential units based on the category of Residential Unit” as per Schedule “B”.

- i. The accounts of the cost of construction shall be audited from time to time by the Chartered Accountant appointed by the Society and its audited accounts shall be placed by the Society and get approved during its the Annual General Meeting.
- j. In case, any government duty, Cess, GST or levy (not being income-tax) is payable in relation to the ‘Lifetime Allotted’ Residential Unit or the ‘Building’ or the ‘OLD AGE HOME COMPLEX’, the same shall be on account of the Founder Member(s) and the Founder Member hereby agrees to reimburse in proportion to the Super Built-up Area of the his ‘Lifetime Allotted’ Residential Unit.
- k. The Founder Member, as detailed in this Agreement, shall also be liable to reimburse the ‘Maintenance Cost’ regularly and periodically as may be notified by the Society from time to time. This shall be in addition to the above estimated consideration value of the Unit, all of which are distinct and in addition to the consideration amount and other amounts recorded in **Schedule “E”** of this Agreement.
- l. The Founder Member further agrees and undertakes to keep the Society indemnified against any such claim or demand that may be made by any statutory authority.
- m. In case, the Founder Member has observed and has followed all the terms and conditions of this Agreement and gives a written notice to cancel this Agreement, then in that event the Society shall cancel this Agreement and refund only such payments within 120 days from the date of such ‘Cancellation Notice’, which have been made by the Founder Member towards the Maintenance Deposit, Government Taxes/ levies/ municipal taxes/ lease rent, etc for the un-availed period of allotment after deducting other up to date dues, if any, of the Society. *However, the Founder Member shall be entitled to exercise this option only within a period of six months from the later date of (1) this Agreement or (2) Commissioning of Bhavana Old Age Home-1, where after this clause shall automatically be deemed to have become inoperative, un-enforceable and extinguished.*

D.2.6 Timely Donation towards the Completion Cost of Construction is Essence of this Contract Agreement:

- a. The Founder Member is required to pay all donation instalments timely as specified towards the completion cost of BHAVANA Old Age Home-1, as written and set out

in the **Schedule “E”** hereunder whether demanded or not demanded by the Society.

- b. Timely donation shall be the essence of this agreement. Any default therein shall call upon termination of this contract agreement by the Society. The Founder Member agrees and acknowledges that the Society is under no obligation to send demands/ reminders for payment of donation towards the balance construction cost under this Agreement.
- c. In case of default in making timely payment of donation of any amount pertaining to any instalment/ any other sum donatable by the Founder Member, a notice to the Founder Member(s) shall be issued by the Society. Non-receipt of its reply or the reply being unsatisfactory to the satisfaction of the Society, this contract agreement is liable to be terminated, whereupon all rights, title and interest of the Founder Member over the “Residential Unit” shall stand extinguished and the Founder Member shall have no further right, title and interest over the “Residential Unit” and the Society shall be entitled to transfer ‘Lifetime Allotted’ Residential Unit earlier allotted to the Founder Member(s) to any other member of the Society.
- d. For all donation instalments, the date of actual credit to the Bank Account of the Society either by direct credit or through demand draft/ pay order/ cheque shall be taken as the date of donation. The dishonour of the demand draft/ pay order/ cheque for any reason, shall amount to non-receipt of donation instalment and shall attract termination of this contract agreement by the Society.
- e. However, the Society may keep sending information/ intimation to all its Founder Member(s) about the progress of construction/ update information related to updated cost incurred/ cost revision information/ donation reminders, etc. from time to time by eMail/ WhatsApp/ SMS/ letters.

D.2.7 Right to Create equitable or any legal mortgage on the said Plot of Land and buildings:

- a. The Society has represented to the Founder Member that it may obtain construction finance from any bank, financial institution or third party and to secure the same by creating a charge by mortgaging the said Plot of Land along with construction thereon, if any, present and in future.
- b. The Founder Member hereby agrees that the Society shall be entitled to create equitable or any legal mortgage on the said Plot of Land and buildings in the ‘OLD AGE HOME COMPLEX either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and/or the ‘OLD AGE HOME COMPLEX.

- c. It has been agreed by and between the Society that loan, if obtained by the Society for itself for the purpose of financing the constructions, is agreed to be repaid by the Society and interest thereon either in part or full.

D.2.8 Possession of the Residential Unit:

- a. The Society, relying upon the confirmations, representations, and assurances of the Founder Member to faithfully abide by all the terms and conditions and stipulations as contained in this Agreement, has provisionally allotted for lifetime the “Residential Unit” as described in the **Schedule “E”** hereunder, to the Founder Member. However, the specific ‘Lifetime Allotted Residential Unit’ shall be allotted to the ‘Founder Member’ before its commissioning of the Old Age Home Complex.
- b. As soon as the agreed “Lifetime Allotted” Residential Unit, to be acquired by the Founder Member, is completed, the Society shall notify to him of the “Residential Unit”, having been completed and ready for taking over possession, asking him to clear all his dues including depositing the non-interest bearing ‘Maintenance Deposit’ as a security for the performance of due payment of his proportionate share of outgoings towards Maintenance Cost @ Rs 75 per sft of the ‘Super Built-up Area’ of Residential Unit as specified in the **Schedule “B”** hereunder.
- c. Within 30 days of the date of notice given to the Founder Member by the Society, the Founder Member shall take over the possession of the “Residential Unit” after clearing all dues of the Society of all amounts including Maintenance Deposit and/ or any other charges having become due under this Agreement.
- d. The Founder Member shall be deemed to have taken possession of the “Residential Unit” on the 30th day of the date of the notice of completion thereof as aforesaid (and such 30th day hereinafter called “the deemed date of possession”).
- e. The deemed date of possession shall be taken as date of actual possession for all purposes including its Maintenance and Upkeep, irrespective of whether the Founder Member takes actual physical possession thereof or notwithstanding that the Society has held the right of giving possession of the Residential Unit to the Founder Member on account of the Founder Member failing to clear all pending dues under this Agreement.
- f. All the risk and rewards in respect of the Lifetime Allotted Residential Unit of the Founder Member(s) shall be passed on to the Founder Member after the actual/ deemed date of possession. From that day onwards he/ she shall be deemed to be the allottee of said Residential Unit subject to the fulfillment of other terms and conditions of this agreement.

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- g. If the Founder Member fails to clear all his dues of the Society as aforesaid within six months of the date of the notice, the Society shall be entitled to terminate this Agreement and allot the Lifetime Allotted "Residential Unit" to another eligible member of the Society and/ or take back its possession or deemed possession at the entire risk and cost of the Founder Member and the Founder Member shall be liable to pay full costs, charges and expenses that may be incurred by the Society.
- h. It has been made clear and agreed that upon possession of the "Residential Unit" as detailed in Schedule "E", the Founder Member shall not have any ownership rights but only right to use the Lifetime Allotted "Residential Unit" and common areas, open spaces, lobbies, roof and/ terraces and other common facilities including Day-care Centre in 'OLD AGE HOME COMPLEX' along with use by other occupants of the said building(s) and shall remain at all time the property in the exclusive custody of the Society or it's nominee.
- i. The Founder Member shall always keep the Society indemnified from all losses and payments which the Society may hereto suffer or have to pay on the Founder Member's behalf at any time in future. The Founder Member hereby agrees and undertakes to abide by the conditions laid down in the Lease Deed executed with the 'YEIDA'.

D.2.9 Occupation of the Residential Unit:

- a. Founder Member irrevocably agrees to abide by all the rules and regulations framed or to be framed by the Society from time to time and generally do all and every act that the Society may call upon the Founder Member to do in the interest of occupants of other residential units of the 'OLD AGE HOME COMPLEX'.
- b. Founder Member shall be entitled to lawfully hold, possess and enjoy the Lifetime Allotted "Residential Unit" peacefully without any interruption but facilitation by the Society, provided that:
 - i. He pays from time to time to the Society its dues against the Founder Member as may be raised and/ or having become due under this Agreement.
 - ii. He shall adhere to and abide by all laws, bye-laws, rules and regulations of any of the authorities being YEIDA and/ or Government and the Society having its jurisdiction including the provisions of any other laws applicable earlier or made applicable herein after to the "Residential Unit" /'OLD AGE HOME COMPLEX', as may be amended from time to time, and to pay all applicable Taxes as may become due, in respect of the Lifetime Allotted "Residential Unit" and in respect

of the said Plot of Land and/or the 'OLD AGE HOME COMPLEX' (in proportion to the Super Built-up Area of the "Residential Unit").

- iii. He performs all the terms and conditions and stipulations contained herein in this agreement.
- iv. He shall not use the "Residential Unit" for any purpose other than residential usage except with prior written permission of the Society.
- v. He shall not do anything in or about the "Residential Unit" which may cause or tend to cause damage to any flooring or ceiling or any part of the "Residential Unit" or any adjoining residential unit(s) above/ below or alongside Or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- vi. He shall not close or in any manner obstruct or restrict the use of the ground space, corridors, lounges, balconies, common passages, common corridors or any other common areas even if the entire Residential Units on a particular floor/ floors in any part of the 'OLD AGE HOME COMPLEX' are allotted to the Founder Member(s).
- vii. He shall not enclose the balconies or any other open areas forming a part of the "Residential Unit", or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the "Residential Unit".
- viii. He shall not make any alterations in any elevations and outside colour scheme, expressed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the "Residential Unit" which in the opinion of Society differ from the colour scheme of the 'OLD AGE HOME COMPLEX'.
It is hereby clarified that while the Founder Member shall be free to decide on the interiors and the colour scheme thereof, the Founder Member shall not change the colour and facade of exterior of the "Residential Unit" as specified hereinbefore.
- ix. He shall not put up any signboard, publicity or advertisement material outside the "Residential Unit" or anywhere in the common areas without prior written permission of the Society.
- x. He shall not cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the 'OLD AGE HOME COMPLEX'.

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- xi. He shall neither do nor permit or suffer anything to be done by any one in any manner to, including any part of the building, the staircase, lifts, shafts and common passages, compound of the 'OLD AGE HOME COMPLEX', which would expose it to any kind of risk or loss, whether physical, legal or otherwise of unbecoming of an old age home .
- xii. He shall not demolish any part, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to his Lifetime Allotted "Residential Unit".
- xiii. He shall not chisel/ drill and/ or cause damage to columns, beams, walls, slabs/ concrete or other structural support in any other manner to cause a concern of structural safety.
- xiv. He shall not tinker with fire safety systems, electrical panels, electrical distribution boards, switches, etc to cause a concern of fire safety or safety of occupants of the Old Age Home Complex.
- xv. He shall not store/ stock/ bring into/ keep in the "Residential Unit" any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ flammable nature or any act which has affect of doing so, either directly or through any other Founder Member's agents, servants, employees, licensees, or visitors, which may cause risk of fire and/ or safety, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk or such damage to the structure or life safety of the building or neighbouring units, and/or the assets of the other occupants or the equipment and/ or occupant themselves in the 'OLD AGE HOME COMPLEX'.
- xvi. He shall not do any act or omission or bring in pets, which may make it difficult for the other occupants of 'OLD AGE HOME COMPLEX' to enjoy and make the best possible use of their Residential Unit or may endanger the occupants of the other areas or to be a source of nuisance to others.
- xvii. He shall not use the "Residential Unit" in a manner which could be termed as immoral, improper, offensive or unlawful and could be a cause of nuisance or obnoxious to other occupants of the 'OLD AGE HOME COMPLEX'.
- xviii. He shall not use the "Residential Unit" for any commercial activities.

D.2.10 Founder Member(s)/ Residents to endeavour in achieving objectives of the Society:

- a. As aforesaid, in accordance with objectives enshrined in Rule 6 of its byelaws, the objective of the Society is to provide dignified happy & healthy community living to elders residing in Bhavana Old Age Home-1.

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- b. The Society recognises that many of its members, including Founder Member(s), could be medical doctors, engineers, judges, legal experts, accountants, teachers, IT professionals, artists, choreographers, yoga practitioners, etc., having retired from active professional practice, have knowledge, wisdom by virtue of rich experience on the related specialist fields, which could be of great utility to the societal needs.
- c. The Society shall endeavour strengthening self-esteem of its resident Founder Member(s) by encouraging formation of Prakoshtha(s) of such professionals in a bid to uplift their self-esteem and if required, allocate them suitable space in Bhavana Old Age Home-1, subject to a decision to be taken by its management committee for carrying out the professional practice, largely for the benefit of poor sections of society.
- d. The Society shall encourage the Founder Member(s) to be an active member of one Prakoshtha or the other to be constituted by its management for achieving a culturally and professionally vibrant dignified happy and healthy community living with some activity or the other on day to day by the residents of Bhavana Old Age Home-1.

D.2.11 Completion & Commissioning:

- a. The Society covenants with the Founder Member that the construction of the said building shall be completed by the year 2023 with a grace period of six months provided however that the time for completion shall be deemed to have been extended in the event of non-availability of requisite donations from the Founder Member(s) of other residential units, non-availability of building materials or delay in receipt of donation instalments and/or delay due to other "Force-Majeure" causes beyond the control of the Society. Force Majeure circumstances shall include Acts of God, earthquake, war, pandemic, terrorism, civil commotion, riot, fire, theft, strike etc.
- b. The Society has represented that the Society has obtained and will obtain before handing over the possession of residential units to the Founder Members all requisite approvals/ permissions/ sanctions such as Fire NOC, Consent to Operate from Pollution Control Board etc, as may be required for its construction and later on for its commissioning.
- c. It shall not be necessary to complete the construction of all the common amenities in Day-care Centre, etc. at initial stage or at the time of completion of different phases. Completion of construction of these common amenities may go parallel with the completion of the entire 'OLD AGE HOME COMPLEX'.

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- d. Save as provided herein, if the Society is not able to give possession of the “Residential Unit” to the Founder Member on account of any reasonable cause, the Founder Member shall not be entitled to claim any damages whatsoever, but he shall have an option to transfer the “Residential Unit” to any other member of the Society.

D.2.12 Society shall remain lessee of the entire Old Age Home Complex:

- a. Society is the sole lease holder of the said Plot of Land leased by YEIDA and building constructed over it including the existing building, if any or as may be constructed and completed including roads, paths, lawns, open areas, etc as may exist over the said Plot of Land in terms of its lease agreement signed and executed by the Society with YEIDA stated herein before.
- b. The Society shall have the first charge and lien on the all the Lifetime Allotted “Residential Unit(s)” as and when these are completed and possession taken over after their completion by Founder Member(s).

D.2.13 Maintenance & Upkeep of Residential Unit:

- a. It is hereby agreed that the Society either through a “Prakoshtha” and/ or through any other appropriate agency designated by it would be responsible to oversee the Management and Maintenance of affairs of Bhavana Old Age Home-1 .
- b. The Society through “Maintenance Prakoshtha” shall:
 - i. Notify the schedule of running, operation and maintenance work
 - ii. Fix the Maintenance Cost based on actual cost incurred on maintenance and reserve to be kept for building depreciation, both for ‘Common Areas’ and ‘Inside the Residential Unit’ for each category of Residential Unit from time to time and shall be in proportion to the Super Built-up Area of the ‘Residential Unit’
 - iii. Raise demands, charges, bills etc. against the ‘Founder Members’ from time to time.:
- c. It is well understood by the Founder Member(s) that role of the Society/ Maintenance Prakoshtha/ its assignee is only collection by reimbursement of expenditure incurred or to be incurred by it on wages of deployed manpower & staff/ maintenance agencies, Lease Rent/ Electricity/ Water Charges/ Property Tax/ Municipal Taxes, Lease Rent, etc to concerned authorities.
- d. The Founder Member agrees and undertakes to reimburse regularly and punctually the ‘Maintenance Cost’ as may be fixed and/ or as revised by the Society and shall not withhold the same for any reason whatsoever, whether demanded or not (if demanded, then within the period as may be prescribed)

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- e. In case any security or deposit is demanded by the Electricity Authorities, YEIDA or any other competent state or local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Founder Member shall contribute proportionately towards such security or deposit as shall be determined by the Society.
- f. The Founder Member(s) shall maintain 'Residential Unit' in acceptable condition.
- g. The Founder Member shall assist the Society/ in getting carried out all repairs, maintenance and its upkeep at reasonable hours by allowing the employees/ nominees/ agents of the Society/ occupants of the immediate adjoining Residential Unit(s)
- h. The Founder Member agrees to contribute to the Society or its assignee towards cost of additional infrastructure to be created, which could be for the solar power generation, arrangement, storage, distribution and supply of water from bore well, pipeline and/ or water or wastewater treatment plant from the said 'Maintenance Deposit' as required and deemed fit by the Society.
- i. In case of any default in payment of Maintenance Cost for 15 days, the Society/ Maintenance Agency/ its assignee shall simultaneously be at liberty to withdraw utilities and facilities including use of Day-care Centre, Dining, Attendant Services, upkeep inside the Residential Unit, etc till clearance of updated dues.
- j. Non-clearance of maintenance cost for one month from the due date of its payment shall call upon issuance of a Show Cause Notice by the Society to defaulting Founder Member(s). Non-receipt of its reply within 10 days or the reply being unsatisfactory to the satisfaction of the Society, the Society may take an action to suspend all the rights of Founder Member(s) for a period of 3 months. Continued non-clearance of the dues to result in termination of this agreement, whereupon all rights, title and interest of the Founder Member over the "Residential Unit" shall stand extinguished and the Founder Member shall have no further right, title and interest over the "Residential Unit" and the Society shall be entitled to get vacated, if occupied, and transfer Lifetime Allotted Residential Unit earlier allotted to the Founder Member(s) to any other member of the Society.

D.2.14 Endeavour must be to optimally utilise the Old Age Home Facility to its Full Capacity:

- a. It is agreed by the Founder Member as well as the Society that
 - i. The cost of running, operation and maintenance of the Old Age Home Complex (excepting the consumables for residents) is almost a fixed cost

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- ii. The staff engaged can remain efficient and responsive, only when its potential is fully exploited.
- iii. Quality of service to its occupants can be better, only if any establishment is run to its capacity.
- b. It is considered highly probable that all the residential units in the BHAVANA Old Age Home-1, simultaneously at the same time may not be fully occupied by the FOUNDER MEMBER(s) or their authorised person(s). Thus, left behind scattered vacant/ occupied residential units could be a cause, not only for under-utilisation of infrastructure but also tell upon effectiveness & promptness of service from staff.
- c. Under the aforesaid circumstances, for efficient running, operation and maintenance and simultaneously effectively serving occupants of Bhavana Old Age Home-1 to derive their satisfaction at minimal cost, Founder Member shall cooperate, as the Society:
 - i. May require segregation and concentration of un-occupied and occupied Residential Unit(s) in the OLD AGE HOME facility to a particular block and/ or to a particular floor(s), the Founder Member(s) shall have no objection and shall cooperate to move to another equivalent Residential Unit.
 - ii. Shall be allowed to utilise such unutilised Lifetime Allotted 'Residential Units' for such elder(s), at rates to be fixed by the Society as per market dynamics. The revenue so received, after deduction of administrative charges, to be credited proportionately to the accounts of such Founder Member(s), if any, who had placed their Lifetime Allotted Residential Units at the disposal of the Society.

D.2.15 Rights and Privileges of Founder Member(s):

- a. All the Founder Members shall have their names together with their donation amount engraved on the 'Wall of Fame' to be prominently located within the Bhavana Old Age Home Complex.
- b. Such Founder Member(s), who have donated 'Full Cost' of the Residential Unit as per Down Payment Plan before commencement of construction of Bhavana Old Age Home-1:
 - i. Shall be additionally recognised as "Distinguished" Founder Members" with their names and photograph displayed prominently in its Reception Hall.
 - ii. Shall have priority over other Founder Members in exercising their choice for Lifetime allotment of the category of residential unit opted by him.
- c. Only a Founder Member allotted a Residential Unit for lifetime in Bhavana Old Age Home-1:

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- i. Shall be able to participate in the management of affairs of Bhavana Old Age Home-1.
- ii. Shall have a Rent-free stay in Bhavana Old Age Home-1 for lifetime.
- iii. Shall be permitted to place the Lifetime Allotted Residential Unit at the disposal of the Society for its utilisation at charges to be fixed by the Society as per on market dynamics and get credited the proportionate share of such revenue received, if any.
- iv. Subject to prior written consent of the Society,
 1. Shall be entitled to sublet/ transfer/ assign his rights to use the Lifetime allotted Residential Unit on his authority to any other Individual/ Volunteer/ Institutional member of the society.
 2. On demise of Founder Member(s), his nominee, on application to be made to the Society shall be permitted to transfer the Lifetime Allotted Residential Unit to any other Individual/ Volunteer/ Institutional member of the society as under:
 - a. Without any charges, in case date of death is up to six months after completion and commissioning of the Bhavana Old Age Home-1.
 - b. In case date of death is after six months of completion and commissioning, transfer shall be permitted upon additional donation of 20% of the prevailing indexed cost of the residential unit.

Note: If there are no dues outstanding against the Founder Member, written consent of the Society would normally be provided in 7 days from the date of written request so received.

- d. Such Founder Member, who has donated 'partial cost' of Residential Unit shall have the following rights and privileges:
 - i. Even after completion and commissioning of Bhavana Old Age Home-1, such members would be required to donate only the balance indexed cost of construction of a Residential Unit, whereas 'other than Founder Members' shall be required to donate 'Full Cost' based on prevailing market dynamics.
 - ii. Shall have the priority over aspirants in the waiting list for lifetime allotment of a Residential Unit in Bhavana Old Age Home-1, on its becoming available.
 - iii. He shall, in his lifetime, be permitted by the Society for allotment of a 'Residential Unit' for lifetime as may become available, by conversion of already donated

'partial cost' into a 'full cost' donated Residential Unit of the category available upon payment of an additional donation towards difference in its 'full cost' and already donated 'partial cost' of "Residential Unit". The additional donation shall be the difference in indexed 'full cost' of the Residential Unit and up to date indexed 'partial cost' already donated by him. The 'full cost' and 'partial cost' shall be required to be corrected as per prevailing 'Building Cost Index' on the date of lifetime allotment.

For purpose of indexing, the 'Building Cost Index' for Delhi as notified by CPWD, Govt of India on the date of actual completion of 'Residential Unit' shall be considered as 'Base Cost Index'.

- iv. Subject to regular reimbursement of his share of maintenance cost of 'common areas' by payment to the Society, he shall earn one month of rent-free stay for each completed year after commissioning of the Bhavana Old Age Home-1 in the entitled Residential Unit [i.e. Standard (i.e. single room with double-bed and attached toilet) OR Dormitory (i.e. single-bed with shared toilet and shared appliances)] as defined in Schedule "B". This entitlement shall be accumulative and earned each year on the basis of number of completed years after the date of commissioning of the BHAVANA OLD AGE HOME-1.
- v. The Society commits by itself to keep reserved the number of 'Standard Single Room Units' and 'Dormitory Single Bed Units' equal to 1/12th of number of such entitled Founder Member(s) for their rent-free stay, who have donated 'partial cost' of the BHAVANA OLD AGE HOME-1.
- vi. The accumulated period of rent-free stay, earned as aforesaid by the entitled Founder Member(s), would be made available for its 'encashment by actual use' of eligible residential unit on receipt one month in advance of such a request of rent-free stay, from start date of requested time slot. Booking shall be assured depending upon its availability on first come first served basis for the requested 'time slot'. Confirmation shall be communicated by the Society on advance receipt of its maintenance cost 'Inside the eligible residential unit'. Such entitled Founder Members would be able to place their requests for encashment of his rent-free stay not more than 12 months in advance of the requested time slot.

Note: To ensure assured availability, the desirous Founder Member(s) are advised to book the eligible residential unit, 12 months in advance for the desired time slot to avoid peak season rush and get the choicest slot for temporary stay based on his available credit of rent-free stay.

D.2.16 All correspondence with Founder Member(s) by the Society to be made only with the First Applicant:

- a. The Society shall send all letters/ notices and communications to the sole/ first applicant at the address given in the application form at the time of booking or as may be got altered at a later date.
- b. It is clarified that the Society shall not be liable to send separate communication/ letter/ notices to the second applicant or to applicant other than the first applicant.
- c. All letters, receipts and/or notices issued by the Society and dispatched through eMail, courier/ registered/ speed post to the said address or such other address as may be intimated by the Founder Member shall be sufficient proof of receipt of the same by the Founder Member on the 7th day from the date of dispatch.
- d. Further, it shall be the sole responsibility of the Founder Member to keep informed the Society of all subsequent changes in his address, through the means of a written communication sent by a registered/ speed posted letter. If sent by registered eMail of the Society, if any, it should be followed as well by its hard copy sent by a registered/ speed post, containing signatures in ink, failing which all demand notices and letters posted at the earlier registered address with the Society, shall be deemed to have been received by the Founder Member 7th day from posting of such letter.

D.2.17 Other Miscellaneous Provisions:

- a. Terms and conditions contained herein in this agreement shall be binding on the Founder Member(s), save as otherwise, any amendments to the provisions of this agreement effected through a resolution passed in Annual General Meeting (AGM) or Extra-ordinary General Meeting (EGM) of Bharatiya Varishtha Nagarik Samiti-Yeida Branch, which shall be over-riding and binding on him, provided that the notice of the AGM or EGM is sent at his latest registered address available with the Society through a registered eMail/ Speed post/ Registered Post and resolution passed by a 2/3rd of the Founder Members present in such AGM/ EGM.
- b. All other Agreements and/or arrangements or letters, assurances written oral or implied hereto before, which are in any way contradictory to or inconsistent with this Agreement shall have no effect.
- c. Any delay or indulgence by the Society in enforcing the terms of this Agreement or any forbearance or giving extension of time to the Founder Member shall not be construed as a waiver on part of the Society of any breach or non-compliance of any

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of the terms and conditions of this Agreement by the Founder Member nor shall the same in any manner prejudices the rights of the Society.

- d. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.
- e. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any other transaction.
- f. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such contemplated by this Agreement provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.
- g. Except as specified herein, the Founder Member shall not be entitled to assign any benefits, obligations or burdens under this Agreement to any third party without the prior written consent of the Society.
- h. Subject to the foregoing, this Agreement shall persist to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.
- i. In case of NRI/ Foreign National Founder Members, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Founder Member/ allottee.

D.2.18 All Costs related to agreements, sub-lease deed, etc to be borne by Founder Member:

- a. The Founder Member(s) shall be liable for all costs, charges and expenses on stamp duty, preparing, executing and registering of this Agreement or agreements or related agreements, sub lease deed and any other document or documents required to be executed by the Society.

Such expected costs, charges and expenses shall be payable in advance by the Founder Member on demand being made by the Society in this regard. The Founder Member shall be solely responsible for registration of his Lifetime Allotted Residential Unit with the concerned Registrar /Sub-Registrar as per prevailing laws of the State Government.

D.2.19 All Disputes subject to Arbitration:

- a. In case any dispute, question or difference arises at any time between:

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i. The Society and the Founder Member relating to the interpretation of any of the terms and conditions of this agreement, due to matters not specifically stipulated in this Agreement

ii. The Founder Member(s) and any employee of the Society

iii. Any of the two Founder Members of BHAVANA OLD AGE HOME-1,

Then the same shall be referred to sole arbitrator appointed in the sole discretion from among the Founder Member(s), by the President of the Society or through its Branch President, which in general shall be one out of three names proposed by the aggrieved Founder Member(s). The dispute or difference shall be solely adjudicated in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended till date of such appointment.

D.2.20 Court(s) of Jurisdiction:

- a. The courts having original jurisdiction in the District of Gautam Budh Nagar alone shall have the jurisdiction in all matters relating to or arising out of and in connection with this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, EXECUTED & DELIVERED

1. THE SOCIETY :

Witnesses:-

Signature : _____

Signature : _____

Name : _____

Name : _____

Address : _____

Address : _____

2. FOUNDER MEMBER(S): _____

Witnesses:-

Signature : _____

Signature : _____

Name : _____

Name : _____

Address : _____

Address : _____

18.0M. WIDE ROAD		50.0		PLOT NO. - OAH-01	
24.0 M. WIDE ROAD		65.0		12.0 M. WIDE ROAD	
PLOT NO.- 41 & 40					
AREA-3250.00 SQM NOTE- ALL DIMENSIONS ARE IN METER. <i>Development work is to be performed. Dimensions may increase or decrease after completion of development work.</i>					
SIGN-		SIGN-			
POSSESSION TAKEN OVER		POSSESSION HANDED OVER			
LEASE PLAN FOR PLOT NO.- OAH-01 POCKET-J, SECTOR-18 ALLOTTED TO BHARTIYA VARISHTHA NAGARIK SAMITI		PROJ.DEPTT. ASSTY. MANAGER		 Sr. MANAGER	
		LAND.DEPTT. LEKHPAL		 NAYAB TEHSILDAR	
		LAW.DEPTT. D.L.O.			
		PLNG.DEPTT. MANAGER		 S.E./ S.M.	
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY					

SCHEDULE “B”
ABOVE REFERRED TO THE SAID RESIDENTIAL UNIT

1. **“STANDARD” RESIDENTIAL UNIT** shall mean individual fully furnished single room with an attached toilet & a balcony having carpet area stated herein the table below with building specifications in Schedule C.1 and furniture & appliance details in Schedule C.2.
2. **“LUXURY” RESIDENTIAL UNIT** shall mean individual fully furnished two room (Bed Room and Drawing Room) with an attached toilet & a balcony having carpet area stated herein the table below with building specifications in Schedule C.1 and furniture & appliance details in Schedule C.2.
3. **“DORMITORY” RESIDENTIAL UNIT** shall mean individual single bed shared in a single room (having two or four beds) fully furnished with an attached toilet with furniture and shared appliances having carpet area stated herein the table below with building specifications in Schedule C.1 and furniture & appliance details in Schedule C.2.

BHAVANA OLD AGE HOME-1, Plot No. OAH-01, Pocket J, Sector 18, Yeida, Gautam Budh Nagar, U.P.						
Total Single Room 'Modular Standard Units' in Old Age Home-1						96
Gross Built-up Area of Old Age Home-1 (Sq.m) (A)						6189.07
Category of Residential Unit	<u>Luxury</u> (2 Rooms) Double Bed	<u>Standard</u> (1 Room) Double Bed	<u>Dormitory</u> (Shared Room) Single Bed	Essential Staff Housing	Guest Rooms	Total Modular Standard Units
Modular Standard Units' Utilised for each Category (B)	2	1	0.5	4	2	96
No Of Units (C)	20	46	8	1	1	
Modular Units Utilised (D=BxC))	40	46	4	4	2	
Whether Allotable?	Yes	Yes	Yes	No	No	
Total Number of Allotable Residential Unit (E)= (40+46+4)			90			
Super Built-up Area of Standard Unit (1 Room Double Bed Unit) (F)=(A/E)			68.77			
Built-up Area of All Allotable Residential Units (G)= (Luxury+Standard+Dormitory Units) (Sq.m)			2259.35			
Multiplication Factor (H) = (A/G) i.e., <u>Gross Built-up Area of Old Age Home-1 (A)</u> <u>Built-up Area of All Allotable Residential Unit (G)</u>			2.74			
Super Built-up Area (Sq.m)	137.53	68.77	34.38			
(Sq.ft)	1480.41	740.21	370.10			

Note: The proportionate indivisible share in common areas and facilities shall jointly belong to the Founder Member and the Founder Members of other units in the said Building.

**SCHEDULE “C.1”
ABOVE REFERRED TO ‘THE BUILDING SPECIFICATIONS’**

Structure		☐ Earthquake resistant RCC Framed structure as per the structural design of structural consultant duly vetted by Jamia Millia Islamia, Central University, New Delhi.
Wall Finish	Internal	☐ Oil Bound Distemper of pleasing shade of a reputed brand as per Architect's suggestion.
	External	☐ Exposed Brickwork with natural finish with plastered surfaces finished in high quality textured paint of reputed brand.
Flooring	Drawing/Bed/Balcony	☐ Vitrified tiles.
	Community Dining Hall	☐ Vitrified tiles
	Community Kitchen	☐ Kota Stone
	Public Areas	☐ Kota Stone/ Vitrified tiles
Toilet	Walls	☐ Ceramic Tiles up-to height of 7ft.
	Flooring	☐ Anti-skid Ceramic Tiles.
	Fittings	☐ Jaquar or equivalent CP fittings & semi recessed counter type wash basin with chinaware of CERA brand or equivalent, mirror, towel rail & health faucet in all toilets.
	Geyser	☐ 10 Litre Geyser of a reputed brand in toilet in dormitory and 5 Litre Geyser in single room/ two room Residential Unit.
Kitchenette	Platform	☐ In pre-polished granite with stainless steel kitchen sink and provision for hot & cold water supply.
	Wall	☐ 2 ft Ceramic tiles dado above working platform
Windows		☐ UPVC/ anodized aluminum with clear float glass.
Chaukhats		☐ Folded steel section/ anodized aluminum/ UPVC
Doors	Main Door	☐ 35 mm Flush door with beading/skin doors with night latch, magic eye & premium handles.
	Other Door	☐ 35 mm flush door/ skin door with premium handles
	Balcony	☐ Doors cum window sliding UPVC/ aluminium Anodised.
Electrical		☐ All electrical wiring in concealed conduits with copper wires. Convenient provision & distribution of light and power plugs.
CCTV Security		☐ In common areas of reputed brand
Public Address System		☐ In common areas and in each room
Lift		☐ Two (1-Stretcher + 1-Passenger) Lifts of reputed brand
Generator		☐ Power backup in common Areas and Residential Units.

**SCHEDULE “C.2”
ABOVE REFERRED TO ‘FURNITURE & APPLIANCES’**

Elect Appliances	☐ 90 Lit Fridge, Electric hotplate, Electric Kettle (shared by two single bed units in case of Dormitory).
Furniture & TV Bed Room	☐ 32” Screen TV, One Double Bed, two side tables, two easy chairs with a centre table, study table & chair, Wardrobe for each occupant (Common to Standard and Luxury Unit).
Drawing Room	☐ 32” Screen TV, One 2-seater sofa with a centre table and a Settee (Applicable only for Luxury Residential Unit)
Dormitory	☐ One Single Bed, study table & chair, one easy chair with stool, 32” Screen TV (to be shared by two single bed units)
Telephone	☐ Intercom/ EPABAX will be provided through a reputed phone company in each room.
Air-conditioning	☐ A split A/C unit in each of bedroom, drawing room; Two split A/C units in 4-bed dormitory.
Public Parks in close vicinity	☐ 2 large parks [(1) 10,500 sqm (over 2.5 Acres) (2) ; 16,900 sqm (over 4.2 Acres)
Other Amenities	☐ Fully furnished Residential Unit with Intercom, CCTV Security, WiFi enabled premises & DTH Television connection, separate Electric meter for each residential unit, Care-giver (24X7) at each floor, Day-care Centre at Ground Floor comprised of i. Common kitchen/ dining, ii. Health Centre/ Dispensary with 24X7 Nurse iii. Activity Hall (Yoga, Cultural and other gatherings) iv. Gym, Hair Saloon, Utility shop(s), v. Library vi. Business Centre, Bank/ ATM vii. Indoor games, etc

Note : All building plans, layouts, specifications etc are subject to variations and modifications as may be decided by the architect/ the Society.

SCHEDULE “D”
ABOVE REFERRED TO ‘DETAILED COST ESTIMATE’

BHAVANA OLD AGE HOME-1, Plot No. OAH-01, Pocket-J, Sector 18, Yeida, Gautam Budh Nagar-U.P.		
SUMMARY OF COST ESTIMATE		
S. No.	Description	Amount (Rs)
1	Civil Work	14,89,66,882.55
2	Electrical Work	2,39,83,156.99
3	Plumbing Work	1,22,73,892.84
4	HVAC Work	88,61,913.00
5	Fire Fighting Work	66,30,863.00
6	Furniture & Appliances	1,65,77,600.00
7	Horticulture & Landscape	10,00,000.00
	Sub-Total (A)	21,82,94,308.38
	Cost of Labour @ 25% of (A)	5,45,73,577.10
	Cost of Material @ 75% of (A)	16,37,20,731.29
	Less 10% in Material Cost (Execution thru Labour Rate Contract)	1,63,72,073.13
	Building Cost Total (B)	20,19,22,235.25
<u>Other Costs</u>		
	Cost of Land	2,09,27,806.00
	Soil Investigation i/c GST	86,190.00
	Engineering Supervision & Staff Salary @ 3% of (B)	60,57,667.06
	Architect Fee i/c GST	16,33,154.31
	GST @ 18% of (B)	3,02,88,335.29
	Labour Cess @ 1% of (B)	20,19,222.35
	Contingency (i/c Interiors & Equipment) @ 5% of (B)	1,00,96,111.76
	Gross Cost Estimate	27,30,30,722.02
	Gross Built Up Area (Sq.M)	6,189.07
	Cost per Sq.M	44,114.98
	Cost per sft	4,098.42

SCHEDULE “E”
ABOVE REFERRED TO PAYMENT PLAN
(Applicable for Scheme published in March 2022)

Payment Plan Opted (Tick only one blank box in the table and others to be crossed):

For completion in the office of the Society:

Amount received till 28th Feb 2022

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BHARATIYA VARISHTHA NAGARIK SAMITI-Yeida Branch

NOMINATION FORM FOR FOUNDER MEMBER

In respect of

“Lifetime Allotted Residential Unit”

I/ We hereby nominate the persons mentioned below, who are members of my family, to deal with the Society in respect of Lifetime Allotted Residential Unit, if any, upon my/our demise in the order shown below:

Name and Address of Nominee	Date of Birth	Relationship with the Founder Member	Whether Married
1.			
2.			
3.			

Note: The ‘Founder Member’ should draw lines across blank space above the last entry to prevent the insertion of any name after he has signed.

This nomination supersedes the nomination made by me earlier, if any, which stands cancelled.

Dated this ____ day of _____ 20____

1. _____ 2. _____

Founder Member(s)

Witnesses to the signature of ‘Founder Member(s)’

Witness-1:

Signature :

Name & Address :

Witness-2:

Signature :

Name & Address :

To be filled in by the Society

Nomination by

Secretary/ President,
Bharatiya Varishtha Nagarik Samiti-Yeida Branch