**AGREEMENT**

**THIS AGREEMENT** is made and executed at Pune, on this _____ day of _____ in the year _____.

**BETWEEN**

**M/S. AEIOUZ CORRP LLP**
A Limited Liability Partnership Firm,
Registered Under Limited Liability Partnership Act 2008,
Having its office at: Shop No. 10, Ground Floor,
D wing, Jai Ganesh Vision, Akurdi, Pune 411035
PAN: ACEFA7373G
Through its Partners
**1. MR. AMIT VINOD BANSAL**
Age: 41 years, Occupation: Business

**2. M/S. SIDDHIVINAYAK VERACO DEVELOPEERS LLP**
Through its authorized representative
**a. MR. JIGARR VYASS**
Age: 42 years, Occupation: Business

**b. MR. RUSHABH RAJESH SAKLA**
Age: 42 years, Occupation: Business

Hereinafter referred to as **'THE PROMOTER'** (which expression unless repugnant to the context or meaning thereof shall mean and include the firm its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.)

**...THE PARTY OF THE FIRST PART**

**AND**

**1. MRS.** _____
Age: _____ years, Occupation: _____
PAN: _____

**2. MR.** _____
Age: _____ years, Occupation: _____
PAN: _____

Both Residing at: _____
_____.

Hereinafter referred to as the **'ALLOTTEE(S)'**(which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns).

**...THE PARTY OF THE SECOND PART**

**Gat No. 129 admeasuring about 00 H 27.44R**

**WHEREAS** the land bearing Gat No. 129 Old Survey No. 38/12 admeasuring about 65R belonged to Mr. Shankar Laxman Saswade prior to the year 1970;

**AND WHEREAS** the said Mr. Shankar Laxman Saswade died on 29.12.2022 leaving behind him Mr. Pratap Shankar Saswade alias Mr. Pratap Shankar Jagtap (son) (As per Gazette dated 16.02.2022-2023), Mrs. Anupama Ravindra Nalawade (daughter), Mrs. Kumodini Dinesh Nelekar (daughter), Mrs. Sulochana Surjerao Dorage (daughter) and Smt. Lilawati Shankar Sasawade (widow) as his legal heirs. In furtherance of the same their names were mutated on 7/12 extract vide Mutation Entry No. 34818 dated 24.04.2023;

**AND WHEREAS** the said Mrs. Lilawati Shankar Sasawade, Mrs. Sulochana Surjerao Dorage, Mr. Pratap Shankar Jagtap, Mrs. Anupama Ravindra Nalawade and Mrs. Kumodini Dinesh Nelekar with consent of Mr. Sarjerao Baliba Dorge, (Mr. Tushar Sarjerao Dorge for self and through natural guardian of Mr. Dhruv and Miss Karvi), Mrs. Archana Tushar Dorge, Mr. Sachin Sarjerao Dorge, Mrs. Snehal Sachin Dorge, Mrs. Kavita Pratap Jagtap, Miss. Pooja Pratap Jagtap, Mr. Ravindra Khashaba Nalavade, Mr. Aditya Ravindra Nalavade for self and through natural guardian Mr. Aviraj Aditya Nalavade, Mrs. Pooja Aditya Nalavade, Mr. Kartikey Ravindra Nalavade, Mr. Dinesh Sudhakar Nelekar and Miss. Sneha Nilesh Nelekar sold the Gat No. 129 admeasuring about 65R to M/s. Ankur Buildcon, vide Sale Deed dated 24.03.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 6983/2024 and Power of Attorney dated 24.03.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 6984/2024;

**AND WHEREAS** the said Mr. Krutesh Dinesh Nelekar consented for the aforesaid Sale Deed dated 24.03.2024 and Power of Attorney dated 24.03.2024 in favour of M/s. Ankur Buildcon vide Consent Deed dated 14.05.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 10861/2024 on 17.05.2024;

**AND WHEREAS** the said M/s. Ankur Buildcon exchanged land at Gat No. 129 admeasuring about 00 H 37.56R the aforesaid land with Mr. Kashinath Vishwanath Saswade, Mr. Vikas Dinkar Saswade, Mr. Vijay Dinakr Saswade and Smt. Kaushalya Dinkar Saswade vide Exchange Deed dated 24.03.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 6988/2024 and Power of Attorney dated 24.03.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 6991/2024. In furtherance of the same their names were mutated on 7/12 extract of the aforesaid land, vide Mutation Entry No. 36439;

**AND WHEREAS** the said Mr. Krutesh Dinesh Nelekar consented for the aforesaid Exchange Deed dated 24.03.2024 in favour of M/s. Ankur Buildcon vide Consent Deed dated 14.05.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 10860/2024 on 17.05.2024;

**AND WHEREAS** in the aforesaid manner M/s. Ankur Buildcon became owner of the aforesaid land;

**Gat No. 130 admeasuring about 00 H 31R**

**AND WHEREAS** the land at Gat No. 130 Old Survey No. 38/13 and 38/14 admeasuring about 81R belonged to Smt. Tarabai Vishwanath Saswade since the year 1970;

**AND WHEREAS** the said Smt. Tarabai Vishwanath Saswade died on 03.09.2004 leaving behind her Mr. Kashinath Vishwanath Saswade, Late Mr. Dinkar Vishwanath Saswade died on 01.08.1994, Mr. Vikas Dinkar Saswade, Mr. Vijay Dinkar Saswade, Miss. Meghana Dinkar Saswade, Mrs. Shubhangi Shivaji Pharate and Smt. Kaushalya Dinkar Saswade as his legal heirs. In furtherance of the same their names were mutated on 7/12 extract of the aforesaid land, vide Mutation Entry No. 15021 dated 12.08.2005;

**AND WHEREAS** the said Mr. Kashinath Vishwanath Saswade, Mrs. Kantabai Kashinath Saswade, Mr. Ram Kashinath Saswade, Mrs. Sangita Ram Saswade, Mr. Santosh Kashinath Saswade, Mr. Yogesh Kashinath Saswade, Mr. Vikas Dinkar Saswade, Mr. Vijay Dinkar Saswade, Miss. Meghana Dinkar Saswade, Mrs. Shubhangi Shivaji Pharate and Smt. Kaushalya Dinkar Saswade assigned development rights of land at Gat No. 130 admeasuring about 00 H 60R out of the said land in favour of M/s. Kohinoor Development Corporation and Mr. Subhash Devichand Agarwal, vide Agreement dated 02.02.2008, which is duly registered in the office of Sub Registrar Haveli No. 5, at Serial No. 1100/2008 and Power of Attorney dated 02.02.2008, which is duly registered in the office of Sub Registrar Haveli No. 5, at Serial No. 1101/2008;

**AND WHEREAS** the said Mr. Kashinath Vishwanath Saswade, Mrs. Kantabai Kashinath Saswade, Mr. Ram Kashinath Saswade, Mrs. Sangita Ram Saswade, Mr. Santosh Kashinath Saswade, Mr. Yogesh Kashinath Saswade, Mr. Vikas Dinkar Saswade, Mr. Vijay Dinkar Saswade, Miss. Meghana Dinkar Saswade, Mrs. Shubhangi Shivaji Pharate and Smt. Kaushalya Dinkar Saswade through their Constituted Attorney M/s. Kohinoor Development Corporation and Mr. Subhash Devichand Agarwal sold land admeasuring about 00 H 60R out of the aforesaid land admeasuring about 81R to M/s. Kohinoor Development Corporation and Mr. Subhash Devichand Agarwal vide Sale Deed dated 18.07.2008, which is duly registered in the office of Sub Registrar Haveli No. 5, at Serial No. 5926/2008. In furtherance of the same its name was mutated on 7/12 extract of the said land, vide Mutation Entry No. 22368 dated 26.07.2011;

**AND WHEREAS** the said M/s. Kohinoor Development Corporation and Mr. Subhash Devichand Agarwal with consent of Mrs. Kantabai Kashinath Saswade, Mr. Ram Kashinath Saswade (HUF), Mrs. Sangita Ram Saswade, Mr. Santosh Kashinath Saswade (HUF), Mr. Yogesh Kashinath Saswade (HUF) sold land admeasuring about 29R out of the aforesaid land admeasuring about 60R in favour of Mr. Kashinath Vishwanath Saswade (HUF), Late Dinkar Vishwanath Saswade through his legal heirs Mr. Vikas Dinkar Saswade (HUF), Mr. Vijay Dinkar Saswade (HUF), Miss. Meghana Dinkar Saswade alias Meghana Akshay Shitole, Mrs. Shubhangi Shivaji Pharate and Smt. Kaushalya Dinkar Saswade vide Sale Deed dated 13.05.2011 which is duly registered in the office of Sub Registrar Haveli No. 18 at Serial No. 4741/2011. In furtherance of the same their names were mutated on 7/12 extract of the aforesaid land, vide Mutation Entry No. 22919 dated 23.11.2011;

**AND WHEREAS** the said M/s. Kohinoor Development Corporation and Mr. Subhash Devichand Agarwal sold the land admeasuring about 00 H 31R out of aforesaid land to M/s. Ankur Buildcon, vide Sale Deed dated 06.09.2011, which is duly registered in the office of the Sub Registrar Haveli No. 17, at Serial No. 9654/2011 and Power of Attorney dated 06.09.2011, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 9655/2011. In furtherance of the same its name was

mutated on 7/12 Extract of said land, vide Mutation Entry No. 22968 dated 07.12.2011;

**AND WHEREAS** the said Mr. Kashinath Vishwanath Saswade, Mr. Vikas Dinkar Saswade, Mr. Vijay Dinkar Saswade, Miss. Meghana Dinkar Saswade alias Meghana Akshay Shitole, Mrs. Shubhangi Shivaji Pharate and Smt. Kaushalya Dinkar Saswade have handed over land admeasuring about 1712 sq. mt. to Pimpri Chinchwad Municipal Corporation, for road widening, vide Possession Receipt dated 28.04.2011 which is duly registered in the office of Sub Registrar Haveli No. 5, at Serial No. 3935/2011. In furtherance of the same aforesaid effect was mutated on 7/12 extract, vide Mutation Entry No. 21915 dated 12.05.2011;

**AND WHEREAS** the said Mrs. Meghna Dinkar Saswade and Mrs. Shubhangi Shivaji Farate released their share in the said land alongwith others property in favour of Mr. Vikas Dinkar Saswade and Mr. Vijay Dinkar Saswade vide Release Deed dated 04.05.2023, which is duly registered in the office of Sub Registrar Haveli No. 7, at Serial No. 8075/2023. In furtherance of aforesaid effect was mutated on 7/12 extract, vide Mutation Entry No. 35047 dated 15.06.2023;

**AND WHEREAS** the said M/s. Ankur Buildcon, Mr. Kashinath Vishwanath Saswade, Mr. Vikas Dinkar Saswade, Mr. Vijay Dinakr Saswade, Smt. Kaushalya Dinkar Saswade, Mrs. Kantabai Kashinath Saswade, Mr. Ram Kashinath Saswade, Mr. Santosh Kashinath Saswade, Mr. Yogesh Kashinath Saswade, (Mr. Aditya Vikas Saswade and Mr. Arnav Vikas Saswade through their natural guardian Mr. Vikas Dinkar Saswade), Mrs. Deepali Vikas Saswade, (Miss Aaanya Vijay Saswade and Mr. Abhinav Vijay Saswade through their natural guardian Mr. Vijay Dinkar Saswade), Mrs. Vasundhara Vijay Saswade have assigned between themselves for right to use access road to the land at Gat No. 130 admeasuring about 31R vide Easementry Deed dated 24.03.2024, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 6987/2024;

**AND WHEREAS** the said M/s. Ankur Buildcon sold the land at Gat No. 129 admeasuring about 00 H 27.44R and admeasuring about 00 H 31 R out of Gat No. 31 alongwith Easementry rights of 12 mtr. wide access -road to M/s. AEIOUZ CORRP LLP vide Sale Deed dated 03.09.2024, which is duly registered in the office of Sub Registrar Haveli No. 1, at Serial No. 17075/2024. In furtherance of the same name of M/s. AEIOUZ CORRP LLP is mutated on the 7/12 extract vide Mutation Entry No. 36816;

**AND WHEREAS** in the aforesaid manner M/s. AEIOUZ CORRP LLP i.e. Promoter become absolute owner of the land which is more particularly described in the **'Schedule I'** written hereunder (hereinbefore and hereinafter called and referred to as the **'said land'** for the sake and brevity and convenience);

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

**AND WHEREAS** the Pimpri Chinchwad Municipal Corporation has sanctioned building plans pertaining to the present project comprising of commercial units vide Commencement Certificate dated 16.10.2018 bearing no. BP/Chikhali/111/2018, Revised Commencement Certificate dated 30.12.2024 bearing no. B.P./Chikhali/172/2024;

**AND WHEREAS** the _____ has granted permission for the Non Agricultural use of the said land vide its Order dated _____, in case no _____;

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority bearing Certificate No. _____;

**AND WHEREAS** the Allottee(s) has applied to the Promoter for allotment of Shop more particularly described in the **'Schedule II'** written hereunder (herein after called and referred to as the **'said Shop'** for the sake of brevity and convenience) from the Promoter and the Promoter has agreed to allot the said Shop to the Allottee(s) herein on the basis of the carpet area and on the terms and conditions mentioned herein below;

**AND WHEREAS** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Shop with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;

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

## 1. DEFINITIONS:

1.1 Unless the context herein otherwise provides, the following terms shall have the meaning assigned thereto:

1.2 '**agreement'** means this agreement, including the schedules and annexures attached hereto and any agreed amendments thereto.

1.3 **'approvals'** shall mean and include all licenses, permits, approvals, clearances, sanctions and consents obtained/to be obtained from or granted/to be granted by the competent authorities to develop the said land and/or the said Project or any part thereof and/or sell/transfer of the said Shop but not be limited to the sanctioned layout plans, Commencement Certificates, Revised Commencement Certificates and Completion Certificates, etc. as mentioned hereto.

1.4 **'concerned local authority'** shall mean and include the authorities within the local limits of the said land, who are empowered by law to grant various no objection certificates, permissions, sanctions, approvals, certificates related to commencement and/or completion of construction on the said land.

1.5 **'RERA'** shall mean Real Estate (Regulation and Development) Act, 2016 and any amendments made thereto from time to time.

1.6 **'PCMC'** shall mean Pimpri-Chinchwad Municipal Corporation i.e. the Sanctioning Authority.

1.7 '**Person**' means any individual, proprietary firm, partnership firm, limited liability partnership firm, corporation, company, unincorporated organization, association of persons, trust or other entity including a government or a political sub-division or an agency or instrumentality thereof.

1.8 **'Plan(s)'** shall mean, the building plans sanctioned or to be sanctioned by PCMC.

1.9 **'Project land'** shall mean land more particularly described in the Schedule I written hereunder on which the Building(s) as registered under RERA is/are being constructed.

1.10 **'said Shop'** is more particularly described in the Schedule II written hereunder.

1.11 **'carpet area'** of the said Shop means the net usable floor area of the said Shop, excluding the area covered by the external walls, areas under services shafts (if any) appurtenant to the said Shop for exclusive use of the Allottee(s) but includes the area covered by the internal partition walls of the Shop. Allottee(s) is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.

1.12 **'Proportionate share'**: shall mean proportion to the carpet area of the said Shop to the total carpet area of all the Shops in the Project.

**2. INTERPRETATION:**

2.1 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.

2.2 In this Agreement, unless inconsistent with the context or meaning thereof, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.

2.3 The words 'hereof', 'herein' and 'hereunder' and words of similar import, when used generally in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

2.5 Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.6 In construing this Agreement references to Recitals, Sections, Clauses, Annexures or Schedules are references to Recitals, Sections, Clauses, Annexures or

Schedules of and to this Agreement. The Recitals, Schedules and annexures contained herein shall constitute an integral operative part of this Agreement.

2.7 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation rules and regulations framed thereunder from time to time under that provision.

2.8 Reference to the word 'include' and 'including' shall be construed without limitation.

2.9 Any reference to the masculine, the feminine and the neutral shall include each other.

2.10 In the determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

**3. AGREEMENT:**

3.1 The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) said Shop for the consideration of **Rs. _____/- (Rupees _____ Only)** excluding all other expenses and taxes mentioned in these presents.

3.2 The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

3.3 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

3.4 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement.

3.5 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop to the Allottee(s) in the manner contemplated in this Agreement.

**4. CONSIDERATION:**

4.1 The aforesaid consideration has been duly negotiated and accepted by the Allottee(s) and the same being concessional and discounted price of the said Shop, the Allottee(s) has agreed to pay the total agreed consideration in the manner mentioned hereinbelow:

| **Percentage** | **Stage of Payments** |
|---|---|

| | |
|---|---|
| 10% | On or before execution of the present Agreement. |
| 20% | To be paid within 15 days from the date of execution of the present Agreement. |
| 15% | On completion of the Plinth of the building or wing in which the said Shop is located |
| 8% | on completion of the First slabs of the building or wing in which the said Shop is located |
| 8% | on completion of the Third slabs including (podiums and stilts) of the building or wing in which the said Shop is located |
| 9% | on completion of the Fifth slabs including (podiums and stilts) of the building or wing in which the said Shop is located |
| 5% | on completion of the walls, internal plaster, floorings doors and windows of the said Shop |
| 5% | on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Shop |
| 5% | on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Shop is located |
| 10% | to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Shop is located |
| 5% | at the time of handing over of the possession of the Shop to the Allottee(s) on or after receipt of occupancy certificate or completion certificate. |

4.2 The Allottee(s) has paid on or before execution of this Agreement a Sum of Rs. _____/- (Rupees _____ Only) (Not exceeding 10% of the total consideration) as advance payment or Application fee and hereby agrees to pay to that promoter the balance amount of Rs. _____ /- (Rupees _____ Only) and shall be deposited in RERA Designated Collection Bank Account of AEIOUZ CORRP LLP VSG LEGACY ONE RERA COLLECTION ACCOUNT bearing Account No. 10199784662, IDFC FIRST BANK, Aundh Pune Branch, IFSC Code IDFB0041355. In addition, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 10199784640 and 10199784684 respectively.

4.3 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for an increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

**4.4 <u>The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion 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</u>**

**three percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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 this Agreement.**

**4.5 Without prejudice to the right of Promoter to charge interest, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter 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 of instalments, the Promoter shall at his own option, may terminate this Agreement.**

**4.6 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee(s), by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s), of its 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 Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.**

**4.7 Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said Shop which may till then have been paid by the Allottee(s) to the Promoter.**

4.8 The Allottee(s) authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4.9 Payment of any instalment, if made in advance, shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee(s) or Housing Finance Companies/Banks, etc., as the aforesaid total agreed consideration is arrived considering the fact that the Allottee(s) has/have accepted the aforesaid stages of payment.

4.10 The Allottee(s) herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation to the Allottee(s) calling upon the Allottee(s) to make the payment.

4.11 The Allottee(s) agree(s) not to question or challenge the said discounted consideration, the same been agreed on lump-sum basis after considering all aspects and other terms of the agreement.

4.12 The deduction of amount made by the Allottee(s) on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee(s) submitting original TDS certificate and the amount mentioned in the certificate is reflected on the Income Tax Department website. Provided further that at the time of handing over the possession of the Shop, if any such certificate is not produced, the Allottee(s) shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee(s) producing such certificate within 4 months of the possession. Provided further that in case the Allottee(s) fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee(s).

**5. MODE OF PAYMENT:**

The Allottee(s) shall make all the payments by local Account Payee cheques, demand draft, RTGS, NEFT or by any other mode of online payment in RERA Designated Collection Bank Account of **AEIOUZ CORRP LLP VSG LEGACY ONE RERA COLLECTION ACCOUNT** bearing **Account No. 10199784662, IDFC FIRST BANK, Aundh Pune Branch, IFSC Code IDFB0041355** payable at Pune or at par. Only after the amount has been credited to the bank account of the Promoter, the Promoter shall give effect of the same to the account of the Allottee(s) with such amount after deducting the commission of the Bank (if any) charged by the bank of the Promoter. In addition, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 10199784640 and 10199784684respectively.

**6. DELAY IN PAYMENT:**

6.1 The Allottee(s) shall make timely payments of the instalment and other dues payable by the Allottee(s) and meeting the other obligations under the Agreement. Time is the essence for the aforesaid payment.

6.2 Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof, shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as acceptance of the delay by the Promoter.

**7. PARKING ALLOTMENT:**

**7.1 The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) covered parking space at _____ level Basement and/or stilt and /or podium car parking bearing no. _____ admeasuring _____ sq. ft having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance.**

**7.2 The Allottee has requested the Promoter for allotment of open car parking space and promoter agrees to allot to the Allottee an open car parking space without consideration bearing no. admeasuring sq. ft having ft. length x ft. breadth**

7.3 It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces to one or more person/s of its choice, for his/her/their exclusive use. The Allottee(s) agree(s) that in order to avoid inter-se disputes between the Allottee(s) in the Project, the parking in the Project shall be allotted by the Promoter. However, any area allotted by the Promoter i.e. car parking or any other portion shall be subject to the right of the Ultimate Organization and its agents to use the same for maintenance and repairs of the common amenities such as drainage, water and electrical lines etc.

7.4 The Allottee(s) herein after going through the Development Control Rules as to required parking area and the parking arrangement proposed by the Promoter, the Allottee(s) herein by executing the present Agreement, with due diligence has/have accepted the arrangement made by the Promoter and has/have given consent for the private parking layout arrangement proposed by the Promoter, which may not be in accordance with the sanctioned parking plan.

7.5 The Allottee(s) agree(s), assure(s) and undertake(s) that they are fully aware that the parking areas and dimensions shall vary for all Allottee(s) of the project and the same may not be as per sanctioned parking plan by the competent authority. The Allottee(s) further agree(s) not to raise any objection in this regard, as the aforesaid arrangement is done considering all practical issues on the site and the area available.

7.6 The Allottee(s) shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for parking two/four wheeler vehicle and further none of the Allottee(s) is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Ultimate Organization and thereafter from the managing committee of such Ultimate Organization.

7.7 Further in case the Allottee(s) is given the right of exclusive use of car parking, the Allottee(s) agrees that if for any reason the Allottee(s) wish to cancel the allotment of the Car Parking, then the Allottee(s) shall not be entitled to ask for refund of any amount or compensation as the allotment is made ex-gratia for beneficial enjoyment of the Allottee(s) and to avoid inter-se dispute between the Shop Holders. The Allottee(s) further agrees that he/she/they will not challenge any allotment of any parking space made by the Promoter to any other Allottee(s).

## 8. TITLE:

8.1 The Promoter has made full and true disclosure to the Allottee(s) of the title of the said land as well as the encumbrances and litigations, presently known to the Promoter. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest to construct building(s) and to develop the said land. The Promoter has also given inspection of all the relevant documents as specified under RERA and MOFA. The Allottee(s) having acquainted with all the facts and rights of the Promoter pertaining to the said land has entered into this Agreement.

8.2 The Promoter has clear and marketable title free from encumbrances with respect to the project land 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.

8.3 There are no litigations pending before any Court of law with respect to the project land or Project except if any disclosed in the title report.

8.4 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 project land) has been received or served upon the Promoter in respect of the project land and/or the Project.

8.5 The Promoter herein had also requested the Allottee(s) to carry out the search and to investigate the title of the said land. The Allottee(s) hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee(s) henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.

**9. SANCTIONED BUILDING PLAN:**

9.1 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

9.2 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 Promoter 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.

9.3 The Promoter shall construct the said project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

9.4 Provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations or modifications which may adversely affect the Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

9.5 The Promoter 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 at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop to the Allottee(s), obtain from the concerned local authority occupancy certificate or the completion certificate or both, as the case may be in respect of the said Shop.

**10. USE:**

The Allottee(s) shall use the said Shop or any part thereof or permit the same to be used only for Commercial purpose.

**11. POSSESSION:**

11.1 The Promoter shall give possession of the Shop to the Allottee(s) on or before 10th day of January 2028. If the Promoter fails or neglects to give possession of the Shop to the Allottee(s) on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by him in respect of the Shop with interest at the rate of State Bank of India's highest marginal cost of lending rate plus two per cent from the date the Promoter received the sum till the date the amounts and interest thereon are repaid.

11.2 If the Promoter fails to abide by the time schedule for completing the project and handing over the Shop to the Allottee(s), the Promoter agrees to pay to the Allottee(s), who does not intend to withdraw from the project, interest at the rate of State Bank of India's highest marginal cost of lending rate plus two per cent, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.

11.3 Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of Shop on the aforesaid date, if the completion of the building in which the Shop is to be situated is delayed on account of -

**11.3.1 war, civil commotion or act of God;**

**11.3.2 any notice, order, rule, or notification of the Government and/or other public or competent authority/court.**

**12. PROCEDURE FOR TAKING POSSESSION:**

12.1 The Promoter, upon obtaining the occupancy certificate or the completion certificate or both, as the case may be, from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Shop, to the Allottee(s) in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Shop to the Allottee(s). The Promoter shall offer the possession to the Allottee(s) in writing within 7 days of receiving the occupancy certificate or the completion certificate or both, as the case may be.

12.2 The Allottee(s) shall take possession of the Shop within 15 days of the written notice from the promoter to the Allottee(s) intimating that the said Shop is ready for use and occupancy.

**13. FAILURE OF ALLOTTEE(S) TO TAKE POSSESSION OF SHOP:**

Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Shop to the Allottee(s).

**14. FIT-OUT:**

14.1 The Allottee(s) shall take possession of the said Shop within 15 days of the written notice from the Promoter to the Allottee(s) intimating that the said Shop is ready for use and occupancy. Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the said Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as required by the Promoter.

14.2 If the Allottee(s) proposes to carry out such fit-out /interior work, the Allottee(s) shall make a prior written request to the Promoter permitting him/her/them to carry out the same. Along with such request letter, the Allottee(s) shall submit the interior drawings/ entire plan to the Promoter and take the Promoter's approval and clearance letter. The Promoter shall be entitled to reject the fit-out/interior work plan submitted by the Allottee(s) without assigning any reasons or suggest modification thereto. In such event the Allottee(s) shall submit new/fresh plan for such work after carrying out all necessary modifications as suggested by the Promoter and seek final approval of the Promoter on such amended plans.

14.3 It shall be the sole responsibility of the Allottee(s) at his/her/their own cost and expenses, to obtain all necessary sanctions/ approvals/ permissions from all the concerned statutory and local authorities for carrying out the fit-out/interior work as approved by the Promoter and the Allottee(s) shall be liable, at his/her/their own cost and risk, for any non-compliance or breach of any of the term of such sanctions/ approvals/ permissions. It is clarified that the Promoter has no liability or responsibility whatsoever in this behalf including for any prosecution or ancillary act or penalty whatsoever in connection with those acts which are attributable to the Allottee(s) or his/her/their contractor and the Allottee(s) hereby agrees to indemnify and shall keep indemnified, harmless and defended the Promoter in that behalf.

14.4 The Allottee(s) shall pay to the Promoter a Refundable Security Deposit for Fit-Outs ("Fit-Out Deposit") as may be determined by the Promoter before commencing the fit-out/interior work. The aforesaid Fit-Out Deposit shall only be refunded to the Allottee(s) upon completion of the fit-out work subject to no damage being caused to any part of the said Shop/ Building including common areas and upon all material and debris being completely removed from the said Shop aid all the terms and conditions as imposed by Promoter and/or Local Authorities being complied with. The Allottee(s) shall be responsible/ liable to make good the damages/ loss caused/ suffered by the Promoter with regard to such fit-out/interior work.

14.5 Upon obtaining the final written approval from the Promoter, the Allottee(s) shall carry out the same by appointing professional or skilled persons, Architects or contractors. The Allottee(s) contractor shall carry out the fit-out work only from 8.30 a.m. to 7.30 p.m. (with 1 pm to 3 pm as no work time) or within such other timings as prescribed by the Promoter at their sole discretion. Under no circumstances the said timings can be extended by the Allottee(s) or Allottee(s) contractor. In the event that the Allottee(s) exceeds the timings intimated by the Promoter, then the Promoter shall be entitled to remove the workmen from the Shop and lock the Shop and /or stop the supply of water and electricity, if provided.

14.6 All materials brought to the said Shop/site for carrying out such interior works/ furniture and other fit out works will be solely at the Allottee(s) cost, safety, security and consequence and that neither the Promoter nor any of the Promoter Contractors shall be held responsible or liable for any damage, theft or loss of the same.

14.7 If during such fit-out period any of the Allottee(s) or its contractor's workmen, family member or visitors or any other person sustain injury of whatsoever nature, the same will be Properly taken care, attended to and treated by the Allottee(s) by providing at his/her/their own cost, including proper medical care and attention by the Allottee(s) and that neither the Promoter nor the Promoter's Contractor will be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee(s) alone. The Allottee(s) shall be deemed to be the principal employers of such contractor and its workmen and shall he liable and responsible for their acts or omission or negligence. The Allottee(s) shall procure insurance of the sufficient amount to cover any damage to the property or workman compensation which may be payable.

14.8 The Allottee(s) shall ensure that the workers engaged by the Allottee(s) and/or the Allottee(s) contractors during execution of the said interior work do not dump any waste material of whatsoever nature either in the toilet or any other utility services, which may block the free flow of down take waste water lines, resulting in perennial choking and leakage. The Allottee(s) shall ensure that common areas/ passages/ walkways/ stairs and staircase landings, walls etc. are not obstructed or damaged during the course of carrying out such works or thereafter. The Allottee(s) shall keep toilets in the said Shop locked and the keys be kept with the Allottee(s). All materials to be used for interior works or equipment's to be installed in the said Shop shall be carried only through the staircase and under no circumstances the same can be carried through the lifts. The cost of any damage/s caused in the process shall be fully recovered from the Allottee(s).

14.9 If during the fit-out period, if any of the Allottee(s)/its contractor's workmen misbehave or is found to be in a drunken state then the Allottee(s) shall remove the said workmen from the said Shop/site forthwith and shall not allow such workman to re-enter the said Shop/site again. No workmen shall be permitted to stay in the said Shop/site during the course of carrying out the said work.

14.10 During the process of carrying out such interior works/furniture and fit-outs works, the Allottee(s) shall extend full co-operation to the Promoter, their security personnel and contractors and ensure good governance of such works.

14.11 No external/internal or elevation changes/modifications or breaking of duct space of whatsoever nature will be permitted to be carried out by the Promoter and neither shall the Allottee(s) change or alter the design of the grills provided by the Promoter in the said Shop.

14.12 The Allottee(s) shall not make any structural changes such as breaking of any beams/walls, etc.

14.13 The Allottee(s) shall abide by all the regulations and requirements of the Promoter and their contractors in this regard, which are all for common good and shall in no way cause any nuisance to the owners of other Shops in the same wing or other wings of the building;

14.14 The Allottee(s) shall affix the air conditioning units only in the place specified by the Promoter and shall not change its location under any circumstances.

14.15 In case any damage of whatsoever nature is caused to the said Shop/building, by the Allottee(s) or the Allottee(s)'s contractors, the Allottee(s) shall be held responsible for the cost of reinstating or repairing the same and the Allottee(s) alone will be responsible for the same and shall keep the Promoter indemnified and harmless against any loss, damages, claims, suits, proceedings, expenses, charges and costs that the Promoter may suffer as a result of non-observance or non-performance of any of the above conditions stipulated herein and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Shop, including the amount expended on litigation in enforcing rights herein, if any.

14.16 The Allottee(s) shall be responsible for payment of minimum wages to the labour employed by them or the Contractor for carrying out any such interior works/furniture and fit-outs and shall keep the Promoter indemnified against al, claims in respect thereof.

14.17 The Allottee(s) shall comply with all the labour laws with respect to the contractor, workmen engaged by him/her them and shall be solely responsible for any non-compliance with the same and shall indemnify the Promoter in respect of non-compliance with any labour or other laws.

14.18 The Allottee(s) shall not employ any child labour for the purpose of carrying out such fit-out/ interior works/ other works in the said Shop and the Allottee(s) shall be solely responsible for any noncompliance with laws relating to employment of child labour. Further, the Allottee(s) shall indemnify the Promoter in respect of non-compliance with any such laws.

14.19 The Promoter shall have a right to inspect and satisfy themselves about the nature of interior works, during the course of execution of the said works and thereafter. If after such inspection the Promoter find that the nature of such works will be harmful to the building or to the owners of other Shops, then the Promoter shall have the right to stop such interior works and the Allottee(s) shall forthwith demolish or remove such work. The Promoter shall also be entitled to demolish or remove any work which is not acceptable.

**15. DEFECT LIABILITY:**

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

15.2 The word defect herein above stated shall not mean defects caused by normal wear and tear, negligent use of the said Shop or the building(s) by the Allottee(s), abnormal fluctuations in the temperatures, abnormally heavy rains, damages from natural calamity, defect caused due to any unauthorized change made

by the Allottee(s) in the Shop and/or building and/or is due to any factor beyond the reasonable control of the Promoter etc. If there is any damage to electrical equipment due to voltage fluctuations or due to any reason beyond the control of the Promoter then, the rectification of the same shall be done either through maintenance amount or through the individual account of the Allottee(s) as the case maybe.

15.3 It is clarified and agreed between the parties that normal wear and tear 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.

15.4 The Allottee(s) shall not carry out alterations of whatsoever nature in the said Shop 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 of the erection (including Flooring/Dado) in the Toilets (if any) as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

15.5 It is further clarified and agreed between the parties that where the manufacturer warranty ends before the defects liability period and such warranties are covered under the maintenance of the said Shop/ building(s), and if the annual maintenance contracts are not done/ renewed by the Allottee/s or the Ultimate Organization, the Promoter shall not be responsible for any defects occurring due to the same.

15.6 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 nominated surveyor to survey and assess the same and shall then submit a report to state the defects in materials used and, in the workmanship, executed keeping in mind the aforesaid agreed clauses of this agreement.

**16. TAXES AND OTHER EXPENSES:**

16.1 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities upto the date of effective completion of the building(s) or the date handing over possession of the said Shop, whichever is earlier.

16.2 The Allottee(s) herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST) with effect from 01.07.2017 and the same has to be collected by the Promoter from the Allottee(s) and paid to the State and Central Government under the provisions of Goods and Service Tax Act, 2017 and rules and clarifications made thereunder from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State and Central Government from time to time same has to be paid by the Allottee(s) herein for the transaction in respect of the said Shop between the Promoter and Allottee(s).

16.3 The Allottee(s) shall be liable to bear and pay from the date of effective completion of the building(s) or the date handing over possession of the said Shop,

whichever is earlier, the proportionate share (i.e. in proportion to the carpet area of the said Shop) of outgoings in respect of the local taxes, N.A. taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance premium, electricity bills for common lights, water pumps, lifts, etc., repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the common areas and amenities. In the event of acquiring a ready possession Apartment/Shop, property tax shall be paid on a pro-rata basis, determined by the booking date. Any associated charges for the change of the name on the property tax and MSEDCL meter, payable to PCMC, MSEDCL or any other relevant entity, shall be the sole responsibility of the Allottee(s).

16.4 If at any time, after execution of this agreement the Central Government, State Government, Local authority, Revenue Authority, any other authority, any court, Judicial Authority, Quasi-Judicial Authority by way of any statute, rule, regulation, notification, order, judgment, executive power etc. levies any direct and/or indirect tax, duty, charges, premium, levies, cess, surcharge, demands, welfare fund or any fund, betterment tax, sales tax, transfer tax, turnover tax, works contract tax, service tax, Value Added Tax, Local Body Tax, Goods and Service Tax, penalties and is put in force or shall be in force prospectively or retrospectively, in respect of the said land, said Shop and/or for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee(s). The Allottee(s) hereby indemnifies the Promoter from all such levies, costs and consequences. The Promoter shall not be liable and/or responsible for payment thereof. The Allottee(s) shall be liable to reimburse the same, to the Promoter together with the penalty (if any) and interest from the date of payment made by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims such as compensation, losses and burden undergone or undertaken. It is further agreed that there shall always be a charge of the Promoter on the said Shop against the aforesaid amount payable by the Allottee(s) to the Promoter.

16.5 The Allottee(s) shall pay any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Shop by the Allottee(s).

16.6 It is agreed and understood between the parties herein that the Allottee(s) shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the conveyance deed or any other agreement. The Promoter shall not be liable to bear the aforesaid expenses for the same.

16.7 It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Allottee(s) in addition to the consideration and other charges enumerated herein. The Allottee(s) agree, assure, undertake, affirm and confirm unto the Promoter that the Allottee(s) shall indemnify the Promoter against all claim(s), charge(s), expense(s) and loss(s) incurred by the Promoter, in case the Allottee(s) fails, neglects or avoids to make the payments mentioned in this Agreement.

**17. MAINTENANCE:**

17.1 The Allottee(s) herein shall pay to the Promoter, an amount of Rs.9/- (Rupees Nine Only) plus GST per sq. ft. Carpet Area and Sinking Fund of Rs.250/- per sq. ft. Carpet Area in advance towards temporary maintenance charges, prior to grant of possession of the said Shop by the Promoter to the Allottee(s). The said advance shall be utilized for the common maintenance including but not restricted to common security, common electricity, maintenance of lift, cleaning, water charges and other common areas and amenities from the date of obtaining Completion Certificate or handing over possession of the first Shop in the project, whichever is earlier.

17.2 It is hereby agreed that the Promoter shall maintain the project only out of the advance received from the Allottee(s) and also the Promoter has the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days.

17.3 Without prejudice to the above covenants, in the event of the Promoter or Ultimate Organization, finds that the aforesaid maintenance is insufficient for maintaining the project, the Allottee(s) shall be liable to bear, pay and contribute such additional charges as may be levied and demanded by the Promoter or the Ultimate Organization. Failing which, the Promoter shall be entitled to discontinue the maintenance of the project.

17.4 The Promoter or Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee(s), without prejudice to the other rights and powers of the Promoter or Ultimate Organization.

17.5 It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold Shops in the project.

17.6 The Allottee(s) is made aware of by the Promoter and the Allottee(s) undertakes to maintain all the common areas and amenities enumerated herein below in the present project from the date of handover of management to the Ultimate Organization thereof. The Allottee(s) together with the Ultimate Organization thus formed shall keep the Promoter and the local authority indemnified from any liability arising out of non-functioning or violation of law pertaining to the common areas and amenities.

**18. PROVISION FOR WATER AND ELECTRICITY:**

The Promoter will be applying to the concerned authorities for water connections for the project and electricity meter for the said Shop and common areas. In case there is delay or shortage in obtaining the water and electricity connections from the concerned department then the Promoter may provide water and electricity supply through any other temporary arrangements. In the aforesaid event, if there is any improper, insufficient, irregular supply of water and/or electricity, the Promoter shall not be held responsible for the same and the same shall not be considered as defect or deficiency in service on part of the Promoter. The Allottee(s) hereby consent for such temporary arrangement that may be made in the said interim period. The Promoter shall be entitled to deduct the expenses along with applicable taxes for such temporary arrangement of water and/or electricity from the temporary maintenance charges paid by the Allottee(s) to the Promoter, until the temporary maintenance charges are completely utilized. Thereafter, the Allottee(s) shall pay proportionate charges as demanded, determined and decided

by the Promoter along with necessary taxes applicable thereon, failing which, the Promoter shall be entitled to discontinue the aforesaid supply.

**19. FLOOR SPACE INDEX (F.S.I.):**

19.1 The Promoter hereby declares that the Promoter has planned to utilize Floor Space Index of the entire said land and permissible 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 in Development Control Regulations, which are applicable to the said Project and entire said land. The Promoter has disclosed the Floor Space Index, proposed to be utilized on the project land in the said Project and the Allottee(s) has agreed to purchase the said Shop based on the proposed construction and sale of Shops to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

19.2 The Promoter shall be entitled to float, utilize and transfer the excess, additional, increased, unutilized and/or balance TDR and/or FSI of the said land to any other land and visa-versa.

19.3 Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential for construction of new building/s or extension of the present building/s on any open area and/or on terraces above the present building/s, either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, always being with the Promoter.

19.4 In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get FSI/TDR in lieu of compensation.

**20. SPECIFICATION:**

The specifications of the said Shop and the fixtures, fittings and the amenities to be provided by the Promoter in the said Shop are described in the **'Schedule III'** hereunder written. The Allottee(s) shall not be entitled to demand any extra fittings, fixtures or amenities other than those agreed to be provided.

**21. COMMON AND RESTRICTED AREAS:**

21.1 The Promoter has ex-gratia provided the common areas and facilities appurtenant to the said Shop. The nature, extent and description of the common and restricted areas and facilities, are more particularly described in the **'Schedule IV'** written hereunder. The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.

21.2 It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Promoter shall form and be utilized by all the Allottee(s) in the entire project and that the Allottee(s) or the ultimate

organization of the Shop holders shall not claim ownership or any other rights therein.

21.3 It is further agreed by and between the parties that the construction of the common areas and amenities which are to be provided by the Promoter shall be completed after the construction of all the Buildings/Wings in the project is completed. The Allottee/s shall not raise any objection or dispute for the same.

21.4 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Ultimate Organization.

**22. ULTIMATE ORGANIZATION:**

**22.1** The Promoter shall form a Society of the Allottee(s) and for that matter submit an application to the **Registrar for registration of Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within a period of 3 months of the majority (51%) of Allottee(s) having booked their Shops.**

22.2 In the event the administration of the property is handed over to the ultimate organization before the sale and disposal of all the units in the building(s) all the powers, authorities and rights of the Allottee(s) herein shall be always subject to the Promoter's overall right to sell unsold Shops and all other rights thereon it is specifically agreed between the parties hereto that for the unsold Shops the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Promoter or the new incoming Allottee(s) be liable and required to pay any transfer charges, premium, etc.

**23. CONVEYANCE:**

The Promoter shall, within three months from the date of issuance of completion certificate, cause to be transferred to the society all the right, title and interest in the project land. At the time of registration of conveyance of the project land, the Allottee(s) shall pay to the Promoter, the Allottee(s)' share of stamp duty and registration charges payable by the society on such conveyance or any document or instrument of transfer in respect of the said land to be executed in favour of the Society.

**24. UNDERTAKING BY THE ALLOTTEE(S):**

The Allottee(s) with an intention to bring all persons into whosoever hands the said Shop may come, do hereby covenant with the Promoter as follows:

24.1 To maintain the said Shop at Allottee(s) own cost in good and tenantable repair and condition from the date of possession and shall not do or cause to be done anything in or to the said Shop or the building in which the said Shop is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Shop and/or the building in which the said Shop is situated

and the said Shop itself or any part thereof, without the consent of the local authorities, if required.

24.2 Not to store inside/outside the said Shop/building surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Shop is situated or to the said Shop or any fatality on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for all the consequences of the breach.

24.3 To carry out at his own cost all internal repairs to the said Shop and maintain the said Shop in the same condition, state and order in which it was delivered by the Promoter, provided that for the defect liability period such repairs shall be carried out by the Allottee(s) with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee(s) committing any act in contravention of the above provisions, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

24.4 Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Shop or any part thereof, or in or to the building in which said Shop is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or any other structure in the said Shop without the prior written permission of the Promoter and/or the Ultimate Organization, as the case may be.

24.5 After possession of the said Shop the Allottee(s) has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power backup, pumps etc. and to carry out necessary repairs as and when required.

24.6 Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

24.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the said land and the building.

24.8 Pay to the Promoter within fifteen days of demand by the Promoter, share of the Allottee(s) towards 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 said Shop is situated.

24.9 To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of possession of the said Shop and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Shop by the Allottee(s) other than for purpose for which it is sold.

24.10 The Allottee(s) until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Allottee(s) interest or benefit factor of this agreement or part with the possession of the said Shop until all the dues payable by the Allottee(s) to the Promoter under this agreement are fully paid up and only if the Allottee(s) had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee(s) has intimated in writing to the Promoter and obtained written consent thereof.

24.11 The Allottee(s) shall observe and perform all the rules and regulations which the Shop may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the Shops 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 the Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

24.12 Till a conveyance of the project land on which the building in which the said Shop is situated is executed, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof. The Allottee(s) shall not obstruct the development work for any reason and in any way.

24.13 In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee(s), the Allottee(s) shall keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee(s) at his own costs and risk.

24.14 If the Allottee(s) shall desire to fit grill(s) to the balconies and/or windows then the Allottee(s) shall do so at his/her/their own costs only as per the designs and specifications approved by the Promoter. The Allottee(s) shall not fit any grills or enclose the car parking space, if allotted, for exclusive use of the Allottee(s).

24.15 The Allottee(s) shall fit the Air – Conditioners, chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer, devices which requires external wiring cables, lines, dish antennas in the spaces prescribed by the Architect of the Promoter and location of the same shall be restricted to the above-mentioned space only.

24.16 There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the Building(s).

24.17 The elevations and finishing material of the Building(s), both externally and internally, will not be permitted to be changed under any circumstances.

24.18 Not to fix any hooks, nails or electrical decorative lighting/fixtures etc. on the exterior or lobbies of the Building(s), on any occasions of marriages/festivals etc. without the prior permission of the Promoter.

24.19 No neon sign boards or electronic board(s) will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any Building(s).

**25. OTHER CONDITIONS:**

25.1 It is specifically understood that the brochure(s), compact disk, online advertisements, hoardings, etc. published by Promoter from time to time in respect of the project is just advertisement material and contain various features such as furniture layout in Shop, vegetation, plantation, shown around the building, scheme, vehicles, colours, etc. are to increase the aesthetic value only and are not facts. These specification/amenities are not agreed to be developed or provided and the same shall not be considered in any manner as agreement between Promoters and Allottee(s).

25.2 The Allottee(s) is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee(s) shall have no objection/complaints whatsoever on that account.

25.3 The Allottee(s) is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation/Shop/garage/car parking etc., on the ground of religion/caste/creed or nuisance/annoyance/inconvenience for any profession/trade/business etc. that has been or will be permitted by law or by local authority in the concerned locality.

25.4 The Allottee(s) authorizes and empower the Promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Shop in the name of Allottee(s), municipal Assessment of the said Shop in the name of Allottee(s). The Allottee(s) undertakes to bear all the expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year and at actuals as levied by the Competent Local Authority, even if the possession of the said Shop is taken or given later.

25.5 The Allottee(s) understands that the work of the development and construction on the said land by the Promoter may continue even after grant of possession of the said Shop to the Allottee(s). The Allottee(s) shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

25.6 Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Shop or of

building(s) or a part thereof. The Allottee(s) shall have no claim save and except in respect of the said Shop hereby agreed to be sold to the Allottee(s) and all common, area and facilities will remain the property of the Promoter until the conveyance.

25.7 Any delay tolerated or indulgence shown or commission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) by the Promoter of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Promoter.

25.8 The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee(s) orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

25.9 The Allottee(s) herein represents, assures and declares that neither the Allottee(s) nor the members of the family are debarred or disentitled to acquire the said Shop under any statute, notification, and rule for the time being in force.

25.10 The Allottee(s) herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement(s) with several other person(s) and party(s).

25.11 The Allottee(s) has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Allottee(s) agrees that this agreement is subject to the said terms and are also binding on the Allottee(s).

25.12 The Promoter shall have a first charge and/or lien on the said Shop in respect of any amount payable by the Allottee(s) under the terms and conditions of this Agreement.

25.13 The Promoter shall be entitled to allot by way of lease or license an portion of the said land to any Government/semi Government/Local authority/MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee(s) shall not be entitled to raise any objection or grievance about the same.

25.14 The Allottee(s) is/are fully aware that the Promoter may have to construct some Shops in the project for Maharashtra Housing and Area Development Authority and the Occupants/Allottee(s) of the such Shops shall be member of the Ultimate Organization formed by the Promoter for the entire project. Also the Occupants/Allottee(s) of the such Shops shall be entitled to use and enjoy all the common areas and amenities provided by the Promoter. The Occupants/Allottee(s) of the such Shops shall be liable to bear necessary maintenance charges along with the other Shop/Shop Allottee(s).

25.15 All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase of building(s) for whatsoever reason. All Allottee(s) in all phase(s) and building(s) shall have free access to all other phases and building(s).

**25.16 In case the transaction being executed by this Agreement between the Promoter and the Allottee(s) is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / Fees / charges for services / Commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter / Allottee(s) / both, as the case may be, in accordance with the agreed terms of payment.**

**26. NAME OF THE SCHEME:**

The name of the Project shall be **VSG LEGACY ONE** and this name shall not be changed without the written consent of the Promoter.

**27. FINANCE:**

27.1 The Allottee(s) is/are fully aware that the Promoter has availed project loan from Prachay Capital Private Ltd. vide Mortgage Deed dated 03.09.2024, which is duly registered in the office of Sub Registrar Haveli No. 1, at Serial No. 17079/2024 and Hypothecation dated 03.09.2024, which is duly registered in the office of Sub Registrar Haveli No. 1, at Serial No. 17080/2024.

27.2 The Allottee(s) may obtain finance from any bank/financial institution or any other source for purchase of the Shop, but the Allottee(s) obligation to purchase the Shop pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) will remain bound by the terms of this Agreement. The Allottee(s) hereby agree(s) that in case he has availed of any loan facility for the purchase of Shop, then in case of execution and registration of Apartment Deed in respect of the Shop, the original Apartment Deed shall be received by the Promoter on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Shop in accordance with the terms of grant of the loan.

**28. NOTICE:**

28.1 All notices to be served on the Allottee(s) as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee(s) by E-Mail, Courier, Registered Post, Under Certificate of Posting or Ordinary Post at the address(s) of the Allottee(s) as specified in the title of this agreement or at the address intimated in writing by the Allottee(s) by registered post after execution of this agreement.

28.2 In case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottee(s).

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

**29. 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 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.

**30. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter 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 by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(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.

**31. ENTIRE AGREEMENT:**

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

**32. SUBSEQUENT ALLOTTEE(S):**

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 Allottee(s) of the said Shop in case of a transfer, as the said obligations go along with the said Shop for all intents and purposes.

**33. 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.

**34. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably**.** In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**35. TRANSFER OF PROJECT:**

The Promoter shall have right to transfer the project to any third party/entity subject to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

**36. CHANGE IN CONSULTANTS:**

The Promoters shall have every right to appoint new Architect and/or Structural engineer as per his discretion and choice.

**37. RIGHT TO AMEND:**

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

**38. PLACE OF EXECUTION:**

38.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

38.2 The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**39. 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.

**40. TERMINATION OF AGREEMENT:**

40.1 If the Allottee(s) herein violates any terms and conditions of this agreement for whatsoever reason including non-payment of agreed consideration within stipulated period as mentioned hereinabove then, the Promoter shall have absolute right and authority to terminate this agreement, after deducting an amount of Rs.50,000/- out of the total agreed consideration towards penalty/compensation, by

giving prior notice in writing of its intention to terminate this agreement, by stating specific default, breach(s) of the terms and conditions being ground behind intention of termination of the agreement and the Allottee(s) herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee(s) herein fail to rectify the default/breach of terms and conditions within aforesaid stipulated period, then this transaction shall stands cancelled and right, title, interest of the Allottee(s) under this agreement towards the said Shop shall also stand cancelled and the Allottee(s) shall have only right to receive the refund of the amount paid to the Promoter without any interest or compensation after deducting the aforesaid amount.

40.2 For whatsoever reason if the Allottee(s) herein desire to terminate this agreement/transaction in respect of the said Shop then, the Allottee(s) herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee(s) and on such receipt of notice the Promoter herein shall be entitled to deal with the said Shop with prospective buyers.

40.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Shop between the Promoter and Allottee(s) herein is terminated as stated hereinabove, then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee(s) herein shall stands automatically cancelled.

40.4 The Allottee(s) is/are not entitled to receive refund of amount paid by the Allottee(s) to the Promoter towards GST, Service Tax, VAT or any other taxes, cesses, Stamp Duty, Registration Fee, etc.

40.5 If the Allottee(s) has/have availed housing loan against the said Shop from any Bank/financial institute, etc. then the Allottee(s) is/are not entitled to receive the aforesaid refund till producing No-Dues Certificate and/or Release Deed executed by such Bank/financial institute for releasing the encumbrance of loan and interest thereon on said Shop.

40.6 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee(s) shall only have the right to claim the refund of the amount as stated above on execution of Cancellation Deed and in such an event all other rights under this agreement of the Allottee(s) herein stands automatically extinguished.

40.7 This Agreement being registered agreement under the provision of Registration Act 1908, in light of the aforesaid cancellation or termination, the Allottee(s) has to execute proper cancellation deed and admit the execution thereon personally but if the Allottee(s) on termination as aforesaid, within one month fail to execute the cancellation deed and admit the execution personally then for the purpose to execute such cancellation deed and admit the execution, the Allottee(s) herein by executing these present, irrevocably nominate, constitute and appoint the Promoter herein for such cancellation deed or any other document as may required to cancel this transaction in law on termination of this agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Allottee(s) ratify and confirm and

agree to ratify and confirm aforesaid act of the Constituted Attorney i.e. the Promoter herein by virtue of the present clause.

**41. STAMP DUTY AND REGISTRATION CHARGES:**

The necessary stamp duty and registration charges and allied expenses for registration of the present Agreement shall be paid by the Allottee(s).

**SCHEDULE I**
**DESCRIPTION OF THE SAID LAND**

A. All that piece and parcel of land admeasuring about 00 H 27.44 R i.e. 2744 sq. mtr. out of Gat No. 129 totally admeasuring about 00 H 65 R, at Village Chikhali, Taluka Haveli, within the limits of the Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows :
On or towards East : by Gat No. 130
On or towards South : by remaining property of Gat No. 129
On or towards West : by Gat No. 128
On or towards North : by Gat No. 104 and 105

B. All that piece and parcel of land admeasuring about 00 H 31R i.e. 3100 sq. mtr. out of Gat No. 130 totally admeasuring about 00 H 81 R, at Village Chikhali, Taluka Haveli, within the limits of the Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows :
On or towards East : by road
On or towards South : by remaining property of Gat No.130
On or towards West : by Gat No. 129
On or towards North : by Gat No. 103

**SCHEDULE II**
**DESCRIPTION OF THE SAID SHOP**

| | | |
|---|---|---|
| Name of the Project | : | **VSG LEGACY ONE** |
| Floor | : | |
| Shop No. | : | |
| Carpet Area of Shop | : | |
| Carpet Area of Enclosed Balcony | : | |
| Exclusive Right to Use | : | |

**SCHEDULE – III**
**SPECIFICATIONS**

**Details and specifications of the lifts:**

| Lift Nos. | Type of Lift | Capacity of Lift | Speed of Lift |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**SCHEDULE – IV**

**A] COMMON AREAS AND AMENITIES**

| **Type of Amenities provided** | **Proposed Date of Occupancy Certificate** | **Proposed Date of handing over to the Society/common organization** | **Size/Area of the amenities** | **FSI Utilized or free of FSI** |
|---|---|---|---|---|
| | | | | |

| **Type of Common Areas provided** | **Proposed Date of Occupancy Certificate** | **Proposed Date of handing over to the Society/common organization** | **Size/area of the common areas provided** |
|---|---|---|---|
| | | | |

| **Type of Open Space (RG / PG) to be provided** | **Phase Name / Number** | **Proposed Date of Availability for use** | **Proposed Date of handing over to the Society/common organization** |
|---|---|---|---|
| | | | |

**RESTRICTED COMMON AREAS AND AMENITIES:**

1. Partition walls between two Shops/units shall be limited common property of the said two units.
2. Parking areas under marginal open spaces/podium/basements and portions thereof maybe allotted for exclusive use of the specific Shops/units by the Promoter as per his discretion or retained by him.
3. Other exclusive and limited common areas and facilities as mentioned in body of this Agreement.
4. All areas which are not covered under aforesaid Common Areas and Amenities are restricted Common Areas and Amenities
5. Land around Building and open areas
6. Terrace on top of the Building including self-contained Lift room
7. Passage leading to top terrace from the last floor

**IN WITNESS WHEREOF** the parties hereto have put their respective hands to this Deed on the day and date first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED THE PROMOTER

**M/S. AEIOUZ CORRP LLP**
Through its Partners

**1. MR. AMIT VINOD BANSAL**

**2. M/S. SIDDHIVINAYAK VERACO DEVELOPEERS LLP**
Through its authorized representative

**a. MR. JIGARR VYASS**

**b. MR. RUSHABH RAJESH SAKLA**

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED ALLOTTEE(S)

**In Presence Of :**

1. Signature :
   Name :
   Address :

2. Signature :
Name :
Address :