

AGREEMENT TO SELL

This agreement to sale is made and executed in Pimpri on this Day of Two Thousand and Nineteen i.e/....../19.

BETWEEN

VINAYAK RESIDENCY

An Association of Persons

THROUGH

MR. KAMESH RATAN PAMNANI

AGE: 32YEARS, OCC: BUSINESS

RESIDING AT: C BLOCK, 8/23,

NR. VAISHNOVDEVI TEMPLE, PIMPRI PUNE-17

HEREINAFTER called as the “**OWNERS/BUILDERS/DEVELOPERS & PROMOTERS**” (which expression unless repugnant to the context shall be deemed to mean and include the Firm, its partners, their heirs, executors, administrators, representatives and assignees)

.....PARTY OF THE FIRST PART

AND

1. **MR. XXXXXXXXXXXXXXX**

PAN NO: - XXXXXXXXXXXX

AGE: ... YEARS, OCC: SERVICE

RESIDING AT:

2. **MR. XXXXXXXXXXXXXXXXXXXXXXXXXX**

PAN NO: -

AGE: ... YEARS, OCC:

RESIDING AT:

HEREINAFTER called as “**ALLOTTEE/PURCHASER**” (which unless repugnant to the context shall mean and include themselves, their executors, administrators and assignees)

.....PARTY OF THE SECOND PART

The Owner/Promoter and the Purchaser/Allottee shall hereinafter be collectively referred to as “**Parties**” as the context may require.

Whereas the land as described in Schedule I -bearing Survey no 230/1 having correspondence CTS no 4455 situated at Revenue Village Bhosari, Taluka Haveli, District Pune originally belonged to Mrs. Parvati Narayan Fuge. Mrs. Parvati Narayan Fuge made an application to the Talathi for deleting her name in the 7/12 extract and recording the name of her son Mr. Dhondiba alias Ganpat Narayan Fuge for land bearing Survey no 230 and other lands. Therefore, as per mutation entry no 3291 dt 23.08.1949 the name of Mr. Dhondiba alias Ganpat Narayan Fuge was recorded in the 7/12 extracts of the land.

And Whereas Mr Dhondiba alias Ganpat Narayan Fuge died intestate on 16.10.1993. Hence the names of the legal heirs of Mr. Dhondiba alias Ganpat Narayan Fuge i.e. Mr Somaji Ganpat Fuge(Son), Mr Jairam Ganpat Fuge(Son), Mr Parshuram Ganpat Fuge(Son), Mr Sitaram Ganpat Fuge(Son), Mr Dhanurdhar Ganpat Fuge(Son), Mrs. Sundrabai Parshram Argade (Daughter), Mrs. Indubai Babanrao Gauli (Daughter), Mrs. Sitabai Popatrao Gilbile (Daughter) & Mrs. Kamal Moreshwar Golande (Daughter) was recorded in the 7/12 extracts vide mutation entry no 12824. On 06.11.2010 Mr Somaji Ganpat Fuge and others sold an area of land admeasuring 00H 80.5R to M/s. Sai Revati Realities vide Sale Deed no 10483/10 registered in the office of the Sub Registrar Haveli no 19, Pune.

And Whereas M/s. Sai Revati Realities applied to the District Collector, Pune for the NA order thereby on 15.11.2011 the District Collector issued NA order **PMH/NA/ASR/845/2011**. M/s. Sai Revati Realities thereon prepared layout and divided the said land into two plots bearing serial no 1 & 2 and the application thereof was made to the Township Planning Department, Pimpri Chinchwad Municipal Corporation. The sanction was given to the layout vide Sanction no BP/Bhosari/55/2015.

And Whereas Plot no 1 is admeasuring about 3069.89 sq m and out of that an area admeasuring 32.72 sq m is subjected to road widening, hence net area is 3037.17 sq. m. & Plot no 2 is admeasuring about 4368.45 sq m and out of that an area admeasuring 548.04 sq m is subjected to road widening, hence net area is 3820.41 sq. m.

And Whereas M/s. Sai Revati Realities vide sale deed dated 09.01.2017 duly registered at Sub Register Haveli no 18 at Serial no 1065/17 sold and transferred all that piece and parcel of land admeasuring 3820.41 sq m (apart from the 548.04 sq m of Road Widening) out of PCMC sanctioned layout Plot no 2 carved out of the Parent land bearing Survey no 230/1, having corresponding CTS no 4455, situated at Revenue village Bhosari, being and lying within the limits of Pimpri Chinchwad Municipal Corporation to M/s. Sai Gyanis Associates. M/s. Sai Gyanis Associates is a registered partnership firm having Mr. Prakash Nandlal Lakhwani & Mr. Suresh Hotchand Jodhwani as partners.

And Whereas M/s. Sai Gyanis Associates approached M/s L P Landmarks for jointly developing the said land. M/s. L P Landmarks is a partnership firm incorporated under Indian Partnership Act 1932 having Mr. Kamesh Ratan Pamnani, Mr. Chahat Ratan Pamnani, Mr. Girish Suresh Lakhwani & Mr. Jitesh Chander Lakhwani as partners. Therefore on 26.07.2018 a JOINT DEVELOPMENT AGREEMENT was executed between M/s. Sai Gyanis Associates and M/s L P

Landmarks, wherein M/s. Sai Gyanis Associates were the Land Owners and M/s L P Landmarks were the Developers/Promoters. The JOINT DEVELOPMENT AGREEMENT was registered in Sub Registrar Haveli no 25 vide Serial no 10987/18 following which a POWER OF ATTORNEY FOR DEVELOPMENT OF THE PROPERTY was registered in Sub Registrar Haveli no 25 vide Serial no 10988/18.

And Whereas M/s L P Landmarks through its partner Mr. Kamesh Ratan Pamnani and M/s. Sai Gyanis Associates through its partners Mr. Prakash Nandlal Lakhwani & Mr. Suresh Hotchand Jodhwani formed an **ASSOCIATION OF PERSON (AOP)** registered on 19.06.2018. The said AOP is formed with the with the intention of jointly developing the said land. The said AOP is to be known by name and style as **“VINAYAK RESIDENCY”**. The said AOP is governed by the provisions of Indian Contract Act 1872.

And Whereas accordingly, M/s. Sai Gyanis Associates, prepared and got sanctioned the plans and design of the proposed building to be constructed upon the Project Land from PIMPRI CHINCHWAD MUNICIPAL CORPORATION vide Commencement Certificate No. BP/Bhosari/50/2018 dated 17/10/2018.

And Whereas the Owners/Developers, decided to implement the scheme of development and sale of units upon the Project Land under the name as style as **“VINAYAK RESIDENCY”** (hereinafter referred to as the said **“Scheme”**)

And Whereas while sanctioning the said plan PIMPRI CHINCHWAD MUNICIPAL CORPORATION had laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land, and upon due observance and performance only, the completion and occupancy certificate in respect of the said building shall be granted by the concerned local authority.

And Whereas the Owners/Developers have entered into a standard Agreement with Mr. Sachin Sutar of M/s. Unusual Spaces, Architect who is registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architecture.

And Whereas the Promoter has also appointed the structural engineer Mr. Hansal Parekh of M/s. Hansal Parekh & Associates, for the purpose of preparation of Structural design and the drawings of the Building. That the Builder and Promoter accept the professional supervision of the architect and the Structural Engineer till the completion of the building.

And Whereas the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

And Whereas the Owner/Promoter is constructing the said scheme which consists of the building bearing **WING A&B- consisting of 54 FLATS (each wing) – a total of 108 FLATS**, which are the subject matter of this agreement/project and hereinafter referred as the said **“Vinayak Residency Co-operative Housing Society”**. The property details for the particular scheme is more particularly described in the SCHEDULE No. I written hereunder with an intention to form a co-operative housing society of all apartment Purchasers/Allottees in the said Scheme (said **“SOCIETY”**) and cause conveyance in favour of the said Society, as detailed hereunder.

And Whereas the Purchaser/Allottee has expressed his offer and desire and applied application No. _____ dated _____ to purchase a Flat bearing number _____, having carpet area admeasuring _____ sq. mtrs. along with enclosed balcony admeasuring _____ sq. mtrs. and exclusively terrace area admeasuring _____ sq. mtrs on the _____ floor, in the building. ... along with covered parking no. _____ admeasuring _____ sq. mtrs. in the said building, which Flat is more particularly described in detail in SCHEDULE – II written hereunder and more particularly shown in the floor plans annexed herewith as **ANNEXURE “G”**, which flat is hereinafter in this agreement for all intention and purpose is referred to as the said “**Apartment**”, inter-alia for and at the price hereinafter agreed.

And Whereas the Owner/Promoter has explained to the Purchaser/ Allottee and the Purchaser/Allottee has well understood and agreed that:

- i) The Owner/Promoter intends to form separate entities of the purchasers of units in various projects of the Scheme being carried out on the said Project Land and execute and register or cause to be executed and registered the conveyance of the concerned land along with the buildings/structures constructed thereon in favour of the concerned entity, wherein the land and buildings i.e. structures of the units constructed thereon, shall belong to such entities as per their respective deed of conveyance and the members thereof shall have rights to use and occupy their respective flats/units/premises. All such entities are hereinafter collectively referred to as “the said entities”. The Owner/Promoter desires to form a Co-operative Hsg. Society classified on the said **Vinayak Residency Co-operative Housing Society** Scheme and all unit Purchaser/Allottee/s shall become members of such society, which is hereinafter referred to as “the said society”. The Owner/Promoter also may also solely at his discretion form an Association of Apartment as he may deem fit.
- ii) The Purchaser/Allottee shall have no exclusive claim to any other part of the said Building except the said Apartment, along with amenities, specifications exclusively or specifically agreed to allot the Purchaser/Allottee by this Agreement, nor can make any claim or raise any objection to the development of the said **Vinayak Residency Co-operative Housing Society** Scheme or to the said building or to any decision that the Owner/Promoter may take in that regard.
- iii) The Owner/Promoter shall have total discretion in the matter of development and maximum FSI utilization of all the sectors or portions of the said Project Land and shall be entitled to develop, construct, sell and dispose of flats/units/premises in the building being constructed on the said **Vinayak Residency Co-operative Housing Society** -Scheme without being objected by the Purchaser/Allottee/s and the said Society, including the Purchaser/Allottee herein of the said apartment.
- iv) The Purchaser/Allottee shall have limited claim only in respect of the said Apartment as envisaged under this Agreement.
- v) The Scheme shall have various types of amenities, facilities and utilities.

- viii) The amenities of the said **Vinayak Residency Co-operative Housing Society** Scheme will be as indicatively enlisted in **Annexure “B”**, hereinafter referred to as the said **“Vinayak Residency Co-operative Housing Society”** -Scheme **“AMENITIES”** and the same shall be owned by the said Society, The routine upkeep of such **Vinayak Residency Co-operative Housing Society** -Scheme Amenities will be out of common funds collected from purchaser/allottee/s of the flats before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said **Vinayak Residency Co-operative Housing Society** -Scheme Amenities shall be out of additional contribution/s determined by the said society and payable by the purchaser/s on demand to the said society.
- ix) The Overall Scheme Amenities shall vest in the Owner/Promoter and/or to its assigns. The said Purchaser/Allottee herein or the said Society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and regulations that may be framed from time to time by the Owner/Promoter or by its assigns and on payment of the maintenance charges described herein.
- x) The said Overall Amenities shall be maintained by the Owner/Promoter or the Owner/Promoter shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Owner/Promoter at its discretion may think proper.
- xi) Common utilities of the said Scheme required under the Development Rules such as scheme roads, drainage, sewage treatment plant, solid waste management, storm water system, hereinafter referred to as the said **“SCHEME UTILITIES”** shall be owned by the Owner/Promoter and will be maintained out of common contribution received from said society/ entities/ unit Purchaser/Allottee/s in the said scheme.
- xii) Upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the structure of **Vinayak Residency Co-operative Housing Society** -Scheme and the portion of land covered under the said **Vinayak Residency Co-operative Housing Society** -Scheme, its common Amenities are convey or transfer as per then prevailing law and right, title and interest and ownership of rest of all the land out of the said Project Land or parts thereof.
- xiii) The said **Vinayak Residency Co-operative Housing Society** -Scheme will be conveyed by the Owner/Promoter to the said Society subject to the above and other terms under this Agreement and the said terms will be part of the Deed of Conveyance of the said society.
- xiv) On the Purchaser/Allottee’s acceptance of the scheme of development of the said **Vinayak Residency Co-operative Housing Society** Scheme as explained above, the Owner/Promoter has agreed to sell the said Apartment to the Purchaser/Allottee.

And Whereas this Agreement lays down covenants on the part of the Purchaser/Allottee to be observed for the common benefit of all Purchaser/Allottee/s in the said Building, and the terms and conditions of the same shall be available for enforcement not only by the Owner/ Promote herein but also, as the case may be, by the Purchaser/ Allottee/s of other flats/units in said Building/said Society and further, the said covenants of the Purchaser/Allottee shall also be binding on his heirs, nominees, executors, administrators, transferees and assigns.

And Whereas the Owner/Promoter has, prior to the execution hereof, as demanded by the Purchaser/Allottee given inspection to the Purchaser/Allottee of all the documents of title relating to the said Project Land; copies of documents in respect of sanction of Scheme inter alia such as all Plans which are prepared by the Owner/Promoter’s **Architect Mr. Sachin Sutar of M/s. Unusual Spaces** orders, sanctions, permissions, licenses, clearances etc issued in favour of the Owner/Promoter by various local / government / semi government bodies; the right of Owner/Promoter to develop the scheme; and all other related documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder and the Purchaser/Allottee has satisfied himself about the title of the Owner/Promoter to the said Project Land, rights of the Owner/Promoter to develop the Scheme and to allot and sell the said Flat/Apartment. The allottee has given specific confirmation that the responsibility of title of said project land shall be on Owner/Promoter up and until proposed conveyance.

And Whereas, the copies of extract of 7/12 in respect of the said Project Land are annexed herewith as **ANNEXURE D**.

Sr. No./	Details of the said Documents	Date of the said Documents if any
1	NA Order Bearing no PMH/NA/ASR/ 845/2011 .	15/11/2011
2	Sale Deed between M/s. Sai Revati Realities and M/s. Sai Gyanis Associates vide Sr no 1065/17	13/01/2017
3.	Commencement certificate BP/Bhosari/50/2018	17/10/2018
4	Registration of Joint Development Agreement and Power of Attorney between M/s. Sai Gyanis Associates & M/s. L P Landmarks vide Serial no 10987 & 10988	26/07/2018
5	Registration of Association of Persons between M/s. Sai Gyanis Associates &	26/07/2018

	M/s. L P Landmarks	
--	--------------------	--

Copies of the above mentioned documents have been separately shown to the Purchaser/Allottee by the Owner/Promoter and the Purchaser/Allottee satisfied himself for the same, and it shall always be deemed and presumed that the above said documents are annexed herewith.

And Whereas while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the said project land and the said Scheme and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Scheme shall be granted by the concerned local authority.

And Whereas prior to the execution of these presents the Allottee has paid to the Owner/Promoter a sum ofbeing part payment of the sale consideration of the Apartment agreed to be sold by the Owner/Promoter to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Owner/Promoter both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing.

And Whereas the Owner/Promoter has registered the said **Vinayak Residency Co-operative Housing Society** Scheme under Sec 5 of the Act with the *Real Estate Regulatory Authority bearing project registration number* A copy of sanction certificate has been handed over to Purchaser/Allottee of sanction said Project from said Authority.

And Whereas subject to otherwise agreed, reserved and provided herein, the Owner/Promoter has agreed to sell and the Purchaser/Allottee has agreed to purchase the said Apartment, and the Parties hereto therefore, have executed this Agreement to Sell, to witness the terms and conditions thereof and in compliance of Section No.13 of the Real Estate (Regulation and Development) Act 2016 and /or then prevailing law, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS:

The parties hereto admit and confirm the definitions of certain terms used in this agreement as follows:

2.1 The said ‘Project Land’:

All that piece and parcel of land property **about 3820.41 sq m** (leaving road widening area of 548.04 sq m) out of PCMC **sanctioned layout Plot no 2** carved out of larger land bearing **Survey no 230/1 having corresponding City Survey no 4455**, situated at Revenue **Village Bhosari**, being and lying within the limits of Pimpri

Chinchwad Municipal Corporation having registration at Pune District, with the jurisdiction of Sub Registrar , Haveli and the same is bounded as under.

On or towards the East : 9 m DP road out of Survey no 230/1 and beyond that PCMC reserve area

On or towards the South :Land Bearing CTS no 4517

On or towards the West : Part of land bearing Survey no 230/1

On or towards the North : PCMC sanctioned Layout Plot no 1

- 1.2 **The “Flat”:** means a separate and self-contained residential premises/tenement in the said Scheme project of various sizes/areas/designs constructed as per the sanctioned building plans.
- 1.3 **The said “Apartment”:** means and includes the residential flat as per the sanction plans out of the said Scheme Project including balconies plus adjacent terrace, if any, along with the allotment of car parking space (if any), which is agreed to be purchased by the Purchaser/Allottee under this agreement.
- 1.4 **The “FSI/FAR” :** means the total permissible Floor Space Area in respect of the said Project Land and additional lands, if any, included and amalgamated by the Owner/Promoter in the scheme as may be available under the law from time to time. This also includes paid/premium FSI/FAR for which the Owner/Owner/Promoter entitled to be used in said scheme in future.
- 1.5 **The “Carpet area”:** means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit, internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.
- 1.6 **The “Share Area”:** Means carpet area +enclosed balcony area + sit-out / verandah and terrace area pertaining to the individual apartment on which maintenance charges will be calculated.
- 1.7 **The “Common Area”** means the land under the building/phase/ project, all community Facilities, play area, lift, lift lobby, staircase, fire escape, exit of building, common entrance, the footings, RCC structures & main walls of the services, water, electrical lines, power backup/common ground water storages tank and overhead tank, electrical meters, wiring connected to common lights, lifts and pumps.

1.8 The “**Limited Common Area**” means the accommodation for the ward staff & for lodging of community service personal, common top terrace, common basement, common storage space, closed parking of which may be allotted/sold for an exclusive use of specific Apartment.

2. **AGREEMENT TO SELL AND CONSIDERATION :**

2.1 The Owner/Promoter shall construct the said project building consisting of **Vinayak Residency Co-operative Housing Society** project in accordance with the plans, design and specification as approved by the concerned local planning authority from time to time.

Provided that the Owner/ Promoter shall have obtain prior consent in writing of the Purchaser/Allottee/s in respect of variations and modification which may adversely affect the said flat of the Purchaser/ Allottee except any alteration or additions or modification in the sanctioned plans, layout plans and specification of the building or common areas of the said phase which are required to be made by Owner/Promoter in compliance of any direction or order, etc. issued by the Competent Authority or statutory authority, under any law of the State or Central Government, for the time being in the force. Owner/Promoter may also make such minor additions and alterations as may be required by the Purchaser/Allottee.

2.2 The Purchaser/Allottee hereby agrees to Purchase from Owner/Promoter and the Owner/Promoter agrees to sell, transfer and otherwise convey in the manner hereinafter Mentioned, a future real estate i.e. the said Flat bearing No. of ... type, admeasuring Sq. Mtrs. carpet area, Sq. Mtrs enclosed Balcony and exclusive right to use and occupy the adjoining same level attached terrace admeasuring Sq. mtrs on the floor of the .. building and together with the 1 (one). covered car parking spaces bearing No. situated at Upper parking/Lower parking of said Building in the said Project being known as **Vinayak Residency Co-operative Housing Society SCHEME** more particularly described in the **SCHEDULE-I** written hereunder, and delineated in Red color in the Floor Plan as **Annexure “ G ”** annexed herewith, unto and in favour of the Purchaser, subject to the fulfillment of the terms and conditions specified herein and the Purchaser agrees to acquire and purchase the same from the Owner/Promoter, for and at a price Consideration of Rs./- (**Rupees only**), including proportionate price of the common areas and facilities, hereinafter referred to as the said “**CONSIDERATION**”, and other contributions to be paid by the Purchaser to the Owner/Promoter, as hereinafter mentioned.

2.2 The Purchaser/ Allottee hereby agrees to Purchase from the Owner/Promoter and Owner/Promoter hereby agrees to sell to the Purchaser/Allottee parking space bearing being constructed in the layout. Further that the Purchaser/Allottee shall not in the future raise any dispute about the suitability of the parking space as constructed by the Owner/promoter. That the parking spaces sold to the Purchaser/Allottee/s shall be used only for the purposes of parking and in this regard the Purchaser/Allottee/s shall comply the norms of parking. This as been clearly made aware to the Purchaser/Allottee/s and same has been agreed by the Allottee/s to follow.

2.4 The Total aggregate consideration amount for the said Flat including parking spaces in thus **Rs./- (Rupees only)**,

2.5 The Purchaser/allottee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/ schedule hereto is the essence of the Agreement. The Purchaser/Allottee has paid on or before execution of this agreement a sum of **Rs...../- (Rupees only)** as advance payment or application fee, and the Purchaser/Allottee has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner herein after appearing as **Annexure “H”** annexed herewith.

2.6 The above consideration excludes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Owner/Promoter) up to the date of handing over the possession of the said Flat and the above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Owner/Promoter undertakes and agrees that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc. the Owner/Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s/Allottee/s, which shall only be applicable on subsequent payments.

- 2.7 General Specifications and Amenities of the said Flat are more particularly described in the **Annexure “C”** annexed herewith.
- 2.8 The Owner/Promoter may allow, on mutual understanding, a rebate for early payments of equal installments payable by the Purchaser/s/Allottee/s by discounting such early payments as may be agreed between parties for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s/Allottee/s by the Owner/Promoter.
- 2.9 The Owner/Promoter shall confirm the final carpet area, enclosed balcony/sit-out area and terrace area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area/ enclosed balcony area/sit-out area/terrace area subject to a variation cap of three percent. The total price payable for the carpet area, enclosed balcony/sit-out area and terrace area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Purchaser/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 Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Owner/Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.

3. PAYMENT OF CONSIDERATION:

- 3.1 The said Consideration shall be paid by the Purchaser/Allottee to the Owner/Promoter as per the Payment Schedule given in the **Annexure “H”** only by duly drawn cheque/demand drafts in the name of **“Vinayak Residency”** RERA A/c No. 918020100801136, IFSC code UTIB0000103 of Axis Bank. Chinchwad Branch, or by RTGS at any other place as intimated by the Owner/Promoter. The Owner/Promoter will issue an acknowledgement receipt to the Purchaser/Allottee, subject to realization of the said cheques. Provided that the Owner/Promoter reserves right to change the aforesaid Escrow A/c and can direct to the purchaser to make payment to such Escrow bank. In such condition purchaser/allottee shall make payment to such change escrow bank account. The Owner/Promoter shall maintain a separate account in respect of sums received by the Owner/Promoter from the Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- 3.2 In case if any bank charges are debited to the account of the Owner/Promoter, the net amount shall be deemed as payments by the Owner/Purchaser.
- 3.3 The time for payment of the installments of the said Consideration as provided in **Annexure “H”** shall be the **ESSENCE OF CONTRACT**.
- 3.4 The Purchaser/Allottees/s authorizes the Owner/Promoter to adjust /appropriate all payments made by him /her/them under any head(s) of dues against lawful outstanding, if any, in his /her/their name as the Owner/Promoter may in its sole discretion deem fit and the allottee undertakes not to object/demand/direct the Owner/Promoter to adjust his payments in any manner.
- 3.5 If the Owner/Promoter fails to abide by the time schedule for completing the said project and handing over the said Apartment to the Purchaser/Allottee, the Owner/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Owner/Promoter, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, on all the delayed payments which become due and payable by the Purchaser/Allottee to the Owner/Promoter under the terms of this Agreement from the date the said amount is payable by the purchaser/allottee(s) to the Owner/Promoter.
- 3.6 Without prejudice to the right of Owner/Promoter to charge interest in terms of above mentioned clause, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of installments, the Owner/Promoter shall at his own option, shall terminate this Agreement:

Provided that, Owner/Promoter shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Owner/Promoter within the period of notice then at the end of such notice period, Owner/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rs. One Lakh Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/Allottee/s till the date of such termination and the Owner/Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

3.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. The Owner/Promoter may charge the Purchaser/allottee/s separately for any upgradation/changes specifically requested of approved by the allottee in fitting, fixtures and specification and any other facilities which have been agreed upon herein or as shown in the website of the registered authority.

3.8 The Owner/Promoter herein on due date/ or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email to the Purchaser/Allottee/s and the allottee shall make payment of such due amount to the Owner/Promoter within seven days from date of receiving such intimation. The Purchaser/allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and any such other Taxes without any delay along with each installment.

4. POSSESSION OF THE SAID APARTMENT:

4.1 The Owner/Promoter agree and understand that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Owner/Promoter and taxes thereon are paid by the Purchaser/Allottee/s in respect of the said Apartment, in terms of these presents, the Owner/Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on **30/06/2022**.

Provided that the Owner/Promoter shall be entitled to reasonable extension of time as agreed by and between the Purchaser/Allottee/s and the Owner/Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).
- (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said project/ building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee/s agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee/s agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Purchaser/Allottee the entire amount received by the Owner/Promoter from the allotment within 30 days“ from that date. After any refund of the money paid by the Purchaser/Allottee/s, Purchaser/Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Furthermore, the Purchaser/Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Owner/Promoter completes the said Building substantially earlier than the aforesaid possession handover date The Purchaser/Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities.

The Purchaser/Allottee/s further agree that even where “substantial completion” of works has been done and after receiving OC from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Owner/Promoter is not allowed by the Purchaser/Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and

between the parties that the remaining works shall be deemed to have been done as and against the Owner/Promoter.

- 4.2 **PROCEDURE FOR TAKING POSSESSION:-** The Owner/Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Purchaser/Allottee/s intimating that, the said Apartment is ready for use and occupation. The Purchaser/Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within “15 days” from the date of written intimation issued by the Owner/Promoter to the Purchaser/Allottee herein. The Owner/Promoter agrees and undertakes to indemnify the Purchaser/Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Purchaser/Allottee/s agrees to pay the maintenance charges as determined by the Owner/Promoter / Body of the Apartment Purchaser/Allottee/s / Association of Allottees, as the case may be.
- 4.3 It shall be expressly agreed that wherever it is the responsibility of the Purchaser/Allottee to apply and get necessary services the same shall not be undertaken by the Owner/Promoter and the Purchaser/Allottee shall be solely responsible for the same.
- 4.4 Upon receiving a written intimation from the Owner/Promoter as stated hereinabove, the Purchaser/Allottee/s shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Apartment to the Purchaser/Allottee/s.
- In case the Purchaser/Allottee/s fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Purchaser/Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Owner/Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.
- 4.5 After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Purchaser/Allottee/s, it shall be the responsibility of the Owner/Promoter to handover the necessary documents and plans, including common areas, to the association of the Purchaser/Allottee/s or the competent authority, as the case may be, as per the local laws.

- 4.6 That the allottee has given his specific confirmation therein that the responsibility of title of the said Project Land be on the Owner/Promoter up and until the conveyance of the said Building/Phase/Wing and the said Project Land thereunder.
- 4.7 Except for occurrence of the events stating herein above, if the Owner/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 herein; or
- (ii) due to discontinuance of his business as an Owner/Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Purchaser/Allottee/s, in case the Purchaser/Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total consideration excluding taxes received by him in respect of the Apartment, with the interest as specified in the Rules of the said Act within 30 days including compensation in the manner as provided under the said Act.
- Provided that where if the Purchaser/Allottee/s does not intend to withdraw from the said Project, the Owner/Promoter shall pay the Purchaser/Allottee/s interest as specified in the Rules of the said Act on all amounts paid by the Purchaser/Allottee/s, for every month of delay, till handing over of the possession of the said Apartment.
- 4.8 Notwithstanding anything contained anywhere in this Agreement, under no circumstances the Purchaser/Allottee shall be entitled to possession of the said Apartment, unless the Purchaser/Allottee shall have paid and the Owner/Promoter have received the entire amount of consideration, interest on delayed payment, contributions, advance maintenance charges of the society, and other dues including extra work charges if any (payable up to the date of possession) as agreed to herein, to the Owner/Promoter. The Purchaser/Allottee shall be liable and responsible to pay the taxes, maintenance charges and society common contribution, local body tax and all other outgoings in respect of the said Apartment/Flat from the date of notice of the Owner/Promoter offering possession or the actual date of possession whichever is earlier.

5. RESPONSIBILITIES OF THE OWNER/PROMOTER:

- 5.1 About formation of Society and Conveyance:
- The Conveyance of title as envisaged under The Real Estate (regulation and Development) Act 2016 in respect of the said Apartment and the said **Vinayak Residency Co-operative Housing Society** Scheme shall be as under:

- 5.1.1 The Owner/Promoter shall form a Co-operative Housing Society on the said **Vinayak Residency Co-operative Housing Society** Scheme and all unit Purchasers in said building on said project land shall become member of such society, which is hereinafter referred to as “the said society”. The Society which will be formed and registered in respect of the Apartments including the said Apartment shall be known and called as “**Vinayak Residency Co-operative Housing Society**”, subject to approval of the concerned authorities. The Owner/Promoter shall have liberty to put name board of Owner/ Promoter in vicinity/on the said Building and shall also have liberty to decide any other name for the said Society or Building. The Purchaser/Allottee or other apartment holders in the said Society or its successors are not entitled to change the aforesaid names and remove or alter name board of Owner/Promoter in any circumstances. The Apartment Purchaser undertakes to become member of said Society and shall extend full co-operation to the Owner/Promoter in formation of said society by signing various applications, paper and documents or otherwise. This condition is essential condition of this Agreement.
- 5.1.2 The Owner/Promoter shall, within one year from last Occupation certificate contains entire wings in said project and simulation in registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

Conveyance of the said Apartment:-

- 5.1.3 The Owner/Promoter, on receipt of entire amount of the Price of the said Flat under the Agreement from the Purchaser(s)/Allottee(s), shall execute a conveyance deed and convey the structure of the said **Vinayak Residency Co-operative Housing Society** SCHEME Project along with units (subject to his right to dispose of the remaining unsold Units, if any) upon said Project land within 1(one) years from the date of last Occupation certificate/completion certificate of building (excluding basements and podiums) of said **Vinayak Residency Co-operative Housing Society** SCHEME Project. However, in case the Purchaser(s)/Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser(s)/Allottee(s) authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Purchaser(s)/Allottee(s) absolute and unconditional consent to this scheme of development and conveyance.

- 5.1.4 The above said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; and policies, bye-laws, rules and regulations of the scheme. The Owner/Promoter shall be responsible to prepare the draft of the Deed of Conveyance.
- 5.1.5 The Purchaser or the said Society shall not have any right, title or interest of any kind on the property to be conveyed to the other entities in the Project Land.
- 5.1.6 The purchaser confirms that he has read and accepted certain specific bye laws which are in conformity with the objective of Scheme and which would be incorporated as additional bye laws and same shall be read with model bye laws provided under societies Act of proposed society. By this agreement to indenture the Purchaser has given his No Objection and clearance to Owner/Promoter to change or modify draft bye laws of the said Society as may be required by Owner/Promoter or concerned authority from time to time. The Purchaser either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Purchaser shall observe all the rules and regulations of bye laws of the said Society, including the amendments made thereto from time to time.
- 5.1.7 All the expenses relating to the conveyance in favour of the said Society such as stamp duty, registration fees, legal fees and other incidentals, if any, other than stamp duty and registration charges paid for these present, shall be borne and paid by all the Purchasers in proportion to the sharing areas of their respective Flats.
- 5.1.8 The Owner/Promoter hereby agrees that he shall, before handing over possession of the said Flat to the Allottee/s ensure that the title of Flat is free from all encumbrances and is marketable and in any event before execution of a conveyance to the society make full and true disclosure of the nature of his title to the said project Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said project Land / Building/s and shall as far as practicable, ensure that the said project Land / Building/s are free from all encumbrances and that the Owners / Promoter have absolute, clear and marketable title to the said project Land so as to enable him to convey the same to the ultimate Allottee/s.

5.2 DEFECT LIABILITY OF THE OWNER/PROMOTER

5.2.1 If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment / phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable. That the allottee has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Apartment in contravention shall amount to default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Apartment sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

In particular it is hereby agreed that the Purchaser/Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections, electrical fittings, wires, conduits or any alteration in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/Promoter, the said defect liability automatically shall become void and the Purchaser/Allottee/s alone shall be liable to rectify the defect at own cost and consequences. Further, the Purchaser/Allottee/s shall be liable to pay damages, if any, to Purchaser / Owner / user of the flat below. Any deviation in usage /maintenance of the said flat in contravention to the rules set out shall amount to default on part of the purchaser towards proper maintenance of the flat/ building and the purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Promoter.

5.3 DISCLOSER AND WARRANTIES BY THE PROMOTER:-

- 5.3.1 The Owner/Promoter is absolutely entitled to develop the said Project and the said project land is free from encumbrances.
- 5.3.2 The Owner/Promoter has made full and true disclosure of the Title of the said land as well as encumbrances, if any, known to the Owner/Promoter in the Title report of the advocate. The Owner/Promoter has also disclosed to the Purchaser/Allottee/s nature of its right, title interest or right to construct building/s, and also given inspection of all documents to the Purchaser/Allottee/s as required by the law. The Purchaser/Allottee/s having acquainted himself /herself/themselves with all facts and right of the Owner/Promoter and after satisfaction of the same has entered into this agreement.
- 5.3.3 The Owner/Promoter shall construct the said Flat in the concerned Building on the said **Vinayak Residency Co-operative Housing Society** SCHEME in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser and enlisted in the **Annexure “A”**, with only such variations and modifications as Owner/Promoter may consider necessary or as may be required by the concerned local authority/ the government to be made in them or any of them and for that the Purchaser herein has given his irrevocable consent, provided such variations or modifications do not adversely affect the said Flat.
- 5.3.4 The Owner/Promoter hereby represents and warrants to the Purchaser/ Allottee(s) as follows:
- i. The Owner/Promoter has clear and marketable title with respect to the said Project Land ; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said **Vinayak Residency Co-operative Housing Society** SCHEME;
 - ii. The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project;
 - iii. There are no encumbrances upon the said Property or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the said Property or Project;
 - v. All drawings, Sale Plans, other drawing are as given to the Owner/Promoter by the appointed Architect, Structural Consultants, other Consultants, the Owner/Promoter has thus disclosed the same to the Purchaser/Allottee and the Purchaser/ Allottee is aware that Professional liabilities have been undertaken by them individually with Owner/Promoter

which shall prevail on these consultants individually or cumulatively if there is any loss /harm is caused to the Purchaser/Allottee and based on these said details of the drawings and the calculations and areas shown, the Purchaser/ Allottee has agreed to take the said Apartment.

- vi. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Project Land and said building/wing shall be obtained by following due process of law and the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Project Land, Building and common areas;
- vi. The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
- vii. The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any third person or party with respect to the said Project Land, including the said Project and the said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- viii. The Owner/Promoter confirm that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/allottees, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottees;
- x. The Owner/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Promoter in respect of the said Project Land and/or the Project except those disclosed in the title report.

6. RIGHTS OF THE OWNER/PROMOTER:

The Parties hereto agree that the Owner/Promoter under this agreement shall be entitled to the following rights:

- 6.1 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Owner/Promoter or not, Without requiring any consent or power from the

said society/apex society/federation, the Owner/Promoter shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the scheme without changing F.S.I. and the area of the said project land and the buildings thereon,

- 6.2 The Owner/Promoter, for all moneys due and payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement, shall have first and paramount lien and charge upon the said Apartment and the right, title and interest of the Purchaser/Allottee therein.
- 6.3 The Overall Amenities, green spaces, public utility spaces, open spaces, gardens, shall vest in the Owner/Promoter or its assigns, and it shall have right to allot, sell, transfer, convey or otherwise deal with the same and for the reason of purchase of the said Apartment, the Purchaser/Allottee herein or the said society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Owner/Promoter and on payment of the charges, fees as will be stipulated by the Owner/ Promoter.
- 6.4 The Owner/Promoter shall be entitled to add or amalgamate adjoining lands to the said Project Land and shall be entitled to provide all the Amenities to such lands.
- 6.5 Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Purchaser/Allottee understands that the schematic layout of amenities given in the brochure of the scheme depict the indicative amenities, however the Owner/Promoter will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities outside of the said Project Land (to add disclaimer). Disclaimer: The plans, specifications, images and other details here in are only indicative and the developer/owner reserve the right to change any or all. The printed material does not constitute a contract / offer of any type between the developer/owner and the recipient. Any purchase /lessee of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between parties and no details mentioned in this printed material shall in any way govern such transaction.
- 6.6 The Owner/Promoter has specifically disclosed to the Purchaser/Allottee and the Purchaser/Allottee has well-understood that the Owner/Promoter is carrying out the scheme as aforesaid and till the completion of the scheme, the Owner/Promoter may revise the layout and / or building plans from time to time in respect of the said Project Land, without affecting the plan and design of the said Apartment. However, due to such revisions, the location and the area of the other sectors and / or artery roads and / or internal roads and / or the open spaces / green spaces / public utility spaces and / or the amenity spaces may change as

compared to the presently sanctioned layout of the said Project Land. The Purchaser has therefore hereby given his specific consent/ NOC for the same.

The Purchaser/Allottee also agrees and confirms that the Owner/Promoter shall be absolutely entitled to use or permit to be used, the artery roads and/ or the internal roads as per the sanctioned or revised layout in respect of the said Project Land, as an access to the other projects or lands included by the Owner/Promoter in the scheme as also as an access to the other lands or projects to be developed by the Owner/Promoter or any other promoter, in the vicinity of the said Project land and the Purchaser/Allottee shall not be entitled to raise any objection whatsoever for the same.

- 6.7 The Owner/Promoter, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion / Sector of the said Project Land and/or any structure/s thereon for any other purposes at the absolute discretion of the Owner/Promoter but subject to the rights of the Purchaser in respect of the said Flat hereby agreed to be sold at the absolute discretion of the Owner/Promoter.
- 6.8 In case the Owner/Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the apartments in the said Buildings, in that case the Owner/Promoter shall have the privilege and right to sell, dispose of such unsold apartments to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser/Allottee or the said Society. The Owner/Promoter shall not be liable to pay the maintenance charges in respect of the said unsold apartments. The apartments in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold apartments for the purpose of this clause. Such new purchasers shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser/Allottee as well as the said Society shall extend all co-operations to the Owner/Promoter and the new purchaser in this regard.
- 6.9 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings, et cetera, the Owner/ Promoter shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Owner/Promoter deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations. The Purchaser/Allottee or the said Society shall not be entitled to raise any objection in this regard. The Owner/ Promoter shall also have the sole discretion in the decision to place the transformer as and where he deems fit, the Purchaser/Allottee shall have no objection to such decisions of the Owner/ Promoter.

6.10 In the said project multi stories high rise buildings are under construction and considering to maintain the stability of the building/wings and internal structure, herein specifically informed by its consultant not to allow internal changes. As per our policy there shall be no customization permitted inside the said Flat unless carried out by Owner/Promoter. Changes such as civil, electrical, plumbing etc shall not be allowed after construction and till delivery of possession of said Flat.

7. **THE P U R C H A S E R / A L L O T T E E / S O R H I M S E L F / T H E M S E L V E S W I T H I N T E N T I O N T O B R I N G A L L P E R S O N S I N T O W H O S O E V E R H A N D S T H E F L A T / S A I D F L A T M A Y C O M E , H E R E B Y C O V E N A N T S W I T H T H E O W N E R / P R O M O T E R A S F O L L O W S :-i.e. C O V E N A N T S O F T H E P U R C H A S E R / A L L O T T E E :**

The Purchaser/Allottee does hereby, agree, assure, confirm, declare and covenant unto and in favour of the Owner/Promoter as under:

7.1 Specific covenants by the Purchaser(s)/Allottee(s):

The Owner/Promoter has disclosed and explained the unique features of the scheme to the Purchaser/Allottee and the Purchaser/Allottee has well understood the same. Hence it is specifically agreed and undertaken by the Purchaser/Allottee with the Owner/Promoter as follows:

Without the consent of the Owner/Promoter till the date of conveyance and of the Society thereafter:

- a) The Purchaser/Allottee shall not do, execute and perform any act, deed or thing whereby the ambience, features, design and objects of the said apartment, **Vinayak Residency Co-operative Housing Society** Scheme and/ or the scheme will be affected in any manner whatsoever.
- b) The Purchaser/Allottee shall not carry out any external changes in the elevation, design structure and colour scheme of the said Building in which the said apartment is situated provided by the Owner/Promoter. The Purchaser/Allottee shall not demolish or cause to be demolished any part of the said apartment.
- c) The Purchaser/Allottee shall not do, execute or perform any act, deed or thing whereby the enjoyment of the common areas and facilities of the said Scheme as well as the scheme, such as common open spaces, internal roads, entrance areas and gates will be affected in any manner whatsoever.

- d) The Purchaser/Allottee has specifically agreed to maintain the unique features, ambience and esthetics of the said apartment / said **Vinayak Residency Co-operative Housing Society** Scheme.

7.2 Covenants relating to usage of the said Apartment:

- i. To maintain the said Apartment at the P u r c h a s e r / Allottee's own cost in good and tenantable repair and condition and maintain it from the date that of possession of the Said Flat is taken and shall not do or cost to be done anything in or to the building in which the Said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said Flat is situated and the Said Flat itself or any part thereof without the consent of the Owner/Promoter and sanctioning authorities.
- ii. Not to store in the Said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Flat is situated, including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the Said Flat on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the Owner/Promoter to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Said Flat is situated or the Said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Flat.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Said Flat is situated.
- vii. Pay to the Owner/Promoter within fifteen days of demand by the Owner/Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat is situated.
- viii. To bear and pay increase in local taxes, fire cess, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat until all the dues payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement are fully paid up.
- x. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser will also follow all rules and regulation and stipulations as may be formed by the Owner/Promoter time to time.

- xi. Till a conveyance of the structure or till the defect liability period of the said project of the building in which Said Flat is situated is executed in favour of Society/Limited Society, the Purchaser/Allottee shall permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Said Flat is situated is executed in favour of Society or till the defect liability period of the said project, the Purchaser/Allottee shall permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- xiii. That the Purchaser/Allottee shall indemnify and keep indemnifying the Owner/Promoter towards against any actions, proceedings, cost, claims, and demands in respect of any breach, non-observance or non-performance of such obligation given specifically herein to the Purchaser/Allottee.
- xiv. That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the Owner/Promoter and the Purchaser/Allottee and the same shall be paid by the Allottee as agreed mutually.
- xv. That nothing herein contained shall construe as entitling the Purchaser/Allottee any right on any of the adjoining, neighboring or the remaining building/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/Allottee to the Owner/Promoter.

7.3 Covenants of the Purchaser/Allottee about payment of maintenance charges:

- 7.3.1. Within 15 days after notice in writing is given by the Owner/Promoter to the Purchaser/Allottee that the said Apartment is ready for use and occupancy, the Purchaser/Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said **Vinayak Residency Co-operative Housing Society** Scheme, maintenance charges, and Said maintenance charges of said scheme and building/s. The Purchaser/Allottee shall hand over to the Owner/ Promoter a duly drawn cheque in favour of the Owner/Promoter and/or the said Society, for an ad-hoc aggregate amount calculated at the rate of Rs.3 /- (Rupees Three only) per Sq. ft., per month of, (the common area + enclosed balcony area + terrace area) of the Apartment; towards maintenance charges for first 12 months or the amount or tenure shall be exclusively be decided by the Owner/ Promoter and the Allottee/ Purchaser would be liable to pay the same.
- 7.3.2 The said maintenance charges are to be utilized by the Owner/Promoter or the said Society as the case may be towards: (i) expenses of maintenance of Project Amenities, (ii) payment of all maintenance costs, rates, taxes and assessments, contribution towards Amenities excepting the membership fees and, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said **Vinayak Residency Co-operative Housing Society** Scheme or to concerned Local Authority / government – semi government authorities and/or any other authority et cetera as the case may be, (iii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings et cetera.
- 7.3.3 The Purchaser/Apartment shall not withhold any payments of the amounts due and payable to the Owner/Promoter or the said Society as the case may be under this clause on any ground whatsoever. In case the Purchaser/Allottee commits any default in payment of the maintenance charges payable to the Owner/Promoter or to the said Society, the

Owner/Promoter or the said Society as the case may be shall have first charge over the said Apartment, and such charge shall move with the said Apartment and shall be binding on all subsequent transferees of the Purchaser/Allottee. The Owner/Promoter or the said Society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the Owner/Promoter and/or the said Society shall be entitled to get the said Apartment attached to recover the said arrears as per Sec. 101 of the Maharashtra Co-operative Societies Act, 1960. Moreover, in case of such default on part of the Purchaser/Allottee, the Owner/Promoter and/or the said Society shall be entitled to withhold supply of any/all of the utilities such as internet connections, cable connections, cooking gas connections, water supply et cetera of the Purchaser/Allottee until entire amount due are duly paid by the him to Owner/Promoter and/or the said Society as the case may be, with interest thereon.

7.4 Covenants relating to the transfer of the said Apartment by the Purchaser/Allottee:

The Purchaser/Allottee shall not, without written permission of the Owner/Promoter before the execution and registration of conveyance to the said Society or without written permission of the said Society after execution and registration of the said conveyance let, sublet, transfer, assign, convey, mortgage, charge or in any way encumber or deal with or dispose of the said Apartment or part with the possession of the said Apartment or any part thereof or create third party interest of any kind in respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Purchaser/Allottee in any manner whatsoever. The Owner/Promoter or the said Society shall be entitled not to give such permission to the Purchaser/Allottee until and unless i) all the dues payable by the Purchaser/Allottee to the Owner/Promoter or the said Society or to the Apex Body/Federation under this agreement are paid in full; ii) the Purchaser/Allottee has rectified default or breach of any of the terms and conditions of this Agreement committed by the Purchaser/Allottee, and; iii) the Purchaser/Allottee has adequately indemnified the Owner/Promoter or the said Society as the case may be for such default or breach, iv) The Purchaser/Allottee shall covers all terms and condition stipulated in this Agreement at the time of execution and registration of transfer deed in favour of third party.

7.5 Covenants relating to the said Society:

7.5.1 The Purchaser/Allottee shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society.

7.5.2 The Purchaser/Allottee shall pay to the said Society regularly and punctually, the maintenance charges and also any other charges / contributions et cetera as stated in Clause No. 7.3 hereinabove relating to covenants of the Purchaser/Allottee about the maintenance charges or

determined by the said Society from time to time. In case of default in such payment on part of the Purchaser/Allottee, the said Society shall be entitled to take necessary action on the Purchaser/Allottee as per law and as per the bye-laws of the said Society.

7.5.3 The Purchaser/Allottee along with other purchasers shall not be entitled to form a co-operative society on their own. The Owner/Promoter alone shall be entitled to form society of apartment purchasers as envisaged under this Agreement.

7.5.4 The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land;

7.5.5 The Purchaser/Allottee and said society shall comply with garbage and solid waste disposal system for collection and disposal implemented as per the applicable provisions of law.

7.5.6 The Purchaser/Allottee shall always be liable to separate the dry garbage from the wet garbage generated by him. The said Society shall collect such separated garbage from the Purchaser/Allottee and the Owner/Promoter shall collect the same from the said Society and dispose it off.

7.5.7 Disposal of sewage and garbage in the scheme shall be the responsibility of the Owner/Promoter for which the Purchaser/Allottee shall always follow the rules and regulations framed in respect of segregation, storage, collection and disposal of sewage and garbage in the scheme.

7.6 Covenants relating to Purchaser/Allottee's rights to the said Apartment:

The only right under this Agreement conferred upon the Purchaser/Allottee is the rights in respect of the said Apartment alone and the same are restricted by terms and conditions of this Agreement. The Purchaser/Allottee agrees that the Owner/Promoter has exclusive right in respect of rest of the apartments in the said Building and also in respect of all the open spaces, remaining on the said Project Land along with the right to utilize inherent and unutilized F.S.I. or T.D.R. and benefits arising out of setback as detailed in this Agreement.

7.7 General covenants:

7.7.1. The Purchaser/Allottee hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of sanctioning the said plans or thereafter.

- 7.7.2 The Purchaser/Allottee is hereby prohibited from raising any objection in the matter of sale and use of any apartments being commercial or otherwise in the said Building as well as in the amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser is by executing these presents has given his irrevocable consent and for this reason a separate consent for the same is not required.
- 7.7.3 Any delay tolerated, indulgence shown by the Owner/Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Purchaser/Allottee/s by the Owner/Promoter shall not be considered or construed as a waiver on the part of the Owner/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/Allottee/s nor shall the same in any manner prejudice the rights of the Owner/Promoter.
- 7.7.4 Member of any other society in the scheme should adhere to all security rules framed and said member and his vehicles shall have right of ingress and egress through the internal roads/ pathways/ driveways of the said Society, and All entitles in the said scheme and the Owner/Promoter shall have right to lay down all service like drainage line, electricity line, storm water line, pathways, walkways through the said society and land conveyed to the **Vinayak Residency Co-operative Housing Society Scheme**.
- 7.7.5 After the possession of the said Apartment is handed over to the Purchaser/Allottee, if any work thereafter is required to be carried out by the Government or semi-government or local authority or any statutory authority, the same shall be carried out by the Purchaser/Allottee in co-operation with the purchasers of the other apartments in the said Building at their own costs and the Owner/Promoter shall not be in any manner liable or responsible for the same.
- 7.7.6 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Project Land or the said **Vinayak Residency Co-operative Housing Society Scheme** or the said Building, or any part thereof. The Purchaser/Allottee shall have no claim, save and except, in respect of the said Apartment hereby agreed to be sold to the Purchaser/Allottee. The open spaces, parking, lobbies, said **Vinayak Residency Co-operative Housing Society Scheme Amenities** et cetera, shall remain property of the Owner/Promoter until the said **Vinayak Residency Co-**

operative Housing Society Scheme land together with the said Buildings, save and except any part reserved by the Owner/Promoter, are transferred to the said Society.

- 7.7.7 Significant risks and rewards of ownership and effective control of the said Apartment shall be deemed to have been transferred on delivery of its possession though ownership of the said Apartment and effective control of the said **Vinayak Residency Co-operative Housing Society** Scheme shall remain with the Owner/Promoter. It is hereby made clear that the Owner/Promoter is or will be constructing the said Apartment or Building or developing the said Project land as owner thereof and at its own costs and not for and on behalf of or as agent of the Purchaser and has not agreed to transfer any goods involved in the works contract. By this agreement, the Owner/Promoter has agreed to convey in future an immoveable property.
- 7.7.8 If the Purchaser/Allottee suffers any loss, damages et cetera arising out of this transaction, by reason of any change, amendment, modification, change in any statute, law, rules, regulations et cetera, the Owner/Promoter shall not be liable to make good the same to the Purchaser/Allottee.
- 7.7.9 The Owner/Promoter has, prior to the execution hereof, as demanded by the Purchaser/Allottee given inspection to the Purchaser/Allottee of all the documents of title relating to the said Project Land; copies inter alia of all sanctions, permissions, licenses, clearances et cetera issued in favour of the Owner/Promoter by various local / government / semi government bodies; right of Owner/Promoter to develop the scheme; the rights of the Owner/Promoter to construct/ develop/ sell the flats/ car parking spaces/ gardens/ terraces et cetera; plans, designs, specifications, master layout, title report and all other related documents as are specified under this Act, the Maharashtra Ownership Flats Act 1963 & then Prevailing Law; and the Purchaser/Allottee has satisfied himself about the title of the Owner/Promoter to the said Project Land, his rights to develop the scheme and to allot and sell the said Apartment; and the Purchaser/Allottee shall not be entitled to raise any objections whatsoever in this regard.
- 7.7.10 The Purchaser/Allottee shall pay to the Owner/Promoter the said Consideration and contributions or outgoings punctually and diligently and shall observe all the terms and conditions of this Agreement strictly.
- 7.7.11 All the applicable covenants under this Agreement agreed to by the Purchaser/Allottee shall be binding on the transferee/licensee of the Purchaser/Allottee. The Purchaser/Allottee undertakes to make this condition essential ingredient of the concerned instrument of transfer/license with his transferee/licensee.

8. SPECIAL COVENANTS OF BOTH THE PARTIES ABOUT THE SCHEME:

The Owner/Promoter and the Purchaser/Allottee agree, assure, confirm, declare and covenant unto and in favour of each other as under:

8.1 About development of the Scheme:

- 8.1.1 The Purchaser/Allottee shall have no claim to any other part of the said Project nor can he make any claim or raise any objection to the development of the other portions of the said Project or to any decision that the Owner/Promoter may take in that regard.

8.2 About maintenance of the said Building and Scheme:

All the apartment purchasers in the said **Vinayak Residency Co-operative Housing Society** Scheme together

- 8.2.1 .with other residential projects, including the Purchaser/Allottee herein shall pay Maintenance charges to their respective entities regularly. The maintenance charges payable by the apartment purchasers to the society shall be on “Square Foot Basis” per month on share area of the said Apartment. The rate of maintenance charges will be decided by the respective Society. The maintenance charges payable by the Purchaser/Allottee to the respective Society shall be comprehensive in nature and shall include maintenance charges towards maintenance of Project Amenities
The said Society alone shall be responsible to collect and recover the Maintenance charges from the Purchaser/Allottee and other apartment purchasers.

8.4 About the supply of utilities:

- 8.4.1 The Owner/Promoter shall arrange for the supply of treated water to each building in the said **Vinayak Residency Co-operative Housing Society** Scheme. The Owner/Promoter shall provide independent water meter to each society/entity However the Owner/Promoter shall not be responsible for short supply of water, for reasons beyond its control as source of water is beyond control of the Owner/Promoter.
- 8.4.2 The Owner/Promoter shall install the water sewage treatment plant and arrange for solid waste management.
- 8.4.3 The Owner/Promoter shall arrange that Maharashtra State Electricity Distribution Company Ltd. (“M.S.E.D.C.L.”) or any other Power Utility shall directly provide electricity to purchaser of each flat, to all the entities in the scheme, and electricity consumption charges

shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the Owner/Promoter shall not be responsible for short supply of electricity.

8.4.4. It is specifically understood that the matters related to service providers such as security services, managerial services and other service appointed by the Promoter for the Association of Owners is entirely the responsibility and liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.

8.4.5 As the Promoter will be applying to the concerned authorities for giving separate water connections for building and electricity meters and connections for the Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections/ water supply / power supply / generator supply / through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity / the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter and Service Tax/ GST (as applicable) thereon.

Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings / maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.

8.4.6 The Promoter further specifically discloses that, in case of delay or rejection for new separate water connection or improper/ insufficient water supply, the Promoter shall organize a survey at the said land from an expert organisation thereby shall construct bore wells, if possible, also install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each apartment/ flat, in the various buildings.

8.4.7 The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants /Purchaser Allottee/s at their own cost, collectively through the Association as the case maybe and shall not take any objection regarding this matter and shall keep Local Authority / Sanctioning Authority/ Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Association from

time to time. The Promoter further discloses that, the Promoter will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.

8.4.8. Till a separate electric meter or a water meter is installed/ allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amount and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.

8.5 MISCELLANEOUS:

8.5.1 Provisions of all roads, access, utilities, et cetera on part of the Owner/Promoter shall always be subject inter alia to the Regulations, other laws, rules, statutes, et cetera in that regard.

8.5.2 The Owner/Promoter shall be entitled to change inter alia the systems, procedures, rules, regulations; bye-laws et cetera in respect of maintenance of the Amenities, solely at its own discretion and the same shall be binding on the Purchaser/Allottee and the said Society.

8.5.3 The Owner/Promoter, before execution of this Agreement has explained to the Purchaser/Allottee inter alia, the entire scheme, mode and form of conveyance, formation of society, maintenance of Amenities as well as Society.

8.5.4 This Agreement shall also be contemplated as MOU between the Project Authority i.e. the Owner/Promoter herein and the Purchaser/Allottee herein as envisaged in the environmental clearance granted to the Owner/ Promoter by the Ministry of Environment and Forests.

8.5.5 The Purchaser/Allottee and/or the said Society shall follow all rules, regulations, conditions, et cetera imposed by all the laws, statutes, boards and policies, inter alia such as I) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, vii) Maharashtra Pollution Control Board, viii) Letter of Intent, ix) Public Liability (Insurance) Act, 1991, x) Maharashtra Regional and Town Planning Act, 1966, xi), and all concerned & then prevailing laws applicable for time being in force, et cetera and notifications, circulars thereunder, published by concerned government authorities / departments.

9. GENERAL COVENANTS AND COMPLIANCE OF LAWS RELATING TO REMITTANCES :

9.1 The Purchaser/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 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 owner/promoter with such permission, approvals which would enable the Owner/Promoter to full fill its 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

9.2 The Owner/Promoter accept no responsibility in this regard. The Purchaser/Allottee/s shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee/s to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/Allottee/s 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 Owner/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee/s only.

10. ABOUT ISSUE OF NO OBJECTION FOR TRANSFER OF THE SAID FLAT:

10.1 The Purchaser/Allottee shall be entitled to assign, transfer otherwise deal with their rights arising by these present in respect of the said Apartment to any person of his choice, during construction stage of the said Apartment and the Owner/Promoter on prior written request in prescribed form, shall issue in his favor necessary No Objection Certificate to that effect and shall also co-operate with the Purchaser/Allottee in that regard, provided,

- i) the Purchaser/Allottee pays entire consideration amount to the Owner/Promoter before selling the said Apartment, ii) the Purchaser/ Allottee pays to the Owner/Promoter transfer charges of Rs. 1,00,000/- and iii) the subsequent purchaser of the said Apartment absolutely

consents to abide by all the terms and condition of this Agreement for which the Parties agree to execute a tripartite agreement with a new purchaser joining in as a third party.

- 10.2 If the Purchaser/Allottee after possession, after formation of the said Society but before execution and registration of the conveyance intends to assign his rights in respect of the said Flat, he shall take No Objection from the Owner/Promoter as well as from the said Society (if formed at that time), by paying the said transfer charges as determined by the said Society.
- 10.3 If the Purchaser/Allottee after execution and registration of the conveyance, intends to assign his rights in respect of the said Apartment by way of sell/lease/ assignment the Purchaser/Allottee shall be liable to pay the requisite amount fixed by the government from time to time as transfer fee to the said society along with the then prevailing deposit amount as shall be fixed by said society and any increment thereto and demanded by the said transfer charges to the said Society.

11. PAYMENT OF TAXES, OUTGONGS ETCETERA BY THE PURCHASER/ALLOTTEE:

All Taxes under GST, direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of this Agreement and this transaction shall be borne and paid exclusively by the Purchaser/Allottee.

The consideration value of the flat has been mutually agreed upon between both parties. The share of input tax credit(ITC) of GST has been explained to the allottees which has been surely built in the negotiated consideration of the flat. The due benefit accrued on account of ITC to the builder has been duly passed on to the allottees in the said consideration. No further claim on account of ITC lies with the allottees.

- 11.1 The Purchaser hereby agrees that in the event of any amount by way of premium to the State and/or Central Govt. or betterment charges or service tax or development tax or educational cess or value added Tax (VAT) or any other tax or payment of a similar nature becoming payable by the Owner/Promoter either before or after delivery of possession of the flat the same shall be paid in advance to the Owner/Promoter, as and when charged and demanded by the Owner/Promoter. If Purchaser fails to pay the amount within fifteen days from demand then flat purchaser shall be liable to pay interest as specified in Act until payment. Also in the said event there shall be charge of the amount due on the said Flat and income there from and until payment of said dues Purchaser shall not be entitled to mortgage, assign, sell or transfer the said Flat in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Owner/Promoter due to non-payment. Therefore, Purchaser shall be further liable to pay damages and losses that will be suffered by the Owner/Promoter

due to non-payment and the Purchaser shall keep the Owner/Promoter harmless and indemnified therefrom. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Owner/Promoter.

- 11.2 The Purchaser/Allottee hereby agrees to indemnify and keep the Owner/Promoter indemnified all the time and keep the Owner/Promoter harmless from all losses that may be incurred by the Owner/Promoter on account of non-payment and / or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Purchaser/Allottee.
- 11.3 Provided that any deduction of an amount made by the Purchaser/Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer to the account of the Purchaser/s, only upon purchaser/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the developer, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the developer on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax.
- 11.4 Provided further that at the time of handing over the possession of the unit/flat/shop etc, if any such certificate(s) has not been produced or submitted by the purchaser to the developer, the purchaser shall pay/deposit an equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such certificate(s) within 4 months of taking possession of unit/flat/shop etc. Provided further that in case the purchaser/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser/s.

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

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in said Project, the same shall be in proportion to the carpet area plus enclosed balcony/sit-out of the said Flat to the total carpet area plus enclosed balcony/sit-out of all the said Flat in the Said Project such area is called as sharing area.

13 **REGISTRATION AND COST THEREOF:**

- 13.1 The Purchaser/Allottee shall present this Agreement at the proper registration office for registration within the time prescribed by the Registration Act, 1908 from the date of execution hereof and upon intimation thereof by the Purchaser/Allottee; the Owner/Promoter shall attend such office and admit execution thereof.
- 13.2 All the expenses by whatever name called and stamp duty, registration fees, subsequent and ancillary expenses in respect of this Agreement, stamp duty, registration fee and other expenses for conveyance of structure in favour of society as aforesaid, conveyance of **Vinayak Residency Co-operative Housing Society** Scheme, common amenities and facilities, open spaces, internal roads in favour of Society as aforesaid, any other document required to be executed in respect of and relating to the said Flat and / or the transaction under this Agreement shall entirely be borne and paid by the Purchaser. Any deficit and penalty thereof, if any, shall also be borne and paid by the Purchaser only.
- 13.3 At the time of registration of conveyance of the project land to said Society, the Allottee shall borne his contribution and pay to the Owner/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society.

14 **TERMINATION AND CANCELLATION:**

- 14.1 Without prejudice to the right of Owner/Promoter to charge interest in terms of above mentioned clause, on the Purchaser/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/Allottee/s to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Owner/Promoter shall give notice of fifteen days in writing to the Purchaser/Allottee/s, by Registered Post AD at the address provided by the Purchaser/Allottee/s and / or mail at the e-mail address provided by the Purchaser/Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee/s fails to rectify the breach or breaches mentioned by the Owner/Promoter within the period of notice then at the end of such notice period, Owner/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lakhs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination and the Owner/Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

- 14.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund amount by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lakhs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination of said flat, within a period of six months, subject to terms of this Agreement.
- 14.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

15. THE CONSENT AND CONFIRMATION OF THE PURCHSER:

The said Purchaser hereby expressly confirm having understood the concept and terms and conditions of the **Vinayak Residency Co-operative Housing Society** Scheme and the said Purchaser shall confirm and gives consent at all times for arrangement made by Owner / Promoter for rendering the services to the residents. This confirmation is essence of this Agreement and same shall bind at all times on respected Purchaser.

16. MISCELLANEOUS:

16.1 Notices:

- (a) All notices to be served on the Owner/Owner/Promoter in connection with this Agreement shall be deemed to have been duly served on the Owner/Owner/Promoter if sent by Registered Post or U.C.P. at his following address
- (b) All notices to be served on the Purchaser/Allottee/s in connection with the Agreement shall be deemed to have been duly served on the Purchaser/Allottee if sent to the Purchaser/Allottee by Registered Post or U.C.P. at his/her/their following address:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

R/at: **Mob:** And Notified Email
ID.:xxxxxxxxxxxxxxxx@gmail.com

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

- (c) It shall be the duty of the Purchaser/Allottee and the Owner/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Promoter or the Allottee, as the case may be.
- (d) That in case there are joint Purchaser/Allottee all communications shall be sent by the Owner/Promoter to the Purchaser/Allottee whose name appears first and at the address given by his/her which shall for all intents and purpose to consider as properly served on all the Purchaser/Allottee/s

17.

17.1 NO OTHER RESPONSIBILITY OF THE OWNER/PROMOTER:

The Owner/Promoter herein has not undertaken any responsibility nor has the Owner/Promoter agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Owner/Promoter, other than the terms and conditions expressly provided under this agreement.

17.2 REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 & THEN PREVAILING LAWS:

Except otherwise mentioned and provided herein, this Agreement shall always be subject to the provisions of the **Real estate (regulation and Development) Act 2016**, & prevailing Laws and Regulations For Development of the Scheme In Area

17.3 JURISDICTION OF COURT IN CASE OF DISPUTE:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the “Pune courts” will have the jurisdiction for this Agreement. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

17.4 NAME OF THE PROJECT/BUILDING/ WINGS/PHASE:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter herein has decided to have the name of the entire scheme is “**Vinayak Residency Co-operative Housing Society**” and said project will be denoted by letters or name **Vinayak Residency Co-operative Housing Society** and or as decided by the Owner/Promoter and further erect or affix Owner/Promoters name board at situated places as decided by the Owner/Promoter herein on a Building and at the entrance of the scheme. The Purchaser/Allottee/s in the said Project/Buildings or proposed organization are not entitles to change the aforesaid project and remove or alter Owner/Promoters name board in any circumstances. This condition is essential condition of this agreement.

18. STAMP DUTY:

1. The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee.
2. Calculation of stamp duty the market value of the said **..BHK** flat issq. Mtrs., having enclosed balcony sq. Mtrs. along with the terrace which is ... sq mtrs, and car parking which is 11.15 sq. M. @ Rs/- per sq. Mtrs.= Rs...../- but actual values is **Rs...../-** Hence according to the actual value the **stamp duty of Rs/-** is paid in round figures.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner/Promoter executes this Agreement Owner/Promoter except that of the charge mentioned herein above, 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 Purchaser/Allottee who has taken or agreed to take such said Apartment.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/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 within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Promoter. If the Purchaser/Allottee fails to execute and deliver to the Owner/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 Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /
SUBSEQUENT ALLOTTEES:**

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

24. **SEVERABILITY:**

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

25. **FURTHER ASSURANCES:**

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

26. PLACE OF EXECUTION & LEGAL EXPENSES

The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter through its authorized signatory at the Owner / Promoter's Office, or at some other place, which may be mutually agreed between the Owner / Promoter and the Purchaser / Allottee, in after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

The Purchaser/Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner/Promoter in connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

27. DECLARATION BY PARTIES:

The Parties hereto have carefully read and understood all the contents of this Agreement along with all the Schedules and Annexure thereof and also got the same understood in their vernacular language and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

\

Stamp Duty Particulars

Location - Type of premises :-	Vinayak Residency Co- operative Housing Society, Bhosari Flat. BHK
Total Floors of Building	Floors
Lift is provided or not	Yes, provided.
Floor of the said Flat	
Carpet Area of the said Flat &Enclosed Balcony	Sq. Mtrs
Terrace Area	Sq. Mtrs.
Car parking area	Sq. Mtrs.
Prescribed Govt. Rate for Flat	Rs./- Sq. Mtrs
Prescribed Govt. Value of the said Flat & Terrace	Rs./-
Prescribed value of the said Car Parking Space	Rs./-
Total Prescribed Value of the said Flat including Car Parking Space	Rs./-
Consideration of the said Flat as per Agreement	Rs./-
Stamp Duty paid on	.././..
Stamp Duty amount paid	Rs./-

SCHEDULE I

All that piece and parcel of land property **about 3820.41 sq m** (leaving road widening area of 548.04 sq m) out of PCMC **sanctioned layout Plot no 2** carved out of larger land bearing **Survey no 230/1 having corresponding City Survey no 4455**, situated at Revenue **Village Bhosari**, being and lying within the limits of Pimpri Chinchwad Municipal Corporation having registration at Pune District, with the jurisdiction of Sub Registrar , Haveli and the same is bounded as under.

On or towards the East : 9 m DP road out of Survey no 230/1 and beyond that PCMC reserve area

On or towards the South :Land Bearing CTS no 4517

On or towards the West : Part of land bearing Survey no 230/1

On or towards the North : PCMC sanctioned Layout Plot no 1

SCHEDULE II

(Description of the said Apartment)

All that piece and parcel of Flat/Apartment agreed to be sold by the Owner/Promoter to the Purchaser/Allottee having description as follows:-

(A)	Scheme Name	Vinayak Residency Co-operative Housing Society
(B)	Location	Bhosari
(C)	i) Name of the Project ii) Name of Building	Vinayak Residency Co-operative Housing Society ...,BHK
(F)	Apartment No.	
(G)	Floor	
(H)	Carpet Area of the Apartment	 Sq. Mtrs. i.e. Sq. Ft.
(I)	Enclosed Balcony Area of said Apartment	 Sq. Mtrs. i.e. Sq. Ft.
(J)	Area of the terrace of said Apartment	 Sq. Mtrs. i.e.Sq. Ft.
(K)	Covered Car Parking Allotted	Yes
(L)	Area of covered car parking (Approx.)	 Sq. Mtrs. i.e.Sq. Ft.
(M)	Number of covered car parking Space	

NOTE: That the parking spaces including the mechanical parking sold to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking.

ANNEXURES

- A. Identification proofs of Parties
- B. Society Amenities
- C. Apartment Amenities
- D. 7/12 Extract of the said Project Land
- E. Index II of Deed of Sale of Project Land
- F. Commencement Certificate by PCMC
- G. Floor Plan of the said Flat/Parking
- H. Payment Schedule
- I. POA Declaration
- J. RERA Certificate

DECLARATION

The Purchaser/Allottee declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser/Allottee/s has/have received the stamped copy of this Agreement.

(OWNER/PROMOTER)

(PURCHASER/ALLOTTEE)

1. _____

2. _____

IN WITNESS WHEREOF both the parties hereby declare that they have read and understood all the contents of this agreement and the same has been explained to them by the Witness herein, in their respective vernacular languages, which they purport to have understood and is accepted by them. They admit to have signed this agreement on the date and & day mentioned hereinabove, being in good state of mind & body, without being under any types of pressure, force, coercion or under the influence of any kind of intoxication.

Name & Sign	Photo	Thumb Impression
<u>PURCHASER</u>		

<u>PURCHASER</u>		
<u>VINAYAK RESIDENCY BUILDERS/DEVELOPERS THROUGH</u> <u>.....</u>		

WITNESSES:-

- 1)

Sign :

Name :

Add :
- 2)

Sign :

Name :

Add :

VINAYAK RESIDENCY

An Association of Persons(AOP)
C BLOCK8/23, PIMPRI PUNE-411017

ALLOTMENT LETTER

To, _____ Date: _____

Mr./Mrs./Miss _____

Address: _____

E mail id: _____

Sub: Allotment of Apartment No _____ on _____ in the project known as
“**Vinayak Residency Co- Operative Society**” situated at Bhosari, Pune.

Dear Sir/Madam,

We hereby allot you _____ on _____ floor (hereinafter referred to as the Apartment in our proposed building to be constructed known as “**Vinayak Residency Co- Operative Society**” situated at Bhosari for the total consideration of Rs. _____ (Rupees _____ Only). We have

received a sum of Rs. _____/- (Rupees _____ Only) as earnest money in respect of the above referred apartment. Details of the same are as follows

Sr. No	Date	Cheque No	Bank Name	Branch	Amount
Details of the Flat					

Sr. No	Particulars	Amt
1	Flat No (....) BHK. Building / wing No: “..” adm Carpet Area of Sq.mtr ,Enclosed Balcony Area of Sq.mtr, Terrace Area of Sq.mtr On Seventh (.. th) floor.& Car Parking Area of 11.15 Sq.mtr, Space No-	
2	Price Consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said apartment.	
3	Stamp Duty	
4	Registration	
5	Legal Charges	
6	GST will be charge@ %	
	Total Amount	

Project is registered as per the provisions of RERA with the Real Estate Regulatory Authority at under No. _____

This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for Sale under the provisions of the Real Estate (Regulation and Development) Act, 2016, (as amended up to date) on terms and conditions, which may contain therein. You undertake to execute the Ownership Agreement as and when called upon you by us and pay the necessary stamp duty and registration charges thereof. All the terms and conditions mentioned in the Allotment Letter and/or Agreement for Sale or such other documents executed for

sale of the Apartment shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.

Kindly confirm the above arrangement by signing the Allotment Letter.

Thanking You,

Yours faithfully,

We confirm and accept For

1) _____

2) _____

For **Vinayak Residency**

