

Unit No. : _____

ALLOTMENT LETTER

RERA Reg. No. _____

VAIDEHI ENTERPRISES

Registered Office: K.G Mansion, Apte Road, Deccan Gymkhana, Pune-411004
Contact: 25538383/84 | venterprises111@gmail.com

.....
Site Address: Prathamesh Park S. No.1 46, Baner, Pune-411045

To,
Mr./Mrs. _____

Date: _____

Dear Sir / Madam,

Thanks for showing your interest in our project "**Vaidehi Villas**" in the apartment mentioned below, subject to the terms and conditions as mentioned below we hereby accept your offer and allot you the apartment.

ALLOTTEES (S) DETAILS

1) Allottee Name : _____

Address: _____

Age : _____ Pan Number : _____

Residence # : _____ Company : _____

Office # : _____ Occupation : _____

Fax # : _____ Designation : _____

Mobile # : _____ Date of Birth : _____

Business card : _____ Email : _____

2) Allottee Name : _____

Address: _____

Age : _____ Pan Number : _____

Residence # : _____ Company : _____

Office # : _____ Occupation : _____

Fax # : _____ Designation : _____

Mobile # : _____ Date of Birth : _____

Business card : _____ Email : _____

APARTMENT DETAILS:

FLAT NO.	FLOOR NO	UNIT CARPET AREA (SQ.FT.)	ENCL.BALC. CARPET AREA (SQ.FT.)

Total No. Of Car Parks

Particular	Amount (IN Rs)
Agreement Value	
Estimated GST	
Estimated Stamp Duty	
Estimated Registration Charges	
Estimated Advance Maintenance	
Estimated Corpus	
GRAND TOTAL	

- All taxes above are estimated only for the reference of the Allottee(s), although the same will be payable at actual as per the prevailing taxation laws.
- All payments in favor of **"VAIDEHI ENTERPRISES "**

REAL ESTATE AGENT DETAILS

Name of Real Estate Consultant if any : _____

Pan Card No. _____ Service Tax No. _____ (Attach a copy)

Rera No. _____

PAYMENT SCHEDULE

Sr. No.	Amount (Rs.)	% Due	Particulars of received and due amounts
1		9 %	As earnest Money on execution of this Agreement
2		01%	TDS (Paid by Purchaser)
3		15%	First Slab
4		15%	Second Slab
5		15%	Third Slab
6		15%	Brickwork
7		12%	Internal Plaster
8		13%	Plumbing/Flooring
9		5%	At time of Possession
TOTAL		100%	Agreement Value

COMMON AMENITIES

- Driveway
- Recreation Garden
- Security Cabins
- Security Cameras

SPECIFICATIONS

- Windows - Aluminium windows
- Flush Doors
- Toilets- Premium CP & sanitary fixtures
- Electrical - MCB
- Power Back up - 100% generator back up for common areas

TERMS & CONDITIONS

1. All the taxes, cess, levies as applicable under any concerned statute/law shall be borne by the Allottee(s) over and above the price of the Agreement.
2. This Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the Promoter or the Allottee(s) until firstly, the Allottee signs and delivers the Agreement with all the Schedules along with payment due as stipulated in above payment plan within 30 days from the date of this Allotment Letter and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated to be as Agreement as contemplated under the provisions of law and this Allotment letter is not transferable.
3. If the Allottee(s) fails to execute and register the Agreement within 30 days from the date of this Allotment Letter, then the Promoter shall serve a notice to the Allottee by mail/ hand / post / courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee then the allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee (booking amount / token amount) shall be returned to the Allottee without any interest or compensation whatsoever.
4. Cancellation charges will not be applicable, if booking is cancelled within 30 Days from date of booking.
5. Any delay on payment from the above mentioned schedule, will attract interest as per agreement to sale / norms of Real Estate (Regulation & Development) Act, 2016.
6. All payment instruments in favor of "Gaikwad Girme Properties".
7. Civil Alterations /modification within the allotted apartment will NOT be accepted.
8. All marketing materials presented to the Allottee(s) are purely conceptual representation and not a legal offering. The final specifications, amenities will be as per mentioned in the agreement to be executed which will supersede all previous marketing materials.
9. Possession date: 31st December. 2018, subject to force majeure.
10. The purchaser acknowledges the receipt of all pertinent legal documents and certified plans related to the project. The purchaser will scrutinize the document and then execute and register the agreement to sale within 30 days.

For Vaidehi Enterprises

Authorised Signatory

PROMOTER

I/ We have read this Allotment Letter, and agree to abide with all the terms and conditions stated above.

Date

Allottee -1

Allottee - 2

AGREEMENT FOR SALE

This Agreement made and executed at Pune on this ____ day of _____,
2019

BETWEEN

M/s. VAIDEHI ENTERPRISES,

a registered partnership firm under the provisions of the Indian Partnership Act, 1932 and having its registered office at 'K.G. Mansion', 1233/C, Apte Road, Deccan Gymkhana, Pune – 411004, through its authorised signatory

Mr. Dattatray Fakirba Gaikwad,

hereinafter referred to as the “**Developer**”, (which expression shall, unless repugnant to the context or meaning thereof, mean and include partner/s of the firm for the time being, surviving partner/s and heirs, executors and administrators of the last surviving partner)

Party of the First Part

AND

1. Mr. Mahesh Vidyadhar Dixit

Age: 56 years, Occupation: Business, Aadhar No. _____, PAN:

2. Mrs. Padmini Mahesh Dixit

Age: 56 years, Occupation: Homemaker, Aadhar No. _____, PAN:
_____, and

3. Mr. Vidyadhar Bhalchandra Dixit

Age: 83 years, Occupation: Retired, Aadhar No. _____, PAN:

all residing at A/3, Parambha Society, Opposite Kamla Nehru Park,
Erandwane, Pune – 411004, through their constituted attorney **Mr.**

hereinafter referred to as the “**Landowners**” (which expression shall,
unless repugnant to the context or meaning thereof, mean and include
their respective heirs, successors, executors, administrators and assigns)

Party of the Second Part

AND

Mr./Mrs./Ms. _____

Age: _____ years, Occupation: _____, Aadhar No. _____, PAN: _____

Residing at _____, _____ - _____

hereinafter referred to as the “**Purchaser/s**” (which expression shall, unless
repugnant to the context or meaning thereof, mean and include his/her/their
respective heirs, executors, administrators and assigns/its successors and
assigns)

Party of the Third Part

hereinafter referred to as “the **Purchaser/s**” (which expression shall, unless
repugnant to the context or meaning thereof, mean and include its successors
in title and assigns)

Party of the Third Part

WHEREAS:

- A. The Landowners are seized and possessed of and sufficiently entitled to an ascertained area of land admeasuring 00 Hectares 13.18 Ares and comprising of a) Private Plot no. 104 admeasuring 404 sq. mtrs., b) Private Plot no. 105 admeasuring 420 sq. mtrs., c) Private Plot no. 17 admeasuring 294 sq. mtrs. and d) Private Plot no. 18 admeasuring 200 sq. mtrs. out of the private layout prepared in respect of all that piece or parcel of land bearing Survey No. 146 of Village Baner, Taluka Haveli, District Pune (hereinafter referred to as said "**Land**") more particularly described in the First Schedule hereunder written;
- B. By and under a Development Agreement dated November 17, 2017 and registered at Sr. No. 11263 of 2017 in Book no.1 at the office of the Sub-Registrar Haveli No. 15, Pune (hereinafter referred to as the "**Development Agreement**") the Landowners have granted unto and in favour of the Developer, all the rights to develop the Land, for the consideration and on the terms and conditions as stated therein;
- C. Pursuant to the said Development Agreement, the Landowners executed a Power of Attorney dated November 17, 2017 and the same is registered at Sr. No. 11264 of 2017 in Book no. 4 at the office of Sub-Registrar Haveli No.15, Pune, empowering the Developer to undertake, perform and do all acts, deeds, matters and things mentioned therein as are necessary for carrying out the development of said Land by construction of one or more buildings thereon comprising of flats/units therein and except units/premises/flats to be identified and to be having an aggregate carpet area of 448.12 sq. mtrs. (the "**Landowners Premises**") to sell and/or dispose of the balance units/premises/flats ("**Sale Premises**") same in a manner set out therein;

D. The Developer is accordingly authorized to develop the Land and sell the Sale premises to be constructed thereon in terms of the Development Agreement;

E. A copy of the Title Certificate dated _____ issued by _____, certifying the title of the Landowners to the Land and the rights of the Developer to develop the Land, is hereto annexed and marked as **Annexure 'A'**;

F. The Developer has proposed to develop the Land as a project of residential building/s comprising of 8 Units to be known as **"Vaidehi Villas"** (the **"Units"**), by utilizing the Maximum Development Potential (as defined hereinbelow) available in respect of the Land or other properties in accordance with the plans that may be amended by the concerned authorities from time to time. The Developer has retained to itself absolute, exclusive and full right, authority and unfettered discretion to utilize, develop, sell, transfer, and / or assign the balance of the Maximum Development Potential, whether arising prior to the date of this Agreement or at any time hereafter (as has not been consumed in the proposed construction) at any time in the future, at its sole and absolute discretion;

G. As provided under the Proviso to Rule 4(4) of the RERA Rules, the Developer will be entitled to and have a right, if it so desires, to amalgamate the Land with any one or more of the adjoining properties and to utilise the F.S.I. thereof *inter alia* on any portion of the Land and also to sub-divide such amalgamated lands and to submit or amend the Unit/s and/or layout plans as may be permitted by the Pune Municipal Corporation (hereinafter referred to as **"PMC"**) and/or the other concerned authorities; without any reference to the Purchaser/s/ *Common body of Purchasers of Unit/s* (as defined hereinbelow), as the case may be.

- H. The Land has access from 9mtr internal Road, shown by light brown wash on the plan being Annexure 'A' hereto;
- I. The Unit/s shall comprise of eight Unit/s, each having a ground floor and upper three floors;
- J. The Developer has secured permissions for commencing construction on the Land and has *inter alia* has received from the PMC a Commencement Certificate bearing no. CC/1628/2018 dated August 28, 2018. Copies of the relevant floor plan /sanctioned building plan and Commencement Certificate are annexed hereto and marked as **Annexure – B**;
- K. The proposed project of constructing the Unit/s on the Land is registered as an independent real estate project under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (the "**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates on interest and disclosures on website) Rules, 2017 applicable rules for the State of Maharashtra (said "**Maha RERA Rules**") (the "**Project**"). A photocopy of the Certificate of Registration bearing No. _____ dated _____ issued by Authority under RERA is annexed and marked as **Annexure 'C'** hereto;
- L. The Developer has entered into standard Agreement/s with Architects registered with the Council of Architects and such Agreement/s are as per the Agreement prescribed by the Council of Architects;
- M. The Promoter has appointed Structural Engineers for the preparation of the structural design and drawings of the Unit/s and accordingly the Project is being developed under the professional supervision of the Architect and the

structural Engineer (or any suitable replacements/substitutes thereof) till completion of construction of Unit/s;

- N. The Purchaser/s has/have demanded from the Developer and the Developer has given to the Purchaser/s, inspection of all title deeds and documents relating to the Land, orders, the plans, design and specification prepared by the Architect of the Developer, In-Principal Approvals, sanctioned building plans, Commencement Certificate and all other documents specified under RERA or any other enactment as may be in force from time to time and the Rules and regulations made thereunder. The Purchaser/s has/have, prior to the date hereof, examined the originals/ certified copies of all the documents and papers referred to above and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants.
- O. The Purchaser/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;
- P. The Developer has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- Q. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the foregoing recitals and has/have agreed and hereby confirmed that the Developer and the Landowners shall have all the rights in respect of the development of said Land and the Purchaser/s will not object to the same.

- R. As requested by the Purchaser/s, the Developer and the Landowners have agreed to sell and the Purchaser/s has/have agreed to purchase, on the terms and conditions hereinafter appearing, on what is known as ownership basis, the Unit as described in the Second Schedule hereunder written (hereinafter referred to as the "**Unit**") at or for the lump sum Consideration of Rs. _____/- (hereinafter referred to as the "**Consideration**") in a manner stipulated in Schedule III, has also agreed to grant to the Purchaser/s the right to use Car Parking / Two wheeler Parking space as described in the Second Schedule hereunder written (hereinafter referred to as the "**Parking Spaces**") subject to the superintendence and rules and regulations formulated by the *Common body of Purchasers of Unit/s* (as defined hereinbelow) to be formed in relation thereto. The Unit is shown by red outline and hatched on the floor plans hereto annexed and marked as **Annexure 'D'**;
- S. In pursuance of the provisions of RERA, the Parties are executing this written agreement for sale of the Unit and agree to register this Agreement with the office of the Sub-registrar of Assurances under the provisions of the Registration Act, 1908.

**NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. DEFINITIONS AND INTERPRETATION

- 1.1.** The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and shall not form an operative part of this Agreement or schedules and shall be ignored in construing the same.

- 1.2.** The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the provisions of this Agreement and has/have agreed to the same.
- 1.3.** In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
- 1.3.1. 'Agreement'** shall mean this Agreement together with the Schedules, and annexures hereto and any other deed and/or document(s) executed in pursuance hereof;
- 1.3.2. 'Applicable Law'** shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from time to time;
- 1.3.3. 'Authority'** shall mean the Real Estate Regulatory Authority appointed under RERA read with MahaRERA Rules;
- 1.3.4. "CAM Charges"** shall mean the common area maintenance charges payable by the Purchaser/s for the maintenance of the common areas but shall not include Property Taxes as defined hereinafter;
- 1.3.5. 'Carpet Area'** shall mean the aggregate of (i) RERA carpet area of the Unit computed in accordance with Circular No. 4/2017 dated 14th June, 2017 issued by the Authority *i.e.* _____ square meters and (ii) carpet area of the enclosed and open balcony/decks as per sanctioned Building Plans *i.e.* _____ square meters ("Exclusive Balcony/Decks");
- 1.3.6. 'Common Areas & Facilities'** shall mean common areas specified in the **Fourth Schedule** hereunder written which are to be utilized by all occupants of the Proposed Project;
- 1.3.7. 'Common body of Purchasers of Unit/s'** shall mean the common organization/society/condominium/company to be formed of all the purchasers of the Unit/s

- 1.3.8. 'Common Infrastructure'** shall mean certain common amenities like gates, access roads including for construction, underground water tank/s, internal road/s, security cabin/s, gutters, common area garden/s, etc., provided by the Developer for the use and convenience of the purchasers of the Unit/s to be constructed upon the Land and/or any other buildings that may be constructed in future on the Land;
- 1.3.9. 'Consideration'** shall mean the aggregate of the Purchase Price, the taxes payable by the Purchaser/s in relation to this Agreement;
- 1.3.10. 'Corpus Amount'** shall mean an amount as set out in **Annexure "E"** annexed hereto and which Corpus Amount shall be handed over by the Developer without interest to the *Common body of Purchasers of Unit/s* simultaneously with execution of the Conveyance in respect of the Unit/s. The *Common body of Purchasers of Unit/s* shall then invest the Corpus Amount and the income received therefrom shall be utilized to subsidise the Outgoings of the Unit/s.
- 1.3.11. 'Defects'** shall mean structural defects or any other defect in workmanship, quality or provision of services as per this Agreement but specifically excludes water proofing defects or seepage or leakage defects in the Unit due to any work/activity carried out by the purchaser/s in the Unit.
- 1.3.12. 'Force Majeure'** shall have the meaning assigned to it under the RERA and the MahaRERA Rules made thereunder including any statutory interpretation thereof;
- 1.3.13. 'Liquidated Damages'** shall mean an amount equivalent to 20% of the Purchase Price.
- 1.3.14. 'Maintenance Security Deposit'** means an amount as set out in **Annexure "F"** annexed hereto and the Developer shall hold the Maintenance Security Deposit as deposit without interest and the Developer shall be entitled to utilize such deposits towards payment of the Outgoings if the Purchaser/s, in breach of his/her/its/their

covenant/s to make payment fails to pay the Outgoings on its due dates. In the event of the Purchaser/s making any default in payment thereof regularly, as agreed to herein by him/her/them/it, the Developer will have right to take legal action against the Purchaser/s for recovering the same;

1.3.15. "Maximum Development Potential" shall include (a) permissible zonal FSI/BUA available in respect of the Land, (b) Incentive FSI *i.e.* additional FSI/BUA that may be permitted on payment of premium; (c) fungible FSI/BUA as may be permitted (d) FSI/TDR/Incentive FSI arising out of Development Plan Road ("**D.P. Road**"), reservation, Heritage TDR, etc. ; (e) other permissible FSI/BUA like for staircase, lift, lift lobby and other areas permitted free of FSI that may be available either by way of payment of premium, or free or otherwise howsoever; (f) increase in FSI/BUA in (a), (b), (c), (d) and (e) above and otherwise howsoever on account of any change in policies, laws, Development Control Rules ("**DCR**"), different user or otherwise howsoever, and (g) additional FSI/BUA which is now available or which may become available in future, arising/emanating from the Land or of any other property/properties under the provisions of the applicable rules and regulations prevailing at the relevant time, or in any other manner whatsoever, of the Land or in respect of the amalgamated property (*i.e.* in the event of the Land being amalgamated with any one or more properties).

1.3.16. 'Occupation Certificate' shall mean a certificate to be issued by PMC certifying the construction of the Unit being completed and the Unit being fit for occupation;

1.3.17. 'Other Amounts and Deposits' or 'OAD' shall mean the amounts and deposits to be paid by the Purchaser/s to the Developer as listed out in **Annexure "G"** annexed hereto;

1.3.18. 'Outgoings' shall mean the sum of Property Taxes and CAM Charges;

1.3.19. 'Possession Date' shall mean _____ subject to the provisions of Clause 10 hereinbelow;

1.3.20. 'Project/Real Estate Project' shall mean the development of the Unit/s, including Common Areas and Facilities as provided herein and bearing RERA Registration No. _____;

1.3.21. 'Purchase Price' shall mean the net amount payable to the Developer towards purchase of the Unit *i.e.* Rs._____/-(Rupees _____ Only) excluding taxes and all other charges payable as per the instalments set out in Schedule III”;

1.3.22. 'RERA' means Real Estate (Regulation and Development) Act, 2016 read with the MahaRERA Rules, all clarifications, orders and notifications issued by the Authority from time to time and all amendments/modifications re-enactments thereto;

1.3.23. 'Unit' shall mean

Unit No. _____ as delineated on the floor plan annexed hereto as Annexure “D” and comprising of Ground, First, Second and Third Floor having areas as follows:

Floor	Area (Sq. mtrs.)			
	Carpet Area as per RERA	Carpet Area of enclosed balcony	Usable Carpet area	Total Built-up area
Ground				
First				
Second				
Third				
Total:				

1.4. INTERPRETATION

- 1.4.1.** Words importing the singular include the plural; words importing the masculine shall import the feminine; and vice versa, unless contrary to the terms, conditions and context of usage.
- 1.4.2.** Reference to days, months and years are to calendar days, calendar months and calendar years respectively.
- 1.4.3.** The words "include" and "including" are to be construed without limitation, unless contrary to the terms, conditions and context of usage.
- 1.4.4.** In addition to the terms defined in the preceding Clause 1.3, certain other terms are defined elsewhere in this Agreement and wherever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2. PURCHASE OF THE UNIT AND CONSIDERATION

- 2.1.** The Landowners and Developer hereby agree to sell to the Purchaser/s and the Purchaser/s hereby agree/s to acquire from the Developer and the Landowners for the price and on the terms and conditions contained herein, the Unit more particularly described in the **Second Schedule** hereunder written for the Purchase Price as set out in the letter of intent / letter of offer and acceptance dated _____ hereto subject to the terms and conditions mentioned herein.
- 2.2.** In consideration of the Unit agreed to be sold by the Developer and the Landowners to the Purchaser/s, the Purchaser/s has/have agreed to pay the Consideration as hereinafter specified, without any set-off or adjustment whatsoever.

2.3. The Purchase Price (forming part of the Consideration) shall be paid by the Purchaser/s to the Developer in instalments specified in **Third Schedule** after deducting therefrom TDS on each such instalment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The Purchaser/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Developer within fifteen days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Developer to give credit to the Purchaser/s for the same.

2.4. The said Purchase Price is inclusive of the proportionate price of Common Areas and Facilities specified in the **Fourth Schedule** hereto. The proportionate share of the Purchaser/s in the said Common Areas and Facilities has been today estimated based on present building plans. The said computation may change resulting in an increase or decrease in the percentage of undivided interest in the event of there being change in the layout/building plans of the project. It has been specifically agreed between the Parties that the apportionment of the proportionate price of Common Areas and Facilities is notional and the same is not subject to change even if the percentage of undivided share of the Unit in the common areas and facilities increases or decreases, the intent of the parties being that the Unit is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the said lump sum Purchase Price. The Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorize/s the Developer to so increase or decrease the said share of

the Unit and/or of the Purchaser/s in the Common Areas and Facilities and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.

2.5. In addition to the Purchase Price the Purchaser/s agree/s to pay to the Developer, GST or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the Unit and/or this Agreement, whether in existence as on the date of execution of these presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Unit, shall be borne and paid by the Purchaser/s alone and the Developer shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Developer in relation to the sale of the Unit to the Purchaser/s as and when demanded by the Developer. As on the date of execution of these Presents, the only tax payable in relation to the transaction by the Purchaser/s to the Developer is GST. GST is required to be paid together with each instalment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government.

2.6. The Purchaser/s also confirm/s, agree/s and declares that the Consideration agreed to be paid by him/her/it/them to the Developer, is in respect of the Unit and he/she/it has no right or claim and/or will not make any claim on any other Unit/s in the project.

- 2.7.** The Developer and the Landowners have passed on the rebate/input tax credit to the Purchaser/s on account of input tax/Taxes/ GST paid/*payable as per the present applicable GST Laws and Rules, qua the Unit agreed to be purchased by the Purchaser/s* in the said Project and the final reconciliation, if any, on account of rebate/input tax credit shall be done at the time of payment of the last instalment of the Purchase Price.
- 2.8.** The Purchase Price shall be payable by the Purchaser/s in the Bank Account No. _____ maintained with _____ Bank, _____ Branch with IFSC Code _____ ("the said **Account**").
- 2.9.** It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the Consideration and all other amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Developer shall, in respect of the Consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien on the Unit. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the Unit under this Agreement in favour of the Purchaser/s, that only if the full amount of the said Consideration as aforesaid, as well as all other amounts and deposits payable by the Purchaser/s hereof are paid by the Purchaser/s to the Developer and Purchaser/s has/have furnished to the Developer the requisite Form 16B for all amounts of TDS, shall the Purchaser/s have/ has or be entitled to claim any rights under this Agreement and/or in respect of the Unit.
- 2.10.** The Purchaser/s acknowledge/s that the calculation of carpet area in respect of the Unit may undergo minor variation at the time of

completion of construction of the Unit. The Developer agrees that the variation in the carpet area while handing over the Unit to the Purchaser/s shall not be more than $\pm 3\%$ (three percent) of the carpet area of the Unit agreed under this Agreement. The Purchaser/s hereby agree/s that any such change *revision in the carpet area of the said Residential Unit up to $\pm 3\%$ (three percent)* is acceptable and binding upon him/her/them and s/he / it / they shall not object to such variation at any time. The Parties agree that in case of variation above or below 3%, the Consideration shall be appropriately adjusted in the last instalment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Purchaser/s only upon receipt of such amounts from those authorities.

2.11. The Purchaser/s agrees not to object to any such change and agrees not to demand cancellation or termination of this Agreement for Sale or refund of any money paid hereunder save and except as mentioned hereinabove.

2.12. All the aforesaid amounts paid by the Purchaser/s will be proportionately adjusted by the Developer first towards the outstanding interest and thereafter towards the total Consideration payable by the Purchaser/s to Developer under this Agreement. The Purchaser/s authorize/s the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Developer to adjust his payments in any manner.

2.13. The Purchase Price defined hereinabove, has been arrived at and mutually agreed to after having taken into consideration the following-

- 2.13.1.** The facts as stated hereinbelow regarding Maximum Development Potential as stated hereinbelow regarding the Rights of the Developer that the same may cause inconvenience to the Purchaser/s; or
- 2.13.2.** The Purchaser/s shall not make any claim for damage or abatement in the agreed consideration on any account whatsoever, including the facts mentioned below; or
- 2.13.3.** The Purchaser/s not being allowed any parking facility in any other area of the Unit/s, save and except the Parking Spaces allotted to him/ her/ it/ them as recorded hereunder; or
- 2.13.4.** The Purchaser/s having to bear the inconvenience, noise, irritation and nuisance which would be caused when the Developer undertakes additional construction.

3. DELAY IN PAYMENTS BY THE PURCHASER/S AND CONSEQUENCES THEREOF

- 3.1.** It is an essential and integral term and condition of this Agreement, that only upon the payment of the Consideration and all other amounts, charges, dues, outgoings, *etc.* payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Developer (and not otherwise), will the Purchaser/s has/have or be entitled to claim any rights, against the Developer/Landowners under this Agreement and/or in respect of the Unit.
- 3.2.** The Purchaser/s shall pay to the Developer/Landowners the installments of Consideration and all other amounts payable in terms of these presents within 15 days of intimation ("**Due Date**") in writing by the Developer, that, the amount has become due on their respective due dates, time being the essence of the contract.
- 3.3.** The Purchaser/s shall be liable to pay interest to the Developer/Landowners on all and any such delayed payments computed from the date such amounts are due and payable till the date

such amounts are fully and finally paid together with the interest or are recovered by the Developer from the sale of the Unit.

3.4. Without prejudice to the right of the Developer to receive interest from the Purchaser/s, and any other rights and remedies available to the Developer, upon the Purchaser/s committing default of payment of Consideration or any other amounts due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), the Developer shall be entitled to at its discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided that the Developer shall have given 3 (three) notices of 30 (thirty) days each in writing to the Purchaser/s ("**Default Notice**"), by Courier, *E-mail*, Registered Post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

3.5. Upon such termination by the Developer/Landowners the consequences hereunder shall follow:

3.5.1. The Purchaser/s shall cease to have any right or interest in the Unit and the Parking Spaces or any part thereof;

3.5.2. The Developer/Landowners shall be entitled to sell transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the Unit and allot the Parking Spaces to such other person or party as they / it may deem fit, at such consideration and on such terms and conditions as they / it may deem fit;

3.5.3. Upon realization of the entire sale consideration from the new purchaser of the Unit the Landowners and Developer shall refund to the Purchaser/s within 30 days ONLY the amount of Purchase Price paid by the Purchaser/s to them excluding the amount of taxes and other

charges paid in pursuance of this Agreement, after deducting therefrom the following amounts: -

- 3.5.3.1.** 20% (twenty per cent) of the Purchase Price of the Unit (which is to stand forfeited by the Landowners and the Developers) as and by way of agreed genuine pre-estimate of liquidated damages not in the nature of penalty;
 - 3.5.3.2.** Taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the Unit up to the date of termination of this Agreement;
 - 3.5.3.3.** The costs incurred by the Developer/Landowners in finding a new buyer including brokerage charges;
 - 3.5.3.4.** The Interest payable by the Purchaser/s to the Landowners and Developer in terms of this Agreement from the dates of default in payment till the date of recovery of the said amount from the sale of the Unit; and
 - 3.5.3.5.** In the event of the said resale price being less than the Purchase Price mentioned herein, the difference between the Purchase Price and the resale price.
- 3.6.** Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Landowners and the Developer and/or the Unit and Parking Spaces and the Developer shall be entitled to deal with and/or dispose of the Unit and allot the Parking Spaces in the manner it deems fit and proper.
- 3.7.** In case of termination as aforesaid, the Developer/Landowners shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the Unit and the Parking Spaces.
- 3.8.** Without prejudice to the above and the Developer's other rights under this Agreement and/or in law, it may at its option, by a specific writing executed by them to this effect, condone any delay in payment and accept from the Purchaser/s the payment of the defaulted instalment/s

on the Purchaser/s paying to them Interest on the defaulted instalment/s for the period for which the payment has been delayed.

4. PLANS DESIGNS AND SPECIFICATIONS

4.1. The Developer shall construct the Unit in accordance with the sanctioned plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time. The Parties hereto agree that the Developer will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority, the Occupation Certificate subject to the Authorities imposing standard terms and conditions on the Developer for obtaining such Occupation Certificate. The Purchaser/s consent/s to all acts of the Developer in relation to the aforesaid.

4.2. While complying with the obligations aforesaid, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the area and location of the Unit, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s. The Purchaser/s hereby give/s his/her/its/their irrevocable consent to the Developer to make any minor addition or alteration in the Unit, sanctioned plans, layout plans and specification and nature of fixtures, fittings, amenities and common areas as may be necessary due to architectural or structural reasons. The Developer shall make such minor addition or alteration as may be required by the Purchaser/s. The Purchaser/s and the Common body of Purchasers of Unit/s will not

object to carrying out such additional/ alteration construction by the Developer on ground of nuisance or on any other ground.

- 4.3.** The Unit shall have the specifications and amenities set out in **Third Schedule** hereto. The Purchaser/s has/have satisfied himself/ herself/ itself/themselves about the design of the Unit and also about the said specifications and amenities to be provided therein.

5. Common Infrastructure

- 5.1.** In the development of the Land, the Developer has proposed to provide certain common amenities like gates, access roads including for construction, underground water tanks, internal roads, security cabins, gutters, gardens, etc., for the use and convenience of the purchasers of the Unit/s and/or any other buildings that may be constructed in future on the Land.
- 5.2.** The Developer shall not amend, modify, alter or change the Common Areas and Facilities as disclosed in this Agreement without prior intimation to the Purchaser/s and the Purchaser/s has granted their express consent to amend, modify and change the same.
- 5.3.** The Purchaser/s shall be entitled to use but shall not be entitled to claim any right in the Common Areas and Facilities appurtenant thereto, except in the manner and to the extent specified in this Agreement.
- 5.4.** The Purchaser/s has/have understood the entire Project and also the amenities and facilities proposed to be provided in relation thereto. The Purchaser/s does/do not believe that any unfair statement has been made to it and the Purchaser/s understand/s that the brochure, marketing material are for representation purpose only and confirms that the Purchaser/s has/have considered the disclosures made in this Agreement while making her/his/its/ their decision for the purchase of Unit.

6. TITLE

6.1. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Landowners to the Land described in the First Schedule hereunder written and the right of the Developer to develop the Land by constructing the Unit/s. The Purchaser/s has/have also perused title the Title Certificate of _____ dated _____ certifying the title of the Developer to the Land.

6.2. The Purchaser/s hereby declare/s and confirm/s that the Developer has prior to the execution hereof, specifically informed the Purchaser/s that:

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6.2.1. The Landowners and the Developer hereby confirm that no third-party rights have been created in respect of the Land / said Unit.

6.2.2. The Developer shall be liable to compensate to the Purchaser/s, in case of any loss caused to him/her, only to the extent that such defects in title are known to the Developer as on the date hereof.

7. PARKING SPACES

7.1. The Parking Spaces have been allotted by the Developer to the Purchaser/s on the express understanding that it is ancillary to the use to the Unit and not independent thereof.

7.2. The allotment of the Parking Spaces shall be subject to the ratification by the Common body of Purchasers of Unit/s that may be formed in respect of the Unit/s. The rules governing the use of such Parking Spaces shall be framed and administered by the Common body of Purchasers of Unit/s constructed on the Land. The Parking Spaces identification number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the Unit.

8. DEVELOPMENT POTENTIAL OF THE SAID PROPERTY

- 8.1.** In this agreement, the words Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) and Transferable Development Rights (TDR) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The word Maximum Development Potential has been defined in Clause 1.3.15 hereinabove.
- 8.2.** The Purchaser/s hereby agree/s, accept/s and confirm/s that the Developer proposes to develop the Land by utilization of the Maximum Development Potential available in respect of the Land including but shall not be limited to construction of the Unit/s and/or any other buildings/structures on the Land or part thereof now or at any time in future and for that purposes the Developer shall be entitled to make such additions, alterations, amendments, deletions and/or shifting in the layout of the Land at any time in future as may be deemed necessary by the Developer, without the consent of the Purchaser/s, which may include but shall not be limited to construction of a new building in place of the demolished structure/s, relocating either partly or fully the R.Gs area/s to any other part of the Land, etc. and further for the aforesaid purposes the Developer shall also be entitled to make such changes in the sanctioned Building plans PROVIDED HOWEVER that such change shall not affect, in any manner whatsoever, the area and location of the Unit agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give/s his/her/its/their express and unequivocal consent to the same. PROVIDED ALWAYS that the Developer shall be at liberty at any time in the future, at its sole discretion, to change, amend, modify and alter the layout, scope, scale and user of the Land or any part thereof and the Purchaser/s has/have granted his/her/its/their express consent to amend and change the layout in respect of the Land.
- 8.3.** As provided under the Proviso to Rule 4(4) of the RERA Rules, the Developers will be entitled to and have a right, if it so desires, to

amalgamate the Land with any one or more of the properties and to utilise the F.S.I. thereof inter alia on any portion of the Land and also to sub-divide such amalgamated property and to submit or amend the Unit/s and/or layout plans as may be permitted by PMC and the other concerned authorities, without any reference to the Purchaser/s / Common body of Purchasers of Unit/s as the case may be.

- 8.4.** The Developer is also entitled to load TDR on said Land in terms of the DCR as may be amended from time to time.
- 8.5.** The Purchaser/s agree/s and admit/s that all additional development potential that may become available in relation to the Land whether by virtue of the provisions aforesaid or otherwise, will remain the sole and exclusive property of the Developer and shall be utilized at any time in the future, at the discretion of the Developer, by the Developer or by its nominee/assignee either by way of construction of new building or extension of the Unit/s in the said Project *i.e.* it may be consumed in the remainder of the Land if the construction of the Unit/s has been completed on that date.
- 8.6.** The Purchaser/s is/are aware that the additional construction being undertaken, the same is bound to cause inconvenience/ nuisance/ irritation to the Purchaser/s. The Purchaser/s has/have entered into this Agreement with full knowledge with the aforesaid facts and the Purchaser/s hereby expressly consent/s to such extension including for amending the plans in respect of the Unit/s and not make any claim for damage or abatement in the agreed Consideration on any account whatsoever including on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Unit or any other part of the Unit/s being affected by such construction.
- 8.7.** The Purchaser/s is/are aware that the PMC has sanctioned building plans in respect of the Unit/s comprising of Ground + 03 (three) floors and consume FSI up to _____ square meters or thereabouts

("Development Potential of the Unit/s"). Provided further if the Development Potential of the Unit/s as defined hereinabove is not fully utilized for construction of the Unit/s for any reason whatsoever then in that event the rights of the Purchaser/s or the Common body of Purchasers of Unit/s in the Development Potential of the Unit/s shall stand restricted to the FSI consumed in construction of the Unit/s as per the final plans/approvals that are sanctioned by PMC and the Developer shall be entitled to utilize balance/surplus Development Potential of the Unit/s for construction of any other structures on the Land and the Purchaser/s has/have hereby given his/her/its/their irrevocable consent for the consumption of the Maximum Development Potential of the Unit/s and/or any other structures proposed to be constructed thereon and for the amendment and revision of the layout and the Unit/s plans of the Unit/s for this purpose. The Purchaser/s is/are aware and hereby expressly record/s, declare/s and confirm/s that right of the Purchaser/s of the Unit/s and/or the Common body of Purchasers of Unit/s shall be restricted to the FSI utilized in construction thereof as per the final approvals from PMC and in the event the Unit/s is/are destroyed, damaged or fall/s in future, the Purchaser/s herein along with all the other purchasers in respect of the Unit/s shall be entitled to reconstruct the same at the same location by utilizing the Unit/s FSI only and they shall have no claim against the balance Maximum Development Potential available in respect of the Land. The Purchaser/s hereby expressly confirm/s that the entire balance Maximum Development Potential shall vest with and belong to the Landowners and the Developer for construction of the Unit/s and/or any other structures on the Land. If the concerned authorities or the local authority refuse to grant such compensatory FSI, then the Developer shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance/Perpetual Lease in respect of the Land jointly in favour of

the Common body of Purchasers of Unit/s of all the towers constructed or to be constructed on the Land.

- 8.8.** The Transferable Development Right (TDR) and/or the Development Right Certificate (DRC) which may be at any time issued for the Land shall always belong to the Developer.
- 8.9.** The Purchaser/s in his/her/its/their personal capacity as also in his/her/its/their capacity as members of the Common body of Purchasers of Unit/s when formed and registered hereby give his/her/its/their unequivocal and express consent to the construction of the Unit/s by the Developer and Landowners and/or its/their nominee/s and assigns by the utilization of the balance Maximum Development Potential available in respect of the Land as hereinabove contained.
- 8.10.** The aforesaid rights of the Developer shall be deemed to be a covenant running with the land.

9. COMMON ACCESS/ DRIVEWAY

- 9.1.** The Land has access from internal 9 mtr road which may also be used for construction by the Developers workmen/contractors and labourers, and both of which are is shown in yellow wash on the plan annexed hereto and marked as Annexure A.
- 9.2.** The Purchasers of Unit/s, the Landowners and the Developer and its/their authorized personnel, guests, servants, employees shall have right of way over the Common Access and Common Driveway to enable them to access the Unit/s and/or such other structures as may be constructed on the Land.
- 9.3.** The Purchaser/s agree/s that he/she/it shall from time to time and at all times hereafter contribute monies for the maintenance of the Main Common Access and Common Driveway.

10. POSSESSION OF THE UNIT AND FORCE MAJEURE EVENTS

10.1. Subject to timely receipt of all payments hereunder from the Purchaser/s and the Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the possession of the Unit shall be given by the Developer to the Purchaser/s on or before the Possession Date.

10.2. In the event that the Purchaser/s has/have requested the Developer to carry on certain additional works in the Unit or any part thereof then and in that event the Developer may not be in a position to handover the Unit to the Purchaser/s on or before the Possession Date and in such an event the Developer shall handover the Unit to the Purchaser/s only after completion of such additional work and receipt of all approvals in relation thereto.

10.3. The Parties agree that the Possession Date shall stand revised in the circumstances specified in **Clause 10.4** hereinbelow.

10.4. Notwithstanding anything to contrary contained in this Agreement, the Developer shall without being liable to the Purchaser/s in any manner including payment of interest, be entitled to reasonable extension of time for giving possession of the Unit, if the completion of the Unit/s is delayed on account of:

10.4.1. non-availability of cement, steel, water supply or electric power and other building construction materials and/or strikes, civil commotion, war, national or international happenings, labour problems; or

10.4.2. Force Majeure conditions; or

10.4.3. any notice, order, rule or notification of the Government and/or of any other public or competent Authority or any change in any Government policy or of the Court whether affecting the Developer singly or the industry as a whole or on account of delay in issuance of the NOCs/ Licenses /Occupation Certificates/building Completion Certificates, etc., or delay in

installation of services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise beyond the control of the Developer; or

10.4.4. any orders, stays, injunction orders; decrees, interim or ad-interim reliefs from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, Ministry of Environment and Forest and other state or central authorities; or

10.4.5. circumstances beyond the control of the Developer/Landowners.

10.5. If the Developer is unable to or fails to deliver possession of the Unit to the Purchaser/s on the Possession Date or such date as may be mutually extended or due to discontinuance of its business as a developer or on account of suspension or revocation of the registration under the Act then and in that event the Purchaser/s shall be entitled to either of the following:

10.5.1. request the Developer in writing at the address provided by the Developer, to pay Interest on the amounts paid by the Purchaser/s for every month of delay till the handing over of the possession of the Unit to the Purchaser/s subject to the Purchaser/s executing the necessary extension letters/documents in respect thereof in the format that may be required by the Developer; OR

10.5.2. terminate this Agreement by giving written notice to the Developer at the address provided by the Developer in which case upon receipt of notice by the Developer, this Agreement shall stand terminated and cancelled.

10.6. The Purchaser/s hereby acknowledge/s and agrees that he shall choose one of the aforesaid remedies and not both and once the Purchaser/s

opt/s for any of the above options they shall not be entitled to change the option.

10.7. Upon termination of the Agreement as aforesaid, the Purchaser/s shall have no claim of any nature whatsoever on the Developer and/or the Unit and the Car-Parking Spaces and the Developer shall be entitled to deal with and/or dispose of the Unit and the Parking Spaces in the manner it deems fit and proper.

10.8. Upon termination under Clause 10.5.2 above, the Developer and the Landowners shall refund the Purchase Price received by them respectively from the Purchaser/s within a period of 30 days from the date of termination together with Interest payable thereon to be computed from the date the Developer received each instalment of the Purchase Price till the date that the Purchase Price together with Interest thereon is duly repaid.

10.9. The Purchaser/s agree/s that he/she/it shall accept the aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement or otherwise.

11. PROCEDURE FOR TAKING POSSESSION

11.1. The Purchaser/s shall make payment of the entire balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 days from the Developer intimating in writing to the Purchaser/s that the Unit is ready for possession ("**Intimation of Possession**").

11.2. If the Purchaser/s fail/s to take possession of the Unit within 2 (two) months from the date of receipt of Intimation of Possession, he/she/it/they shall be liable to pay the Outgoings in respect of the Unit as contemplated herein.

11.3. The Purchaser/s shall take the possession of the Unit by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer in relation to the use and

occupation of the Unit, the Parking Spaces, Common Areas and Facilities and Common Infrastructure.

11.4. Upon the Purchaser/s taking possession of the Unit, he/she/they/it shall have no claim against the Landowners in respect of any item of work in the Unit and Common Areas and Facilities along with all rights and benefits arising therefrom, except to the extent provided herein or as provided under RERA.

12. DEFECT LIABILITY

12.1. The Developer has undertaken due care in the development of the Unit and has in good faith paid for products and services generally of good quality.

12.2. It is agreed between the Developer and the Purchaser/s that the Developer has not given to the Purchaser/s any warranty or assurance in relation to the workmanship, quality or provision of services in relation to the Unit or any part thereof and the Purchaser/s agree/s not to hold the Developer responsible in relation to any agreed standard in relation to the same.

12.3. The Purchaser/s agree/s that it shall not during a period of 05 (five) years from the date of offering possession of the Unit carry out alterations of whatsoever nature in the Unit or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring, walls) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out then the Developer shall not be responsible for any alleged defects in relation to the Unit.

12.4. It is clarified that the liability of the Developer to remedy defects shall not extend to:

12.4.1. any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other

Purchasers in the Project (including the family members, servants, occupants, licensees of such Purchasers) *i.e.* against the guidelines, precautions, warranties, warnings on the products and services provided in the said Project;

12.4.2. any such defects if the same have been caused by reason of any additions and alternations in any of the other Unit/s, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen/ Unit done by the Purchaser/s and/or any other Purchasers in the Project (including the family members, servants, occupants, licensees of such Purchasers);

12.4.3. any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the Unit or the fixtures or fittings provided therein.

12.4.4. Subject to the aforesaid, if within a period of 05 (five) years from the date of offering possession of the Unit to the Purchaser/s, any structural defect in the Unit or in the material used therein (excluding normal wear and tear) is brought to the notice of the Developer by Purchaser/s, wherever possible the Developer agrees that it shall rectify such defect at its own cost and expense. In the event it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation of rectifying such defects as may be determined by the architect of the Developer.

13. RIGHTS OF THE DEVELOPER

13.1. The Landowners/Developer has/have informed the Purchaser/s and the Purchaser/s has given his/her/its express and unequivocal consent to the following as mentioned hereinbelow: -

13.1.1. The Landowners and the Developer, if they / it so deem/s fit, shall be entitled to transfer, assign or convey the Sale Premises, to any nominee or third party on such terms and conditions and

consideration as may be agreed between them and the Purchaser/s unanimously accepts and agrees to the same.

- 13.1.2.** The Landowners and the Developer (or the nominee/ third party) shall be entitled to construct the Unit/s and/or further additional buildings by consuming and utilization the entire balance Maximum Development Potential available in respect of the Land;
- 13.1.3.** The Landowners and the Developer (or the nominee/ third party) shall be entitled to transfer and create third party rights (in any manner as it/they may deem fit) in respect of the unsold Unit/s and receive consideration in respect thereof;
- 13.1.4.** The purchasers/ holders/ owners of the Sale Premises and their authorized guests shall be entitled to use the Common Areas and Amenities in the Unit/s along with the Unit purchasers of the Unit/s and the Purchaser/s consent/s to the same;
- 13.1.5.** The Landowners and Developer shall be entitled to mortgage the Unit/s and shall not be required to release the charge thereon even after it has completed the construction of the Unit/s and handed over the same to the Common body of Purchasers of Unit/s to be formed in respect thereof;
- 13.1.6.** The Purchaser/s hereby agree/s to give all facilities and co-operation as the Developer may require from time to time, both prior to and after taking possession of the Unit, so as to enable the Developer to complete the development of the Land by utilization of the entire Maximum Development Potential that may become available in respect of the Land from time to time in the manner determined by the Developer; and
- 13.1.7.** The Developer has reserved to itself, the right to make such additions, alterations, amendments and/or deletions in the latest sanctioned plans and to the approved layout of the Land, at any time, in the future as it may be deemed necessary and also to amend/alter/modify the numbers, size, layout and specifications of any of the

Unit/s in the Unit/s which may include but shall not be limited to demolishing any existing structure/s situate anywhere on the Land, constructing a new building in place of the demolished structure/s and to make such changes in the latest sanctioned Building plans and/or to construct additional buildings/ wings, as mentioned herein below to the maximum extent permissible under law PROVIDED HOWEVER THAT such change shall not affect, in any manner whatsoever, the area and the location of the Unit agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give/s his/her/its/their express and unequivocal consent to the same.

13.2. The Developer shall, at all times, be entitled to install its logos and/or name boards, corporate signage and/or put-up advertisements boards/hoarding etc., of its company and/or its group companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as "the **Displays**") in one or more places on the Unit/s. The Purchaser/s in his/her/its/their individual capacity and as members of the proposed Common body of Purchasers of Unit/s expressly grant his/her/its/their consent to the same and hereby agree that he/she/it/they shall not object to the same. The Developer will not be liable to make any payment/compensation/fee or any sums by whatever name called to the Purchaser/s and/or the Common body of Purchasers of Unit/s for the same.

13.3. The Purchaser/s and the occupants of the various Unit/s and the Purchaser/s and/or the Common body of Purchasers of Unit/s shall not change or remove the displays and *shall give to the Developer and its assignees of the said rights, all necessary co-operation for enabling* it to install, maintain repair, change and operate the display, as the case may be, and exploit the said rights including by use of the common areas and facilities of the Unit/s for ingress and egress to and from the area in which such displays are installed and shall ensure that no damage is done to the display and that no obstruction or hindrance is

caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consent/s to the same.

13.4. The Landowners and the Developer shall be entitled to exploit the said right at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and *or change the displays, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the PMC, or the State Government, or the Central Government and/or other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the display and terrace and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the PMC, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.*

13.5. The Developer and the Landowners shall be entitled, at any time, to transfer and/or assign development rights and/or grant sub-development rights, mortgage and/or create third party rights or otherwise deal with or dispose of its/their right, title or interest in respect of the remaining portion of the Land, the Maximum Development Potential that may be available in respect of the Land from time to time or any part/s thereof (either as per the present layout or any amended layout), as the case may be, to any third party, for such consideration and on such terms and conditions as it/they may in its absolute discretion deem fit. The Purchaser/s shall not interfere with the said rights of the Developer. All such additional construction shall be

the property of the Landowners and Developer till transferred by them. The Purchaser/s shall not interfere with the rights of Landowners and Developer by raising any disputes in respect of the same. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of its scheme for development of the Land;

13.6. Subject as aforesaid, the Sale Premises, including the Common Main Access/ common access/internal roads, gutters, recreational areas, gardens, if any, shall remain the exclusive property of the Landowners and Developer, who shall be entitled to modify, shift, develop and deal with the same in such manner as it/they may deem fit.

13.7. It is hereby agreed by and between the parties hereto that even after formation of the Common body of Purchasers of Unit/s:

13.7.1. All the unsold Unit/s in the said Project shall belong to and vest absolutely in the Landowners/Developer;

13.7.2. The Landowners/Developer shall at its/their option join as Promoter/Member in respect of such unsold Unit/s;

13.7.3. The Landowners/Developer shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the Common body of Purchasers of Unit/s that may be formed of purchasers of the Unit/s;

13.7.4. Provided further that upon such Unit/s being sold, the Common body of Purchasers of Unit/s shall unconditionally admit the Unit purchaser/s as members of the same without charging any premium, transfer charges, contributions, donations or any other extra

payment or charges by whatever name called to the Common body of Purchasers of Unit/s or any fund maintained by the *Common body of Purchasers of Unit/s*;

- 13.7.5.** In the event the Landowners/Developer lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold Unit/s, it shall not be liable to pay to the Common body of Purchasers of Unit/s any amounts/ charges by whatever name called including non-occupancy charges as the Unit/s are the unsold inventory of the Landowners/Developer;
- 13.7.6.** The Landowners/Developer and/or its lessees/licensees/tenants and/or its nominees shall be entitled to use the Common Areas and facilities along with the other purchasers of the Unit/s in the Project;
- 13.7.7.** It is further agreed that the Landowners/Developer shall be liable to bear and pay only the municipal taxes at actuals in respect of such unsold Unit/s;
- 13.7.8.** The aforesaid Clauses are of the essence and shall run with the land and the Common body of Purchasers of Unit/s expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Unit purchasers and (b) the inclusion of such clause in the Indenture of Conveyance/lease signed by the Owner/Developer in favour of the Common body of Purchasers of Unit/s.
- 13.7.9.** The Developer/Landowners shall be entitled to enter into separate agreements with the Purchasers of different Unit/s for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the Unit from the original Purchaser/s also.
- 13.7.10.** The Landowners and the Developer have reserved to themselves (and its/their nominees and assigns) the unfettered and

uninterrupted right of way and means of access, over and along all the Main Common Access/internal/access roads/pathways/and the ramps in the Project Property, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use, enjoyment and development of the Land and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding each and every building on the Land;

- 13.8.** The Purchaser/s agree/s that the Developer shall be entitled to receive back the refund of all such deposits paid by it to PMC and other authorities at the time of obtaining approval, sanctions and permissions for the Project. In the event of such deposits being refunded to the Common body of Purchasers of Unit/s, Common body of Purchasers of Unit/s shall be bound to pay over the same to the Developer.

14. FORMATION OF THE ENTITY AND OTHER ENTITIES

- 14.1.** The Developer and the Landowners shall, within the time limit specified under RERA make necessary application to form a co-operative housing society of the Unit/s to comprise solely of the Purchaser/s and other purchasers of Unit/s, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules subject to the necessary co-operation of the other purchasers ("**Society of holders of Unit/s**").
- 14.2.** The Purchaser/s undertake/s to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society of holders of Unit/s and for becoming a member, including the byelaws of the proposed Society

of holders of Unit/s and duly fill in, sign and return to the Developer within 7 days of the same being forwarded by the Developer to the Purchaser/s, so as to enable Developer to register the Society of holders of Unit/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

- 14.3.** The name of the Society of holders of Unit/s shall be solely decided by the Developer. The Developer shall be entitled to and may change the name of the said Project once or more than once on or before obtaining Occupation Certificate/ building completion certificate for the said Project. However, the name of the said Project shall not be changed by the Co-operative Society or association of purchasers of Unit/s forming part of the Real Estate Project without written consent of the Developer and the Owner.
- 14.4.** The Society of holders of Unit/s shall admit all purchasers of Unit/s in the project as members, in accordance with its byelaws.¹
- 14.5.** The Developer shall be entitled, but not obliged to, join as a member of the Society of holders of Unit/s in respect of unsold Unit/s in the Project, if any.
- 14.6.** The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society of holders of Unit/s, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developer for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society of Unit/s and their respective members/intended
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members including the Purchaser/s, as the case may be, and the Developer shall not be liable toward the same.

- 14.7.** The Developer/Landowners shall at its sole discretion decide whether to submit the Unit/s to the provisions of the Maharashtra Apartment Ownership Act, 1970, for forming/ registering a Condominium or a Co-operative Society under the Maharashtra Co-operative Societies Act, 1960 or incorporate a Limited Company under the provisions of the Companies Act, 2013. Such application for formation of the Society or Condominium or Company of purchasers of the Unit/s shall be done in accordance with the provisions of RERA read with the clarifications, circulars and notifications issued by the competent authority from time to time.

15. CONVEYANCE TO THE ENTITY AND OTHER ENTITIES

- 15.1.** Within 3 years of the completion of the Unit/s or within such period as may be prescribed under the RERA read with the clarifications, circulars and notifications issued by the competent authority from time to time whichever is later, the Developer and the Landowners shall execute and/or cause to be executed, a Deed of Conveyance in respect of the Unit/s, subject to the right of the Landowners and the Developer to (i) dispose of the remaining unsold Unit/s and (ii) consume and utilize the entire balance Maximum Development Potential in respect of the Land, in favour of the Society of holders of the Unit/s.
- 15.2.** Within 3 years of completion of the Unit/s or within such period as may be prescribed under the RERA read with the clarifications, circulars and notifications issued by the competent authority from time to time whichever is later, the Developer and the Landowners shall execute and/or cause to be executed, a Deed of Perpetual Lease or a Deed of Conveyance in respect of the Land subject to the right of the

Landowners and the Developer to (i) dispose of the remaining unsold apartments in the Unit/s constructed on the Land and (ii) consume and utilize the entire balance Maximum Development Potential in respect of the Land and (iii) any other rights reserved by the Landowners and the Developer herein.

15.3. The documents of transfer to be executed in respect of the Unit as herein stated, shall contain inter alia adequate provisions to ensure that the rights expressly reserved to the Landowners and the Developer in respect of the remaining Maximum Development Potential available in respect of the Land or any portion/s thereof as stated herein including the rights reserved by the Developers as set out in Clause 8 hereinabove, are safeguarded and assured unto the Landowners and Developer absolutely and forever; and that the (undivided) portion of the Land, Main Common Access and/or the internal/access roads and/or other undivided areas, as are/may be allotted/ reserved by the Landowners and the Developer for the benefit of the purchaser/s of Unit/s or the holders of the rights and interest in respect of any building on the Land are assured unto and are forever available to such persons, subject however to the right of the Landowners/*Developer, the Unit holders /* Common body of Purchasers of Unit/s to have access (if necessary) to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services;

15.4. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral part of this Agreement and the title to be created in pursuance hereof, that the rights of persons who purchase Unit/s to be constructed on the Land shall be subject to the rights of the Landowners and Developer under this Agreement and the Document/s of Transfer as may be executed to

be executed in pursuance hereof and that adequate provisions shall be made in the Document/s of Transfer to be executed in pursuance of this Agreement, providing inter alia for the terms, conditions and covenants herein set out; the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Landowners' and Developer's Advocates;

- 15.5.** At the appropriate time (as may be decided by the Developer), the Developer and Landowners shall handover jointly to Common body of Purchasers of Unit/s, the relevant documents available with them which shall be maintained and preserved by them.
- 15.6.** The Common body of Purchasers of Unit/s shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the PMC.
- 15.7.** All documents necessary for the formation and registration of the Common body of Purchasers of Unit/s as stated herein above, shall be prepared by Advocates & Solicitors of the Developer. At the time of the execution of a Deed of Transfer as above stated, the Purchaser/s shall pay to the Developer the Purchaser's/Purchasers' share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Lease or any other document or instruments of transfer to be executed in favour of the Common body of Purchasers of Unit/s or filing of the declaration for formation of the condominium in the same proportion to the built up area of the respective Unit which bears to the total built up area of all the Unit/s in the Project.
- 15.8.** The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developer and of the purchasers of the other Unit/s.

15.9. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever, into or over any portion of the Land or the Unit/s or any part thereof, including the Unit, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the Unit shall take place in favour of the Purchaser/s on the formation of the Common body of Purchasers of Unit/s. *The Purchaser/s* shall not be entitled to transfer or assign the benefit of this Agreement to any third party, until the entire consideration and all other dues payable by the Purchaser/s to the Developer under this Agreement are fully paid and possession of the Unit has been duly handed over by the Developer to the Purchaser/s.

16. OTHER AMOUNTS AND DEPOSITS

16.1. In addition to the Consideration payable in respect of the Unit the Purchaser/s shall be liable to pay to the Developer the statutory charges and Other Amounts and Deposits, together with Goods and Services Tax ("**GST**") as set out in **Annexure "I"** annexed hereto.

16.2. The Developer shall hold the Maintenance Security Deposit as deposit without interest and the Developer shall be entitled to utilize such deposits towards payment of the Outgoings if the Purchaser/s, in breach of his/her/its/their covenant/s to make payment fails to pay the Outgoings on its due dates. In the event of the Purchaser/s making any default in payment thereof regularly, as agreed to herein by him/her/them/it, the Landowners/Developer will have right to take legal action against the Purchaser/s for recovering the same.

16.3. The Developer shall hold the "Corpus Amount" which Corpus Amount shall be handed over without interest to the Common body of Purchasers of Unit/s simultaneously with execution of the Conveyance in respect of the Unit/s. The Common body of Purchasers of Unit/s shall then invest the Corpus Amount and the income received there from shall be utilized to subsidise the Outgoings of the Unit/s.

- 16.4.** The Purchaser/s shall be liable to bear and pay GST and all other applicable taxes, levies, cess, surcharge, *etc.* that may be introduced by the Central Government, State Government and local, municipal and judicial and quasi-judicial bodies and authorities from time to time.
- 16.5.** The Purchaser/s along with the other purchasers of the Unit/s shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance of the Unit/s.
- 16.6.** The Property Taxes and the CAM Charges shall be payable in proportion to the floor area of the Unit vis-a-vis the total area of all the Unit/s in the Unit/s.
- 16.7.** Until the Common body of Purchasers of Unit/s is formed, the Purchaser/s shall pay to the Developer his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Developer.
- 16.8.** The Purchaser/s agree/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution per month as may be decided by the Developer from time to time towards the outgoings. The present estimated monthly contribution payable in respect of the Unit is Rs. ____/- (Rupees _____ Only) per month. The Purchaser/s further undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly in advance, on the 5th day of each and every month, and shall not withhold the same for any reason whatsoever or claim any set-off or lien in relation thereto.
- 16.9.** Notwithstanding the aforesaid, in the event of any such default or delay, the Purchaser shall be liable to pay interest at the rate of 18% per annum, from the date of the amount becoming due till its actual payment to the Developer and/or the Developer shall have the option for adjusting such arrears against amount from the Maintenance Security Deposit lying with the Developer as mentioned in Clause 16.2 hereinabove and the Purchaser/s shall reimburse to the Developer along with Interest.

- 16.10.** On execution of the Conveyance Deed of the Unit/s, the aforesaid deposits less any deductions as provided for in this Agreement (including but not limited to deduction of amounts remaining unpaid to the Developer), shall be paid over by the Developer to the Common body of Purchasers of Unit/s.
- 16.11.** The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection or any other utility or service for the Unit/s or for any other purpose in respect of the Unit/s or any other tax of a similar nature is paid to the PMC or to the State/ Central Government or becoming payable by the Landowners/ Developer, the same shall be reimbursed by the Purchaser/s to the Landowners/ Developer proportionately. The Purchaser/s agree/s to pay to the Landowners/ Developer such proportionate share of the Purchaser/s within seven days of demand in that regard being made by them. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of any form of levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Purchase Price does not deem to include the same.

17. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

- 17.1.** The Developer hereby represents and warrants to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- 17.1.1.** The Landowners and the Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 17.1.2.** The Landowners and the Developer have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 17.1.3.** There are no encumbrances upon the Real Estate Project except those disclosed to the Purchaser/s as on the date of this Agreement;
- 17.1.4.** There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Purchaser/s as on the date of this Agreement;
- 17.1.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 17.1.6.** The Landowners and the Developer have not entered into any agreement for sale and/or any other development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Unit, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- 17.1.7.** The Landowners and the Developer confirm that the Landowners and the Developer are not restricted in any manner whatsoever from selling the Unit to the Purchaser/s in the manner contemplated in this Agreement;

- 17.1.8.** At the time of execution of the Conveyance Deed of the Unit/s to the Common body of Purchasers of Unit/s, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit/s) to the Common body of Purchasers of Unit/s subject to the rights of the Owner, Developer and the unit purchasers of the Landowners and the Developer in the Unit/s and/or any other structures that may be constructed by the Developer on the Land to use the common areas of the Unit/s;
- 17.1.9.** The Landowners and the Developer have 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 Real Estate Project to the competent Authorities till the Unit/s is conveyed in favour of the Common body of Purchasers of Unit/s and thereupon shall be proportionately borne by the Common body of Purchasers of Unit/s;
- 17.1.10.** 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 Land) has been received or served upon the Developer and Landowners in respect of the Land except those disclosed to the Purchaser/s.

18. COVENANTS AND WARRANTIES OF THE PURCHASER/S

- 18.1.** The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosoever hand/s the Unit may come, doth hereby covenant/s with the Landowners and Developer as follows:
- 18.1.1.** The Unit/s shall always be known as **"Vaidehi Villas"**;
- 18.1.2.** TO MAINTAIN the Unit at Purchasers' costs in good tenantable repair and condition from the date the possession of the Unit is taken/ the Unit is notified by the Developer as being ready for use and

occupation and shall not do or suffer to be done anything in or to the Unit which may be against the rules, regulations or byelaws of the concerned local or any other authority or change/alter or make addition in or to the Unit;

18.1.3. THAT THE ALLOTMENT of the said Parking Spaces shall be subject to the superintendence and ratification of the Common body of Purchasers of Unit/s to be formed of the association of Holders of Unit/s in the Unit/s.

18.1.4. NOT TO STORE in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Unit/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the Unit/s, including entrance of the Unit and in case of any damage is caused to the Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

18.1.5. TO MAINTAIN from the date the Unit is notified by the Developer as being ready for use and occupation, at his/her/its/their own cost/s, the Unit and to carry out all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it/they was/were delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Unit or the Unit which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Developer local authority and/or other public authority.

18.1.6. NOT TO DEMOLISH or cause to be demolished the Unit or any part thereof, not at any time make or cause to be made any addition or alteration in the Unit *elevation and outside colour scheme of the Unit/s and to keep the partitions, sewers, drains and pipes in the Unit and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Unit/s and the Purchaser/s* shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. or other structural members in the Unit without the prior written permission of the Developer. In case on account of any alterations being carried out by the Purchaser/s in the Unit if any damage to the adjoining Unit (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/penalty ordered to be paid under the Applicable Laws by the Developer and indemnify and keep the Landowners and the Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Landowners and/or the Developer on account of any complaint or claims being made by the such adjoining Unit/s order.

18.1.7. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance obtained by the Developer or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Landowners and Developer to insure the Unit/s agreed to be sold to the Purchaser/s;

18.1.8. TO ABIDE BY all the Byelaws, Rules and Regulations of the Government, PMC, and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Byelaws or Rules or Regulations.

- 18.1.9.** NOT TO THROW dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Unit/s and/or the Land. To segregate or separate the dry garbage/trash and wet garbage/trash as per the rules and regulations of the municipal authorities;
- 18.1.10.** NOT TO enclose the elevation features or chajjas, if any and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the PMC as an elevation feature free of FSI and cannot be converted as a habitable area of the Unit. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;
- 18.1.11.** TO MAINTAIN the external elevation of the Unit/s in the same form as constructed by the Developer and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the decks in the Unit;
- 18.1.12.** PAY TO the Developer within 7 days of demand by the Developer his/her/itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the Unit/s.
- 18.1.13.** TO BEAR and pay from the date of the Developer offering possession of the Unit, his/her/its/their proportionate share that may be determined by the Developer from time to time, of Outgoings. Such payment shall be made by the Purchaser/s on or before the 5th day of each and every calendar month in advance whether demand therefor is made or not.
- 18.1.14.** NOT TO USE the Unit for any purpose other than a private residence and shall use the said Parking Spaces for parking his/her/its/ their own vehicles only. The Purchaser/s shall not use the Unit for conducting social club, recruitment agency or any other purposes.

The Purchaser/s shall park her/his/its/their vehicle only at the designated place and not elsewhere.

18.1.15. NOT TO LET, transfer, assign, or part with the Purchaser's/Purchasers' interest or benefit factor of this Agreement or the Unit or part with the possession of the Unit or any part thereof until all the dues payable by the Purchaser/s to the Landowners/ Developer under this Agreement are fully paid up and possession of the Unit has been duly handed over by the Developer to the Purchaser/s and only if the Purchaser/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Developer for the purpose. Such transfer shall be only in favour of the transferee as may be approved by the Developer. In the event of any contravention of what is stated hereinabove in this sub-clause the Developer/ Landowners shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the Unit as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

18.1.16. TO OBSERVE AND PERFORM all the rules and regulations which the Common body of Purchasers of Unit/s may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Landowners and the Developer hereunder including in respect of the Unit/s and maintenance of the Unit/s and the Unit therein and for the observance and performance of the Unit/s rules, regulations and byelaws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Common body of Purchasers of Unit/s regarding the occupation

and use of the Unit in the Unit/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

18.1.17. TO REMOVE any obstruction or nuisance that may be caused by the Purchaser/s in the Unit/ said Land forthwith on being called upon to do so by the Developer and/or Common body of Purchasers of Unit/s and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer and/or Common body of Purchasers of Unit/s at the costs and consequences of the concerned Purchaser/s.

18.1.18. TO GIVE ALL FACILITIES, assistance and co-operation as may be required by the Landowners and the Developer and/or Common body of Purchasers of Unit/s from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/ facilities/ amenity/ service line/infrastructure of and/or relating to any of the Unit/s on the Land including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Developer and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit/s or any part thereof to view and examine the state and condition thereof.

18.1.19. TO OBSERVE AND PERFORM all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Landowners/ Developer the amounts payable under

the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Developer calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Developer such compensation as may be reasonably determined by the Developer in the event of non-compliance by the Purchaser/s with the said notice the Developer shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.

18.1.20. NOT TO DO or omit, suffer or permit to be done any act, deed, matter or thing in relation to the Unit/s or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Developer and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire the Land or pertaining (in common) to the Unit/s and to any other portion/s of the Land or which may in any manner cause any damage or injury to the rights/interest of the Landowners, the Developer and/or the persons who have purchased/hold the Unit/s.

18.1.21. NOT TO PUT UP or install box grills outside the windows of the Unit or in any other manner do any other act which would in the opinion of the Developer and/or Common body of Purchasers of Unit/s, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the Unit/s.

18.1.22. TO MAINTAIN the external elevation of the Unit/s in the same form as constructed by the Developer.

18.1.23. The Purchaser/s is/are aware that in the event that he/she/it obtains a loan from any bank or financial institution for payment of

the consideration/Purchase Price (or part thereof) in respect of the Unit, the Purchaser/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Purchaser/s and will be treated as a breach of the terms of the understanding herein contained. In any event, Developer and/or the financial institution/bank, being the lender to the Developer shall always have the first lien on the Unit in respect of any amount payable by the Purchaser/s to the Developer.

18.1.24. *The Purchaser/s hereby represent/s and warrant/s to the Developer that the Purchaser/s declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non-Resident Indian/s as the case may be. The Purchaser/s understand/s and clearly and unequivocally confirm/s that in case remittances relating to the payments required to be made hereunder are made by non-residents foreign nationals of Indian origin, it shall be the Purchaser's/Purchasers' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Developer with such permissions, approvals, information etc., which would enable the Developer to fulfil the Developer's obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser's/Purchasers' shall be the Purchaser(s)' sole responsibility. The Developer accepts no responsibility with regard to the same and the Purchaser's/Purchasers' shall keep the Developer fully indemnified against any claims or losses caused to the Developer for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser's/Purchasers' residential*

status, subsequent to the signing of these presents, it shall be the Purchaser's/Purchasers' sole responsibility to intimate the Developer of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser's/Purchasers' that the Purchaser's/Purchasers' shall not hold the Developer responsible towards any third-party making payments remittance on the Purchaser's/Purchasers' behalf and such third party shall not have any right in the Unit whatsoever.

18.1.25. The Purchaser/s shall allow the Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Unit or any part thereof for the purpose of repairing any part of the Unit/s and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the Unit/s and also for the purpose of cutting off the supply of water and other services to any other Unit/s, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.

18.1.26. The Purchaser/s agree/s that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Developer may require for safeguarding the interests of the Landowners, the Developer and the other Purchaser/s of the Unit/s. The Purchaser(s) shall ensure that in the event the Purchaser/s give/s possession of the Unit to any third party by way of lease or License or otherwise with prior written approval from the Developer or common organization, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Developer may require for safeguarding the interests of the Purchaser/s of the Unit/s.

19. INSURANCE BY THE DEVELOPER

The Developer is required under the Act to have the Real Estate Project insured by an insurance company. The Purchaser/s is/are aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Developer shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfil all the requirements under applicable law.

20. NOT A GRANT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or the Real Estate Project and/or the Land as may be constructed thereon, or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Landowners and the Developer as hereinbefore mentioned.

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, booking form, letter of acceptance, allotment letter, correspondences,

arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S /SUBSEQUENT PURCHASERS

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 Purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit, for all intents and purposes.

23. SEVERABILITY

- 23.1.** Both Parties have executed this Agreement after consulting their respective legal advisors and on their interpretation of the provisions of RERA and the Rules made thereunder. The Purchaser/s specifically agree/s that the Developer has not made any representations to the Purchaser/s as regards his/her/its rights and obligations under this Agreement.
- 23.2.** The provisions of this Agreement are not intended to override matters which require determination by the Authority or any other authority under any law including RERA. Any provision of this Agreement touching upon matters required to be determined by any such authority will only act as a representation to such authority of the intention of the Parties in relation to such matter which may be considered by the authority while making such determination.
- 23.3.** If in spite of the aforesaid care and caution exercised by the Parties, any provision of this agreement is held as being invalid illegal or unenforceable then and in that event the invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall

not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

24. 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.

25. PLACE OF EXECUTION:

The Purchaser/s will lodge this Agreement for Registration with Sub-Registrar of Assurance at Pune and the Landowners and the Developer's authorized representatives will attend the Sub-Registrar and admit execution thereof after the Purchaser/s inform/s it of the number under which it is lodged for Registration by the Purchaser/s.

26. REGISTRATION

The Purchaser/s and/or Developer shall lodge/present this Agreement for registration with the Sub-Registrar of Assurances at Pune within the time limit prescribed by the Registration Act, 1908 and the Developer will attend such office and admit execution thereof.

27. JOINT PURCHASERS

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

28. WAIVER

Any delay or indulgence by the Landowners/ Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Landowners/ Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Landowners/ Developer.

29. NOTICES

All letters, circulars, receipts and/or notices issued by the Landowners/ Developer dispatched under Certificate of Posting to the address known to them of the Purchaser/s and Email ID will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Landowners/ Developer.

For this purpose, the Purchaser/s has/have given the following address:

Mr./Ms./Messers. _____,

_____ - _____,

Email address: _____

For this purpose, the Landowners/Developer has given the following address:

Kind Attn.: Mr. Dattatray Gaikwad,

M/s. Vaidehi Enterprises,

'K.G. Mansion', 1233/C, Apte Road,

Deccan Gymkhana, Pune – 411004

Email address: venterprises111@gmail.com

30. STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchaser/s alone.

31. SOLE REPOSITORY

This Agreement is the sole repository of the terms and conditions governing the sale of the Unit to the Purchaser/s and overrides any other terms and conditions hereto before agreed upon between the Landowners and the Developer's and the Purchaser/s which may in any manner be inconsistent with what is stated herein.

32. DISPUTE RESOLUTION

If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the parties agree to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

33. GOVERNING LAW

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Pune City, and the

Courts of Competent Jurisdiction in Pune will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

FIRST SCHEDULE

(Description of the Land)

All that piece and parcel of land admeasuring total admeasuring 1318 sq. mtrs equivalent to 00 Hectares 13.18 Ares lying, situate in Survey No. 146, village Baner, Taluka Haveli, District Pune, comprising of the following:

1. All that pieces or parcels of land or ground admeasuring 404 sq. mtrs, equivalent to 00 Hectares 04.04 Ares carved out of Plot no. 104 in the total layout lying, situate at Survey No. 146 in village Baner, Taluka Haveli, District Pune, together with all appurtenances thereto and existing developmental facility including electric, water and drainage connections, etc. and bounded on or towards East by Plot No. 105, on or towards South by Colony Road, on or towards West by Plot No. 103 and on or towards North by Plot Nos. 16 and 17, and along with rights appurtenant thereto;
2. All that pieces or parcels of land or ground admeasuring 420 sq. mtrs equivalent to 00 Hectares 04.20 Ares carved out of Plot no. 105, in the total layout lying, situate at Survey No. 146 in village Baner, Taluka Haveli, District Pune, together with all appurtenances thereto and existing developmental facility including electric, water and drainage connections, etc. and bounded on or towards East by Survey no. 143, on or towards South by Survey No. 146 (part), on or towards West by Plot No. 104 and Colony Road and on or towards North by Plot No. 18, and along with rights appurtenant thereto;
3. All that pieces or parcels of land or ground admeasuring 294 sq. mtrs equivalent to 00 Hectares 02.94 Ares carved out of Plot no. 17, in the total layout lying, situate at Survey No. 146 in village Baner, Taluka Haveli, District Pune, together with all appurtenances thereto and existing developmental facility including electric, water and drainage connections, etc. and bounded on or towards East by Survey No. 143, on or towards

South by Survey no. 146 (part), on or towards West by Plot No. 17 and on or towards North by Colony Road, and along with rights appurtenant thereto and

4. All that pieces or parcels of land or ground admeasuring 200 sq. mtrs equivalent to 00 Hectares 02.00 Ares carved out of Plot no. 18, in the total layout lying, situate at Survey No. 146 in village Baner, Taluka Haveli, District Pune, together with all appurtenances thereto and existing developmental facility including electric, water and drainage connections, etc. and bounded on or towards East by Survey No. 143, on or towards South by Survey No. 145 (part), on or towards West by Plot No. 17 and on or towards North by Colony Road and along with rights appurtenant thereto.

SECOND SCHEDULE

(Description of the Unit)

Unit No. _____ admeasuring _____ square meters (RERA carpet area) together with _____ square meters of Enclosed Balcony/Deck making in the aggregate _____ square meters of carpet area equivalent to _____ square meters of built-up area on _____ floor of the Unit which is situated on constructed upon an ascertained area of land admeasuring 00 Hectares 13.18 Ares and comprising of a) Private Plot no. 104 admeasuring 404 sq. mtrs., b) Private Plot no. 105 admeasuring 420 sq. mtrs., c) Private Plot no. 17 admeasuring 294 sq. mtrs. and d) Private Plot no. 18 admeasuring 200 sq. mtrs. out of the private layout prepared in respect of all that piece or parcel of land bearing Survey No. 146 of Village Baner, Taluka Haveli, District Pune and along with terrace and ____ car-parking/s or _____two-wheeler parking/s on _____ floor in the Unit and bounded on or towards East by _____, on or towards South by _____, on or towards West by _____ and on or towards North by _____, and along with rights appurtenant thereto.

FOURTH SCHEDULE

Payment Schedule for consideration payable to Developer/Owners is to be paid as per following payment schedule.

Sr. No.	Amount (Rs.)	% Due	Particulars of received and due amounts
1		9 %	As earnest Money on execution of this Agreement
2		01%	TDS (Paid by Purchaser)
3		15%	First Slab
4		15%	Second Slab
5		15%	Third Slab
6		15%	Brickwork
7		12%	Internal Plaster
8		13%	Plumbing/Flooring
9		5%	At time of Possession
TOTAL		100%	Agreement Value

1. **Rs.** Paid to the Developer/Owners vide cheque no _____ dated _____ drawn on _____ as earnest Money on execution of this Agreement.
2. **Rs. /- (Rupees ----- Only)** Paid to the Developer/Owners vide Demand Draft no. ----- dated --/--/20-- drawn on ---- Bank, ----- Branch as 24 months advance maintenance.
3. **Rs. /- (Rupees ----- Only)** Paid to the Developer/Owners vide Demand Draft no. ----- dated --/--/20-- drawn on ---- Bank, ----- Branch as Courpus Fund.

THIRD SCHEDULE

(Common area and facilities)

FACILITIES/AMENITIES

Power back-up

Gated Community

Recreation Garden

Dedicated driveway

2 Covered car parks

Security cabins at entry/exit

Private terrace & Backyard garden

SPECIFICATIONS FOR UNITS

Imported marble flooring in Living/Dining

Premium sanitary ware and bath fittings

Wooden flooring in bedroom

Modular kitchen

Private Elevator

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED) For M/s. Vaidehi Enterprises

By the within named Developer) Mr. Dattatray Gaikwad

Designated Partner

SIGNED AND DELIVERED) Mahesh Vidyadhar Dixit

By the within named Landowners) Padmini Mahesh Dixit
and Vidyadhar Bhalchandra Dixit

Through their constituted attorney,

Mr. Dattatray Gaikwad

SIGNED AND DELIVERED by the)

within named Purchaser/s)

In the Presence of

1.

2.

Annexure A

(Copy of the Title Certificate)

Annexure B

(Commencement Certificate)

Annexure C

(Copy of the RERA Certificate)

Annexure D

(Outline of the Unit)

Annexure E

(Corpus Fund)

Annexure F

(Maintenance Security Deposit)

Annexure G

(Other Amounts & Deposit or "OAD")