

AGREEMENT FOR SALE

This Agreement for Sale executed on this ___ (Date) day of _____ (Month) 2017.

BY AND BETWEEN

M/s Gini Citicorp Realty LLP, PAN No. **AAJFG4973H** a Firm duly incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 413, Tantiya Jogani Industrial Estate, J. R. Boricha Marg, Lower Parel East, Mumbai 400011. through one of its partner, **Mr. Gautam Vinod Harlalka**, Aged about 50 Years, Occupation Business, R/at 1601, 16 TH Floor, A Wing, Shiromani Tower, Rajkamal Studio, Dr. S.S. Rao Road, Parel East, Mumbai 400 012,

hereafter called or referred to as the **DEVELOPER** (Which expression shall mean and include his/ her/ their successors, executors or administrator) **OF THE FIRST PART.**

AND

1) MR/ MRS. : _____ .
Age : _____
Occupation : _____
Pan No. : _____
Aadhar No. : _____
Address : _____ .
_____ .

2) MR/ MRS. : _____ .
Age : _____
Occupation : _____
Pan No. : _____
Aadhar No. : _____
Address : _____ .
_____ .

hereinafter referred to as **"THE ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee/s, his/her/their/their heirs, executors, administrators and assigns)

OF THE SECOND PART.

AND

1. Mr. Dashrath Kondiba Balwadkar, aged about 66 years, Occupation- Agriculturist, 2. Mr. Prakash Dashrath Balwadkar, aged about 43 years, Occupation- Business and Agriculturist, 3. Mr. Vilas Dashrath Balwadkar, aged about 41 years, Occupation - Agriculturist, 4. Mr. Kalidas Dashrath Balwadkar, aged about 39 years, Occupation- Agriculturist, 5. Mrs. Indubai Dashrath Balwadkar, Aged About 56 years, Occupation- Housewife, 6. Mrs. Sheela Prakash Balwadkar, Aged About 39 years, Occupation- Housewife, 7. Mr. Ritesh Prakash Balwadkar Aged 20 years, Occupation- Student, 8. Master. Pranav Prakash Balwadkar, Aged About 15 years, Occupation- Student, Minor through Natural Guardian father Mr. Prakash Dashrath Balwadkar, the owner No. 2, 9. Mrs. Pavitra Vilas Balwadkar, Aged About 39 years, Occupation Housewife, 10. Miss Trupti Vilas Balwadkar, Aged About 17 years, Occupation Student, 11. Master. Vikas Vilas Balwadkar, Aged About 15 years, Occupation Student, serial No. 10 and 11 Minor through Natural Guardian Natural Guardian father Mr. Vilas Dashrath Balwadkar, the owner No. 3, 12. Mrs. Varsha Kalidas Balwadkar, Aged About 36 years, Occupation Housewife, 13. Miss Prajakta Kalidas Balwadkar Aged About 13 years, Occupation Student, 14. Miss Siddhi Kalidas Balwadkar, Aged About 11 years, Occupation Student, 15. Master. Sairaj Kaildas Balwadkar, Aged About 09 years, Occupation Student, serial No. 13 to 15 Minor through Natural Guardian Natural Guardian father Mr. Kalidas Dashrath Balwadkar, the owner No. 4, 16. Mrs. Kalpana Bharat Kurhade, Aged About 36 years, Occupation Housewife, 17. Mrs. Suvarna Dattatray Rakshe, Aged About 36 years, Occupation Housewife, All Residing At: Survey No. 12/1, Balewadi, Tal. Haveli, Dist. Pune, through their POA Mr. Gautam

Vinod Harlalka, Aged about 50 Years, Occupation Business, R/at 1601, 16 TH Floor, A Building, Shiromani Tower, Rajkamal Studio, Dr. S.S. Rao Road, Parel East, Mumbai 400 012.

hereinafter referred to as **“The Consenting party / Owners”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors-in-title and permitted assigns) of the **THIRD PART**.

Whereas the Owners are absolutely seized and possessed the piece and parcel of the land bearing S. No. 38, Hissa No.1 admeasuring about 02H-01R and Potkharaba admeasuring about 00H-01R totally admeasuring about 02H - 02R situated at Village Balewadi, Tal. Haveli, Dist. Pune and more particularly described in the Schedule-I hereunder written and hereinafter for the sake of brevity referred to as “the said property”.

And whereas the Said property was in the name of Mr. Kondiba Rama Balwadkar, and his name was mutated on 7/12 extract since 1954, above his name the name of Government was mentioned vide mutation entry No. 716. There was a KUL namely Mr. Gangaram Vitu Balwadkar, which was mutated vide Mutation Entry No. 583 dated 05/08/1954. The said KUL had not been in possession for 2 years, hence his name as KUL was removed from the 7/12 extract vide M.E. No. 653 dated 20/06/1957.

And whereas the said property was of Class II, Inam Class 6B of the Maharashtra Land Revenue Code, 1960 and the tenure is to be cleared by paying the necessary charges as Nazrana to Government of Kondi Rama Balwadkar whose name was mutated vide M. E. No. 716. The said property was of Patil Inam Class 6B, and was termed as Khalsa, vide order of Mamlatdar Saheb Haveli vide order No. WTN/WS/2052/62 dated 13/12/1962 and order No. WTN/ WS/ 655/63 dated 31/07/1963. The possession holder has to pay 12% of the price as value to the Government and hence the name was recorded on the 7/12 extract below the

name of the Government. M. E. No. 793 states that the said owner has paid the 12% charges to government and got the property re-granted on New tenure vide order of Mamlatdar, Pune, order bearing No. P.S.R.B./2/69.

And whereas by virtue of the Will dated 21st January 2005, registered in the office of sub-registrar Haveli No. 15 at serial No. 563/2005. The Owners herein i.e. 1. Mr. Dashrath Kondiba Balwadkar, 2. Mr. Prakash Dashrath Balwadkar, 3. Mr. Vilas Dashrath Balwadkar, 4. Mr. Kalidas Dashrath Balwadkar, the present consenting party have acquired all legal rights, title and interest pertaining to the said Property and came to be exclusively seized and possessed of the same. The names of the present owners are recorded on the 7/12 extract vide Mutation Entry No. 5976.

And whereas one of the legal heir namely Mrs. Subhadra Govind Rakshe had executed a Release Deed in favour of the aforesaid owners i.e. the present consenting party namely 1. Mr. Dashrath Kondiba Balwadkar, 2. Mr. Prakash Dashrath Balwadkar, 3. Mr. Vilas Dashrath Balwadkar, 4. Mr. Kalidas Dashrath Balwadkar and the same is registered in the office of Sub-registrar Haveli, at serial No. 1408 on 22nd February 2005 and released her rights in favour of the aforesaid owners.

And whereas the owners 1. Mr. Dashrath Kondiba Balwadkar, 2. Mr. Prakash Dashrath Balwadkar, 3. Mr. Vilas Dashrath Balwadkar, 4. Mr. Kalidas Dashrath Balwadkar, along with the consent of their legal heirs namely 1. Mrs. Indubai Dashrath Balwadkar, 2. Mrs. Sheela Prakash Balwadkar, 3. Mr. Ritesh Prakash Balwadkar, 4. Master. Pranav Prakash Balwadkar, 5. Mrs. Pavitra Vilas Balwadkar, 6. Miss Trupti Vilas Balwadkar, 7. Master. Vikas Vilas Balwadkar, 8. Mrs. Varsha Kalidas Balwadkar, 9. Miss Prajakta Kalidas Balwadkar, 10. Miss Siddhi Kalidas Balwadkar, 11. Master. Sairaj Kaildas Balwadkar, 12. Mrs. Kalpana Bharat Kurhade, 13. Mrs. Suvarna Dattatray Rakshe have assigned the development rights of the said property in favor of M/s. Gini Citicorp Realty LLP. vide registered sale deed dated 23rd day of December 2010 reregistered in the office of Sub-registrar Haveli No. VIII

at serial No. 12812/2010 at Pune. Further the owners have also executed Power of attorney in favor of M/s. Gini Citicorp Realty LLP and the same is reregistered in the office of Sub-registrar Haveli No. VIII at serial No. 12813/2010 on 23rd day of December 2010 at Pune. The said agreement is joint venture type agreement where the developer agreed to give constructed are to the owners and or constructed are will be shared by and between the parties to the deed.

And whereas the condition of New Tenure (new indivisible condition) present on 7/12 extract is cleared by paying the Nazrana to the government and present land was declared as free hold vide order No. Watan/Juni Shart/SR/16/2010 dated 31 December 2010.

And whereas after the registration of development agreement it is noticed that the name of Mrs. Subhadra Govind Rakshe was mentioned in the Development Agreement; the same was inserted without any reason, as the said Mrs. Subhadra Govind Rakshe had already executed release deed and she had already released her rights. And there was a mistake in the name of one of the Power of Attorney which also required to be corrected, hence the same required to be corrected for which the parties have executed a Correction Deed and the same is registered in the office of Sub registrar Haveli No. X, at Pune, at serial No. 9678 on 17th day of August 2011.

And whereas there were some changes in the terms and condition agreement by and between the parties as regarding to the share in the constructed area, for which a separate supplementary deed was executed and registered by the owners and the developers, and the same, is registered in the office of Sub registrar Haveli No. X, at Pune, at serial No. 9679 on 17th day of August 2011.

And whereas The property is situated in Residential Zone declared by the concerned department of Pune Municipal Corporation, vide there **Zone Certificate No. DPO/ZONE/2010/1799 dated 9th June 2010.**

And whereas the said property has clean clear and marketable title and the said property is free from all encumbrances of what so ever nature. Further the said property not mortgaged with any bank and or financial institute for any loan and or project finance, the said property is free from all charges and lien. The possession of the property is undisputed and there is no encroachment of what so ever nature.

And whereas the Developers are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

And whereas the Developer has floated the ownership scheme on the said Land under the name and style of **Gini Viviana** comprising of various buildings consisting of residential u nit. Though the Developer herein has right to develop the entire project land, the Developer has decided to carry out construction/ development in phases and accordingly has identified/ earmarked portion out the project land as phase – I and is only subject matter of this agreement and the said project shall be known as '**Gini Viviana – Building F**' hereinafter referred as "Said Project" and admeasuring 20,200.00 sq. mtrs, or thereabouts more particularly described in Schedule -II.

And whereas the Developer has completed all legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Developer herein alone has sole and exclusive right to sell the Flat in the said project to be constructed by the Developer on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Flats and to receive the sale price in respect thereof.

And whereas the present Developer herein has appointed M/s. Parvez Jamadar and Associates having its office at Bharat Arcade, Office No. 1, Next to Talwalkars

Gym, near Pulgate Chowki, Gen. Thimmaya Road, Camp, Pune – 411 001 as its Architect and M/s. G. A. Bhilare Consultant Private Limited having its office at 572, Shaniwar Peth, Uttekar Height, Pune – 411 030 as its Structural Engineer for the preparation of the drawing and structural design of the building/s which is/are under construction on the said land. The present Developer herein also reserved the right to change aforesaid Architect and Structural Engineer before the completion of the buildings of the project.

And whereas the present Developer has got the plans sanctioned from the concerned authority i.e. Pune Municipal Corporation consisting of the plans specifications, elevations, section and details of the said building. The said Pune Municipal Corporation has issued Commencement Certificates bearing No. **CC/3368/11** dated **23/12/2011** & **CC/2090/15** dated **07/10/2015** in their favour.

And whereas the Developer has completed Buildings A, B, C, D & E (Part) and have obtained Completion Certificates from the concerned authorities bearing no. **OCC/0360/14** dated **20/06/2014**, **OCC/1298/14** dated **20/01/2015** & **OCC/0181/16** dated **03/05/2016** respectively and have proposed to construct on the project Building F having Basement + Parking + 10 upper floors.

And whereas the present Developer accordingly, commenced the construction work of the Scheme to be known as “**GINI VIVIANA**” on the said Land in accordance with the plans duly sanctioned by the Pune Municipal Corporation as hitherto before mentioned.

And whereas while sanctioning the said plans the Pune Municipal Corporation has laid down certain terms, and conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said property and upon due observance performance of which only the completion and

occupation certificate in respect to the said building shall be granted by the said authority.

And whereas, the present Developer thereafter applied to the concerned authorities for obtaining the permission of Non-agricultural use regarding the properties here-in-below mentioned in the schedule of this presents. That upon considering the application of the said Developer-owner/s the Collector Pune have duly granted the order for using the said properties for Non-agricultural purposes vide its order bearing No. **PMH/NA/SR/1274/2011** on dated **10/04/2012**.

And whereas the Allottee/s desiring to purchase the unit in the said scheme inspected the documents relating to the said land, rights of the owner-developer, the commencement certificates along with the plans, title certificate/report, and other documents as are specified under the provisions of the Maha RERA 2016.

And whereas, the copy of the Certificate of the Title, issued by the Advocate of the Developer, copy of the floor plan on which tenement under transaction is situated, 7/12 extracts of showing the nature of the title of the owners of the said Land, copy of the commencement certificate, amenities and specifications as agreed to be provided and copy of the Non Agriculture permission, Common Areas & Facilities and have been annexed hereto.

And whereas, after the Allottee/s enquiry, the Developer herein has requested to the Allottee/s to carry out independent search by appointing his/her/their/their own Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the present Developer of the said Land. The Allottee/s has/have satisfied himself/herself/themselves in respect of the marketable title of the present Developer's Plot/s, and the rights/authorities of the Developer to develop the same, decided and agreed to purchase from the present Developer and the Developer herein agreed to sell to the Allottee/s a

Unit/Flat in the said Scheme more particularly described in SCHEDULE 'II' given herein (hereinafter referred to as the said "UNIT/FLAT"), for and at the price hereinafter mentioned;

And whereas, the Developer herein has agreed to provide amenities And Specifications in the said Unit/Flat which are more particularly described in the Schedule 'IV' hereto;

And whereas, the Allottee/s herein is/are aware of the fact that the Developer herein have entered or will enter into similar or separate agreements with several other person/s and party/ies as to sell, lease, mortgage, etc. in respect of other flat/s, residential tenement/s and further to allot exclusive right to use terraces, car parking under the stilt, land adjacent to the building, within the said land for garden, etc.

And whereas the Allottee/s has offered to purchase a Flat bearing number _____ on the floor, in Building __ of Gini Viviana (herein after referred to as the said 'Building') being constructed in the **2nd** phase of the said project, by the developer.

And whereas the Allottee/s herein has demanded from the Developer and the Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects **M/s. Parvez Jamadar & Associates** and of such other documents as are specified under **The Real Estate (Regulation and Development) Act 2016** (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. After the Allottee/s enquiry, the Developer herein has requested to the Allottee/s carry out independent search by appointing his/her/their own attorney /advocate. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Developer herein. That the allottee has given his specific confirmation herein

that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/wing and said land hereunder.

And whereas the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2'.

And whereas the clear block plan showing the project (phase/building) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee/s is in this said project (phase/building) which is clearly demarcated and marked and which for the purpose of this agreement, the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure 'C-3'.

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'C-4'.

And whereas the Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building.

And whereas the Developers have obtained permission of the concerned authority for the construction of 'Gini Viviana' Building – F in which the flat of the said allottee/s is to be constructed. The permission bearing No. **CC/2090/15** dated **07/10/2015** is issued by the Pune Municipal Corporation.

And whereas the allottee/s gives confirmation of accepting all the conditions of sanctioned plans by the competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/rule/regulations under which sanctioned plans have been given shall not be binding on the allottee/s and that the allottee/s shall not hold the developer responsible for the such contrary conditions.

And whereas the allottee/s has independently made himself aware about the specifications provided by the developer and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Schedule 'IV'.

And whereas the allottee has been shown the conditions of contracts with the vendors/contractors/manufacturers and workmanship and quality standards of products/fittings & fixtures as agreed between developer and the vendors and on independently verifying the same the allottee/s has now agreed to the same as conditions mentioned in these contracts and that the allottee/s agrees to abide by the same, failure of which shall absolve the developer to that extent.

And whereas, the Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Pune under registration no..... and copy of the same has been annexed and marked as Annexure 'F'

And whereas the Allottee/s has applied for flat in the said project bearing flat no. _____ having carpet area of _____ square meters i.e. _____ sq. ft., type _____, and exclusive terrace area admeasuring _____ sq. mtrs. i.e. _____ sq. ft. on _____ floor in Building no. _____ being constructed in the _____ phase of the said project (hereinafter referred to as the said Flat) along with garage/closed parking no. _____ admeasuring _____ sq. mtrs. i.e. _____ sq. ft. in the _____ Building, if applicable and pro-rata share in the common areas ("Common Area")

as defined under clause (n) of Section 2 of the Act and further..... Sq. mtrs. i.e. sq. ft. of limited common areas and facilities both of which are more particularly described in Schedule 'III' and the floor plan of the flat is annexed hereto and marked as Annexure 'C-4'.

And whereas relying upon the aforesaid application, the Developer has agreed to allot and sell to the Allottee/s, the said flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

And whereas the Carpet Area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or Verandah area and exclusive open Terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the flat.

And whereas, prior to the execution of these presents the Allottee/s has paid to the Developer a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Flat as prescribed in the payment plan as may be demanded by the Developer within the time, the manner specified therein.

And whereas the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

And whereas subject to otherwise agreed, reserved and provided herein, the Developer has agreed to sell and the Allottee/s hereby agrees to purchase the Flat and the garage/closed parking (if any) as specified to part herein above.

And whereas the Developer in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

And whereas notwithstanding anything stated in any other document/allotment/letter given or communicated with the allottee/s any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee/s.

And whereas this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

And whereas this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allottee/s in respect of his unit in the said project.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

CONSTRUCTION OF THE PROJECT/FLAT: -

The Developer shall construct the said building consisting of Basement + Parking + 10 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, provided that the Developer shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Developer in compliance of any direction or order, etc. issued by the competent authority or statutory authority under any law of the State or Central Government, for the time being in force. The Developer may also make such minor additions and alterations as may be required by the Allottee/s.

1.a **CONSIDERATION/PRICE OF THE SAID FLAT: -**

The Allottee/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee/s Flat No. of the type of carpet area admeasuring sq. meters on floor in the building_____ (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexure 'C-4' for the consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in Schedule 'III' annexed herewith.

1(b) The total aggregate consideration amount for the flat including garages/covered parking spaces is thus Rs._____-/-

1(c) The Allottee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the

essence of the Agreement. The Allottee/s has paid on or before execution of this agreement a sum of Rs _____ as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs

(Rupees) in the following manner :-

SR. No	AMOUNT	%	PARTICULARS
1	Rs. /-	10	Before agreement paid by the Allottee/s to the Developer.
2	Rs. /-	20	Payable by the Allottee/s to the Developer on commencement of the Plinth of the said Building F.
3	Rs. /-	15	Payable by the Allottee/s to the Developer on or before casting of the First Slab of the building in which the said flat is located.
4	Rs. /-	6	Payable by the Allottee/s to the Developer on or before casting of the Third Slab of the building in which the said flat is located.
5	Rs. /-	6	Payable by the Allottee/s to the Developer on or before casting of the Sixth Slab of the building in which the said flat is located.
6	Rs. /-	6	Payable by the Allottee/s to the Developer on or before casting of the Eighth Slab of the building in which the said flat is located.
7	Rs. /-	7	Payable by the Allottee/s to the Developer on or before casting of the Tenth Slab of the building in which the said flat is located.

8	Rs. /-	5	Payable by the Allottee/s to the Developer on or before completion of the Brick work & Internal Plaster of the said Unit/Flat.
9	Rs. /-	10	Payable by the Allottee/s to the Developer on or before completion of the External Plaster of the said Unit/Flat.
10	Rs. /-	5	Payable by the Allottee/s to the Developer on or before completion of Lift, Elevation & Waterproofing of the Building.
11	Rs. /-	5	Payable by the Allottee/s to the Developer on Completion of the Building in every manner.
12	Rs. 5 /-	5	Payable by the Allottee/s to the Developer on receipt of Completion Certificate and handing over possession of the said flat by the Developer to the Purchaser.
	Rs. /-	100	TOTAL CONSIDERATION

The price overall has been arrived and agreed upon keeping in mind the promise of the allottee/s to make the payments as mentioned above irrespective of the existing progress and proposed stage of construction.

- 1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T., Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the said Flat.
- 1 (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be

levied or imposed by the competent authority/local bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Developer may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee/s in fittings, fixtures and specifications and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein or as shown on the website of the registering authority.

The Developer herein on due date or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Developer within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the G.S.T., Service Tax, VAT and such other taxes, cesses, charges etc. without any delay along with each instalment.

- 1 (f) Payment of any installments if made in advance shall be adjusted to the next instalments as mentioned above. No interest shall be paid by the Developer for such advance payments made by the Allottee/s or by housing finance companies/bank etc. on behalf of Allottee/s.

1 (g) **ADJUSTMENT/APPROPRIATION OF PAYMENTS: -**

The Allottee/s authorizes the Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developer to adjust his payments in manner.

1(h) **INTEREST ON UNPAID DUE AMOUNT:-**

Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the instalments on the due date, the Allottee/s shall be bound and liable to pay interest as per State Bank Of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Developer till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall it be construed as condonation of delay by the Developer. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/ flat, and the allottee/s has/ have agreed to pay the same as and when demanded before the possession of the said flat.

2. **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:**

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2.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority, State & Central Government including Environment department at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the concerned planning/ local authority/ development controlling authority occupation and/or completion certificates in respect of the said Flat. Notwithstanding anything to the

contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said flat until the completion certificate is received from the local authority and the allottee/s has paid all dues payable under this agreement in respect of the said flat to the Developer and has paid the necessary maintenance amount/ deposit, G.S.T., Service Tax, VAT and other taxes payable under this agreement of the said flat to the Developer.

Howsoever for the purpose of defect liability on the developer, the date shall be calculated from the date of handing over possession to the allottee/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as sated in the said agreement. That, further is has been agreed by the allottee/s that any damage or change done within the unit sold or in the building/phase/wing done by him/them or by any third person on and behalf of the allottee/s, then the allottee/s expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on the towards the developer.

- 2.2 Time is of essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be, similarly the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1 (c) herein above.

3. **DISCLOSURE AS TO FLOOR SPACE INDEX: -**

The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 16521.48 square meters only and Developer has planned to utilize Floor Space Index of 16466.52 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of 1.00 as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4. **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-**

The Developer has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Developer in the title report of the advocate. The Developer has also disclosed to the Allottee/s nature of its right, title and interest to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/ herself/ themselves with all facts and right of the Developer and after satisfaction of the same has entered into this Agreement.

4.1. **SPECIFICATIONS AND AMENITIES: -**

The specifications and amenities of the flat to be provided by the Developer in the said project and the said flat are those that are set out in Schedule 'IV' hereto. Common amenities for the project on the said land are stated

in the Schedule 'III' annexed hereto. In the said project, multi-storied high-rise buildings/wings are under construction and considering the need to maintain the stability of the buildings/wings and internal structures herein, specifically informed by the Consultants not to allow any internal changes. As per the Developers policy there shall be no customization permitted inside the said flat. Changes such as Civil, Electrical, plumbing, etc. shall not be allowed during construction and till delivery of possession of the said Flat.

4.2 **COMPLIANCE OF LAWS RELATING TO REMITTANCES :-**

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India, etc. and provide the Developer with such permission, approvals which would enable the Developer to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 other laws as applicable, as amended from time to time.

4.3 The Developer accepts no responsibility in this regard. The Allottee/s shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the

Allottee/s to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee/s only.

5. The Developer shall give possession of the Flat to the Allottee/s on or before **31st day of MARCH 2018**. If the Developer fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest at the same rate as mentioned in the clause 1h herein above, from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

- 5.1 **Schedule for possession of the said Flat:** - The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Developer and taxes thereon to be paid by the Allottee/s in respect of the said flat, in terms of these presents, the Developer, based on the approved plans and specifications, assures to hand over possession of the said Flat on or before **31/03/2018**.

Provided that the Developer shall be entitled to reasonable extension of time as agreed by and between the allottee/s and the Developer for giving delivery of Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority. Further, if the completion of building in which the Flat is be situated is delayed on account of-

(1) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

(2) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the Developer as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc. or due to such circumstances as may be decided by the Authority.

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

6. **Schedule for possession of the Common amenities:** - The Developer herein is developing the said land which consists of various phases having common amenities like club house, landscape garden, etc., the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Developer assures to hand over

possession of the said common amenities on or before **31 DAY OF MARCH 2018**. The Allottee/s herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said flat on the ground of non-completion of aforesaid common amenities.

- 6.1. The date of completion and handover of the club house is on **31/03/2018**.
- 6.2. The date of completion and handover of the Parking Place is on **31/03/2018**.

That the allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Completion Certificate from the competent authority possession of the said flat/unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his flat/unit and he can cohabit in the said flat/unit. However, if the developer is not allowed by the allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done by the developer.

7. **Procedure for taking possession** - The Developer, upon obtaining the completion/occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said flat is ready for use and occupation. The Allottee/s herein shall inspect the said flat in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/ total price and dues to the Developer as per terms and conditions of this agreement and take the possession of the said flat within 15 days from the date of written intimation issued by the Developer to the Allottee/s herein. The Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s agree(s) to pay the maintenance

charges as determined by the Developer or association of allottees, as the case may be.

It shall be expressly agreed that wherever it is the responsibility of the allottee/s to apply and get necessary services the same shall not be undertaken by the Developer and the allottee/s shall be solely responsible for the same.

- 7.2 **Failure of Allottee/s to take Possession of Flat:** Upon receiving a written intimation from the Developer , the Allottee/s shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7, such Allottee/s shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said flat and the Developer shall not be liable for the maintenance, wear and tear of the said flat.
- 7.3 **Possession by the Allottee/s-** After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Allottee/s, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.
- 7.4 **Compensation** -that the allottee/s has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/wing and the said land thereunder.

Except for occurrence of the events stated herein above, if the Developer fails to complete or is unable to give possession of the Flat; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand of the allottee/s in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Developer shall pay the Allottee/s interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee/s. for every month of delay, till the handing over of the possession of the Flat.

8. TIME IS ESSENCE:

Time is essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as per Payment Plan in clause '1c' in this agreement or by Payment Plan set out.

9. TERMINATION OF AGREEMENT:

- 9.1 Without prejudice to the rights of the Developer to charge interest in terms of sub no. '5' & '1h' above on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment reminders, the Developer shall, at his own option terminate this Agreement; provided that the Developer shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and/or e-mail at the e-mail address provided by the Allottee/s of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period the Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses of an amount of Rs. 1,00,000/- and/or any other expenses incurred by the Developer for such unit as requested by the allottee/s or any other amount which may be payable to Developer,) within a period of 30 days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Developer and the Developer herein shall be entitled to deal with the said flat with any prospective buyer. Delay in issuance of any reminder/s or notices from the Developer shall not be considered as waiver of Developer's absolute right to terminate this agreement.
- 9.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said flat then, the Allottee/s herein shall issue a prior written notice to the Developer as to the intention of the Allottee/s and on such

receipt of notice the Developer herein shall be entitled to deal with the said flat with prospective buyers. After receipt of such notice of intention to terminate this agreement the Developer shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

- 9.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat between the Developer and Allottee/s herein is terminated as stated in sub-para 9.1 and 9.2 herein above written, then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Allottee/s herein, in respect of the said flat, shall stand automatically cancelled and neither party will have no right, title, interest or claim against each other except as provided hereinafter.

10. **DEFECT LIABILITY**

If within a period of five years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Developer any structural defect in the Flat or the building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said flat of phase/wing and in specific the structure of the said flat/wing/phase of the said building which shall include but not limit to columns, beams, etc. or in the fittings therein. In particular it

is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer then the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of flat by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the Developer shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee/s has been made aware and that the allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding

the RCC structure which happens due to variation in temperature of more than 20* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

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

11. FORMATION OF ORGANISATION OF FLAT HOLDERS:

- 11.1. Considering the Developer herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more Co-operative Societies and/or Apex Society or as such may be formed by prevailing local laws as may be applicable to the said project, which the Developer shall decide as suitable for the flat holders in the said project which is under construction on the said land.
- 11.2. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 11.3 The Allottee/s along with other allottees of Flats in the building shall join in forming and registering the Society or Association to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and

registration of the Society or Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee/s, so as to enable the Developer to register the common organization of Allottees. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- 11.4 The Developer shall, within three months of registration of the Society as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

12. **CONVEYANCE OF THE SAID FLAT:**

The Developer on receipt of complete amount of the Price of the said Flat under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the said unit with proportionate indivisible share in the Common Areas on to the society/association as may be formed, all the right, title and interest of the Developer/original owner/lessor in the aliquot part of the said land i.e. said project referred in Schedule 'II' unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues

and stamp duty and registration charges to the Developer is made by the Allottee/s.

13. PAYMENT OF TAXES, CESSSES, OUTGOINGS, ETC.:

- 13.1 The Purchaser/s herein is well aware that the Government has imposed GST / value added tax (VAT) and other taxes on the agreed consideration, for the transaction for sale of flat by the Developer to the Allottee/s of the flats and as per the various acts responsibility to pay the aforesaid taxes from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction to the Developer herein to enable the Developer to deposit/pay the same to the Government authorities.
- 13.2 If at any time, after execution of this agreement Service Tax, Value Added Tax (VAT) ,GST, etc. is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge, etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation, notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Developer from all such levies, cost and consequences. Provided that the Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective;
- 13.3 Within 15 days after notice in writing is given by the Developer to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall

be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, Expenses of maintenance, redecorating, etc. of the main structure and in particular the terrace, gutters, main drainage and sewage lines, main electric cables and rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the ALLOTTEE/S in common, the costs of cleaning and lighting the passages, landings, staircases, lifts / elevators and other parts, decorating the exterior of the building, and all other expenses necessary and incidental to the management and maintenance of the project land and building/s until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottees share is so determined the Allottee/s shall pay to the Developer provisional contribution of Rs for two years towards the outgoings. The amounts so paid by the Allottee/s to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society.

- 13.4 Notwithstanding anything in the contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said flat and if for whatsoever reason the respective recovering authority recovers the same from the Developer, in such circumstances the Developer herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the

same to the Developer within stipulated period as may be informed by the Developer to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said flat being first encumbrance of the Developer. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

14. **DEPOSITS BY ALLOTTEE/S WITH THE DEVELOPER: -**

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts:-

(i) Rs.for deposit towards provisional monthly contribution towards outgoings of Society for two years.

15. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Developer, the Allottee/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Developer, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

16. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Allottee/s as follows:

- i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this

agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain further requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 Project, project land and said building/wing 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 Project, project land, Building/wing and common areas;
- vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottee/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

17. **COVENANTS AS TO USE OF SAID FLAT: -**

The Allottee/s, himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows for the said Flat and also the said project in which the said Flat is situated.

- i. To maintain the Flat at the Allotter's own cost in good and tenable condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of goods which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations

and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Flat without the prior written permission of the Developer and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the

concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Developer under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the

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

- Xii. That the allottee/s shall indemnify and keep indemnifying the Developer towards/against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.
- xiii. That any nominated surveyor/architect appointed for specific purposes stated in this covenant, the fees of which shall be mutually decided by and between the Developer and the allottee/s, and the same shall be paid by the Parties as agreed mutually.
- xiv. That nothing herein contained shall construe as entitling the allottee/s any right on any of the adjoining, neighboring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regard.
- xv. That the parking spaces allotted to the allottee/s shall be used only for the purposes of parking and that the said space is designed and made for use of parking a domestic vehicle. That this has been clearly made aware to the allottee/s and the same has been agreed by the allottee/s to follow.

18. **NAME OF THE PROJECT / BUILDING/S / WING/S:**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developer herein has decided to have the name of the Project "_____" and building will be denoted by letters or as decided by the Developer and further erect or affix Developer's name board at suitable places as decided by the Developer herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Developer's name board in any circumstances. This condition is an essential condition of this Agreement.

19. **ENTIRE AGREEMENT AND RIGHT TO AMEND:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat. This agreement may only be amended through written consent of the Parties.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

20. **SEPARATE ACCOUNT FOR SUMS RECEIVED:**

The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/s towards total price/consideration of the said flat and as advance or deposit, sums received on account of the share capital for the formation of the Co-Operative Society that may be formed, towards the out-goings, legal charges, etc., provided that the Developer shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

21. **RIGHT OF ALLOTTEE/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee/s hereby agrees to purchase the Flat on the specific understanding that his/her right is only to the use, unless specifically allotted/given to him/her limited common areas/facilities, the use of the common areas/facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee/s (or the maintenance agency appointed by it and performance by the Allottee/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottee/s from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee/s has expressly agreed to pay for (fully/ proportionately).

22. **MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:**

The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by

furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Developer shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1.a of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect, as an expert, be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

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

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

That the allottee/s agrees that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation benefit given to the Developer in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for

which no consideration is specifically dispensed by the allottee/s to the Developer for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the Developer to the allottee/s for which consideration has been dispensed.

24. **REGISTRATION OF THIS AGREEMENT:**

The Developer herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Developer.

25. **PAYMENT OF STAMP DUTY, REGISTRATION FEE:**

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges, etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Developer in favour of Allottee/s or Society as may be formed in which the Allottee/s will be the member.

26. **WAIVER NOT A LIMITATION TO ENFORCE**

26.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Developer in the case of one Allottee/s shall not be construed to be a precedent and/or

binding on the Developer to exercise such discretion in the case of other allottee/s.

- 26.2 Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. **SEVERABILITY**

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

28. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt of this Agreement by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated

by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

29. **PLACE OF EXECUTION**

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

30. **NOTICE**

That all notices to be served on the Allottee/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer by Registered Post A.D, Under Certificate of Posting and/or notified Email ID at their respective addresses specified below:

_____Name of Allottee

_____(Allotter's Address) Notified Email ID:_____

Mobile No.:

M/s_____Developer name

_____(Developer Address) Notified Email ID: _____

Mobile No.:

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

33. **JOINT ALLOTTEES**

That in case there are Joint allottee/s, they shall be considered as joint and severable allottee/s for the purpose of these clauses in the agreement and all communications shall be sent by the Developer to the Allottee/s 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 allottee s.

34. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

35. **DISPUTE RESOLUTION**

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

SCHEDULE - I

All that piece or parcel of the land admeasuring about 02H 02R (Including Pot Kharaba 00H 01R) of land bearing Survey No. 38, Hissa No.1, situated and being at Village Balewadi, within the jurisdiction of the Sub- Registration District Pune, Taluka Haveli, Pune and within the limits of Pune Municipal Corporation and is bounded as follows:

- On or towards the North : By Property of Sopan Baburao
Balwadkar, Survey No. 34 Part,
- On or towards the South : By 18 meter D.P. Road,
- On or towards the East : By Property of Bhoomi Arista,
Survey No. 38/2 part
- On or towards the West : By Sopan Baburao Balwadkar,
Survey No.34 part.

SCHEDULE - II

Description of the said Flat

The Flat in the Scheme **GINI VIVIANA** being constructed on property described in the schedule herein above, the details of the Flat are as follows:

BUILDING NO.	:-
FLAT NO.	:-
FLOOR	:-
AREA OF FLAT (CARPET)	:-
TERRACE AREA	:-
CAR PARKING NO.	:-

SCHEDULE - III

COMMON AREAS AND COMMON FACILITIES

COMMON AREAS:

- 1) Every Residential flat allottee/s shall have proportionate undivided common right in the said land in proportion to area of the said Flat.

LIMITED COMMON AREAS:

1. Partition walls between two Flats shall be limited common property of the said two Flats.
2. Terraces adjacent to the terrace flats and shall exclusively belong to such respective Flats if so specifically allotted by the Developer/Owner/s.
3. Parking spaces under stilts of the building shall be allotted to specific allottee/s by the Developer-owner/s as per their discretion or may be retained by the Developer-owner/s.
4. Internal roads
5. The land on which the flats are located, except such portion/s thereof as are reserved for parking spaces and allotted to any allottee/s and / or any portion/s thereof.
6. The open space
7. Main drainage line
8. The Foundations, columns, girders, beams, supports, main walls, roofs, foyers, corridors, passages lobbies, stairs, stairways, lifts / elevators, fire escapes and entrances and exits of the flats / row-houses/ offices / shops.
9. The pathways, parking area, common terrace, common gardens, etc., subject to the reservations in favour of the owner and the Developer and / or their allottee/ s.

10. Installation of central services, such as power, drainage, solar energy system, etc.
11. The water tanks (overhead / underground), submersible pump, pumps, filters, ducts and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
12. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use
13. All other amenities that may be provided by the owner and the Developer for the common benefit of all the allottee/ s.

COMMON FACILITIES

1. Club House with Party Lawn and Swimming Pool
2. Guest Rooms
3. Gymnasium
4. Children's Playground
5. Basketball Ring
6. Servants Toilet

SCHEDULE -IV

AMENITIES & SPECIFICATIONS

1. Electrical provision for Exhaust Fan in Kitchen and Toilets.
2. Designer Series Window Grills
3. Video Door Phone Facility
4. Close Circuit Camera in children's play area and in security cabin
5. Solar System for Hot water in Master Toilet & Geyser in Common Toilet.
6. Generator Backup Facilities in common areas, elevators, water pumps and single light point in each Unit/Flat
7. Fire Fighting System
8. Provision for Invertors in Unit/Flats
9. Concrete Road with Trimex Finish
10. Earthquake resistant RCC frame Structure
11. Concealed Electrical piping
12. Concealed Plumbing
13. Bathroom glazing up to 7' height
14. Granite Door Frames for Bathrooms and Window Sill
15. Vitrified Tiles 24" x 24" for flooring and anti-skid for terraces and Dry Balcony
16. Black Granite Platform with Stainless Steel sink and Dado Tiles up to 4' height
17. Anti-Skid Flooring for Toilets
18. Aluminum Powder Coated Windows with S.S. mosquito nets and French Doors
19. Modular/Laminated doors.
20. Internationally renowned elevators, two in each wing
21. POP Patra wall finish with Oil Bond Distemper paint and Weather Shield Acrylic external paint.

ANNEXURE - A

TITLE CERTIFICATE

Altaf Sakkarge

BA, LL.B, M.LL&LW

Advocate.

Correspondence Address:

A-8, Hillview Residency,
NIBM Road, Kondhwa Khurd
Pune 411048.

Office Address:

16 Gulmohar Flats
2424 East Street,
Camp, Pune 411001

Ref. No.

Date. __/__/2011

TITLE REPORT

At the instance of **M/s Gini Citicorp Realty LLP, A Company, registered under the Indian Companies Act, having its Registered Office at 413, Tantiya Jogani Industrial Estate, J. R. Boricha Marg, Lower Parel East, Mumbai 400011.** I have taken the search in respect to the property which is very specifically described in the schedule hereunder is as follows.

DESCRIPTION OF THE PROPERTY:

All that piece or parcel of the land admeasuring about 02H 02R (Including Pot Kharaba 00H 01R) of land bearing Survey No. 38, Hissa No.1, situated and being at Village Balewadi, within the jurisdiction of the Sub- Registration District Pune, Taluka Haveli, Pune and within the limits of Pune Municipal Corporation and is bounded as follows:

On or towards the North : By Property of Sopan Baburao
Balwadkar, Survey No. 34 Part,
On or towards the South : By 18 meter D.P. Road,
On or towards the East : By Property of Bhoomi Arista,
Survey No. 38/2 part

On or towards the West : By Sopan Baburao Balwadkar,
Survey No.34 part.

OPINION:

I have perused the documents and record which were made available to me for the purpose of search. On the basis of these records and records and registrar available to me for the purpose of search in the offices of Registrar of Assurances, Taluka Haveli, District Pune. I hereby state and declare that the title of Mr. Dashrath Kondiba Balwadkar, Mr. Prakash Dashrath Balwadkar, Mr. Vilas Dashrath Balwadkar, and 4. Mr. Kalidas Dashrath Balwadkar, in respect to the said property and is clean clear and free from all encumbrances of what so ever nature and M/s. Gini Citicorp Realty LLP are the bonafide developers of the said property.. Hence this Report.

- - - - **sd** - - - -
Altaf U. Sakkarge
Advocate.

ANNEXURE - B

(7/12 extracts)

:

Enclosed with the agreement.

ANNEXURE - C1

(Copy of the commencement certificate)

:

Enclosed with the agreement.

ANNEXURE - C2

(Copy of the authenticated copies of the plans of the Layout of the said phase)

:

Enclosed with the agreement.

ANNEXURE - C3

(Copy of the proposed layout plan and the proposed building/ phase/ wing plan showing future proposed development)

:

Enclosed with the agreement.

ANNEXURE - C4

(Copy of clear block plan showing the project (phase/ wing) and the said unit)

:

Enclosed with the agreement.

ANNEXURE - F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

:

Enclosed with the agreement.

In witness whereof the parties hereto have signed, sealed and delivered to each other this agreement on the date herein before first mentioned.

SIGNED, SEALED & DELIVERED

By within named,

DEVELOPER AND CONSENTING PARTY

MR. GAUTAM VINOD HARLALKA

as authorized Partner of

M/s. GINI CITICOPR REALTY LLP

So also as the duly constituted attorney of
the Owners / Consenting Party

SIGNED, SEALED & DELIVERED

By within named, PURCHASER

Mr.

Mrs.

Witnesses:

1) Sign:

Name:

Address:

2) Sign:

Name:

Address: