



SAMSARA FUND ADVISORS PRIVATE LIMITED

401, Kshamalaya, 37 New Marine Lines,

Mumbai – 400020

CIN: U74140MH2006PTC162693

Date: 15th May, 2023

To,

MAHARERA,

6th & 7th Floor, Housefin Bhavan,

Plot No: C - 21, E - Block, Bandra Kurla Complex,

Bandra (E), Mumbai 400051

Sub: Deviation Report with respect to model form of Agreement for Sale for obtaining RERA registration certificate for the project "Vista 3A" situated at situated at Khasra No. 97/1/2/3/4 in Village Pipla, Tahsil Nagpur (Gramin) District, Nagpur 400 034.

We hereby declare that the following deviations/ modifications in the Agreement for Sale to be executed by the Developer with the Purchasers vis a vis Model Form of Agreement for Sale as per Rule 10 (1).

The deviation in Model Form Clauses are highlighted in **Yellow** colour in Column "Deviation Clause in Developer AFS" and rest of the additional clauses of Developer AFS are highlighted in Grey colour in Column "Deviation Clause in Developer AFS".

Clause No.	Clause in Model Agreement	Clause no.	Deviation Clause in Developer AFS
1	The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the	1	The Promoter agrees to develop and construct the Unit as a part of the Project to be constructed on the Project Land in accordance with the Unit Plan, as may be amended from time to time in accordance with the disclosures made by the Promoter in Recital Error! Reference source not found. and sanctioned by the Appropriate Authorities under Applicable Laws.



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	Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.		
1(b)	The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-	1(b)	Consideration: (i) The Allottee shall pay to the Promoter the total aggregate Consideration as stated in Annexure A hereto along with the applicable duties and Taxes as and by way of consideration for sale of the Unit and the Car Parking Space in the Project on what is commonly known as 'ownership basis'. (ii) The Consideration shall be paid as per the payment schedule as stated in Annexure A hereto. (iii) The Allottee hereby confirms and understands that no third party cheques or RTGS or pay orders will be accepted by the Promoter or considered as payment towards the Consideration and/or the Charges and Deposits. (iv) In compliance with the rules and regulations of the Income Tax authorities, the Allottee shall make all payments towards Consideration or part thereof, after deducting TDS at the rate of 1% (one percent) (or at any other rate as may be prescribed under Applicable Laws) on such amounts, if applicable. Along with such payment, the Allottee shall also be required to submit to the Promoter the requisite challan as well as Form 16 B (presently evidencing payment of TDS to the Government) as per Income Tax Act, 1961, duly executed by the Allottee in that regard. (v) It is hereby specifically agreed that any payment of the Consideration or part thereof made by the Allottee but is not accompanied with the

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			challan and Form 16B shall be deemed to be a failure to pay and the provisions of Clause 1(j) hereinbelow shall apply. (vi) It is hereby further agreed that if Promoter desires so, the Allottee shall authorize the Promoter in writing (by executing such documents as may be necessary), to collect the amount of TDS which the Allottee is liable to deduct and deposit the same with the Appropriate Authorities. The Promoter shall provide Allottee with such documentary proof of deposit, in due course. (vii) The Promoter confirms that the Consideration so stated shall be increased (a) on account of any development charges, levies, duty, cess or any other levy by whatever name called that may be imposed on the Unit and/or the Project by the Appropriate Authorities or (b) on account of any change in the Carpet Area of the Unit as more particularly stated hereinbelow. In such an event the Allottee agrees to pay the additional amount to the Promoter without protest or demur before the handover of the Unit to the Allottee. If there is any reduction in the Carpet Area of the Unit within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with the annual interest calculated from the date when such an excess amount was paid by the Allottee. (viii) The Allottee confirms that he/she/they/it has/have voluntarily and willingly paid the booking amounts and other instalments of the Consideration to the Promoter on or prior to the execution of this Agreement.
1(c)	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of	1(c)	The Allottee has paid on or before the execution of this Agreement the amount as mentioned in Annexure A hereto and agrees to pay the consideration as per the schedule stated in Annexure A hereto.

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the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) ) in the following manner :- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../-(.....) (not exceeding 80%		
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of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) 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 Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy		
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	certificate or completion certificate.		
1(d)	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].	1(d)	In addition to the Consideration, the Allottee shall pay all Taxes (whether currently applicable / payable or which may become applicable / payable in future) including but not limited to), Value Added Tax (VAT) and Goods and Services Tax (GST) in connection with the purchase of the Unit.
1(e)	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being	1(e)	It is hereby agreed that if due to any ordinance, notification, change in existing laws or enactments, any additional Taxes, levies, service tax or VAT, Goods or Services tax, or any other Taxes/ charges/ surcharge pertaining or relating to the sale of the Unit and/or to the development, construction of the Unit, Project and/or Ensaara Metropark are levied or increased and are payable by the Promoter and/or recovered from the Promoter, then the same shall be borne and paid by the Allottee, at actuals, without any objection. Provided that 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, which shall only be applicable on subsequent payments or as specified in the said notification.



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	issued to the Allottee, which shall only be applicable on subsequent payments.		
1(f)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.		No such clause
1(h)	The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.	1(g)	The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee for any other purpose or any other account. Any overdue payments so received will be first adjusted against interest accrued then towards statutory dues and subsequently towards outstanding dues of the Allottee.
		1(h)	Project Maintenance Charge and Ensaara Metropark Maintenance Charge (i) The Allottee shall be liable to pay to the Promoter or the Body Corporate (as the case may be) the Project Maintenance Charge as shall be decided and/or specified in Annexure A hereto, being the charges for a period of 1 (one) year and, thereafter the same shall be paid quarterly in

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			advance to the Promoter or the Body Corporate (as the case may be) or as may be varied from time to time. The Promoter or the Body Corporate (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same or as may be varied from time to time. (ii) Upon the Allottee receiving Notice of Possession and prior to taking the possession of the Unit, the Allottee shall pay the amount as specified in Annexure A hereto towards the Ensaara Metropark Maintenance Charge being the charges for a period of 1 (one) year and, thereafter, the Allottee shall be liable to pay the Ensaara Metropark Maintenance Charge quarterly in advance to the Apex Body, Body Corporate or the Confirming Party, as may be notified to the Allottee. The Apex Body, Body Corporate or the Confirming Party (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same. (iii) If in the event the Promoter is responsible for collecting the Project Maintenance Charge and there being any arrears in payment of the same by the Allottee, the Promoter shall before transferring over such Project Maintenance Charge to the Body Corporate, appropriate the shortfall from and out of the Charges and Deposits collected and/or Building Sinking Fund, and shall recover the same along with interest due (if any) from the Allottee. (iv) If in the event the Confirming Party is responsible for collecting the Ensaara Metropark Maintenance Charge and there being any arrears in payment of the same by the Allottee, the Confirming Party shall before transferring over such Ensaara Metropark Maintenance Charge to the Apex Body, appropriate the shortfall from and out of the Metropark Sinking Fund, and shall recover the same along with interest due (if any) from the Allottee.
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			(v) If the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge, which is charged on a provisional basis, is insufficient to manage and maintain the Project and/or Ensaara Metropark then in that event the Body Corporate and/or Apex Body, as the case may be, shall have the right to increase the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge from time to time and the Allottee shall without any protest pay its proportionate share of such increase. (vi) The Allottee agrees to pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge within 15 (fifteen) days from the date of demand thereof. Any delay in payment of either the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge shall make the Allottee liable to pay interest at the rate of 18% p.a from the date the said amount becoming due and payable by the Allottee, till the date of realization such amount. (vii) If the Allottee does not pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and interest thereon (if any) for a period of more than 2 (two) quarters consecutively then in that event the Body Corporate and/or the Apex Body (as the case may be) shall have the right to withhold or cut-off the amenities or facilities or services enjoyed by the Allottee in relation to the Unit, Project and/or Ensaara Metropark. However, the liability to pay Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge along with interest thereon shall continue irrespective of the discontinuance of such amenities or facilities or services. (viii) In the event any of the utility providers are unable to provide any of its services in respect of the Unit Amenities and Facilities or Ensaara
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			Metropark Amenities and Facilities, then in that event the Promoter, Confirming Party, Body Corporate and/or Apex Body as the case may be, shall not be liable or responsible to provide the same.
		1(i)	MANAGEMENT AND MAINTENANCE A. Management and Maintenance of the Project (i) For the purposes of management and maintenance of the Project, the Promoter shall at the appropriate time as per Applicable Law, form and register a Body Corporate comprising of all the unit allottees of the Project including the Allottee and upon such Body Corporate being constituted the internal management, maintenance and security of the Project shall be the sole responsibility of the Body Corporate. (ii) The Promoter or the Body Corporate either directly or by appointing a professional management company, shall be in charge of the maintenance, management and upkeep of the Project and all its limited common areas, amenities and facilities. (iii) The Project Maintenance Charge shall be paid by the Allottee to the Promoter or the Body Corporate (as the case may be) in accordance with Clause 1 (h). B. Management and Maintenance of Ensaara Metropark (i) The Allottee understands that as per the Township Regulations, the Confirming Party is responsible for the overall management and maintenance of Ensaara Metropark until an urban local body/Apex Body is constituted for the Ensaara Metropark by the Appropriate Authorities and accordingly Ensaara Metropark shall be managed and maintained by the Confirming Party directly or indirectly by the Apex Body/Ensaara Metropark Management Company. The Allottee

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		hereby agrees and gives consent to the appointment of the Ensaara Metropark Management Company by the Confirming Party for purposes of management and maintenance of Ensaara Metropark. (ii) The Ensaara Metropark Maintenance Charge shall be paid by the Allottee to the Confirming Party, Apex Body or the Ensaara Metropark Management Company (as the case may be) in accordance with Clause 1 (h). The Confirming Party, Apex Body and/or the Ensaara Metropark Management Company shall be in charge of the maintenance, management and upkeep of the Ensaara Metropark for such annual fees, which fees shall be a minimum of 20% (twenty percent) (and escalation thereto) over and above the actual annual expenses that may be incurred by the Ensaara Metropark Management Company. (iii) It is hereby expressly clarified, agreed and understood that until the formation and constitution of the urban local body as per the Township Regulations or if informed by the Confirming Party on part/all denotification from Township Regulations, the Confirming Party and/or the Ensaara Metropark Management Company shall be entitled to exercise their rights under this Agreement, notwithstanding the formation of the Apex Body. The Allottee is deemed to have given consent for confirming such agreement or contract that has been/may be entered into by the Confirming Party with the Ensaara Metropark Management Company for the effectual management and maintenance of Ensaara Metropark. In the event of any act, deed, matter or thing committed or omitted to be done by the Ensaara Metropark Management Company in due course of such maintenance, management, control and regulation of Ensaara Metropark, only the
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			Ensaara Metropark Management Company shall be held accountable, liable or responsible in any manner whatsoever to the Allottee, the Apex Body and/or the Body Corporate.
		1(j)	Timely Payments (i) Time, for payment of all the instalments of the Consideration, Charges and Deposits, Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and other amounts payable by the Allottee under this Agreement is of the essence of this Agreement. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever, the Allottee commits any delay and/or default in payment of any of the amounts mentioned in this Agreement or in providing the challan and Form 16B evidencing the TDS deducted then in such event, without prejudice to the other rights and remedies available to the Promoter, the Allottee shall be liable to pay to the Promoter, Confirming Party, Body Corporate or Apex Body, as the case may be, interest on the amount of the instalment/s and/or other amounts from their respective due dates till payment and/or realization. (ii) Without prejudice to the provisions of Clause 1(j)(i) above, in the event the Allottee commits default in payment on due date of any amount due and payable by the Allottee under this Agreement (including his/her/their/its proportionate share of Taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 (three) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post with A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the

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		specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and to the consequences of termination as stated in Clause 0 hereunder shall follow. (iii) All payments as provided in this Agreement shall be made by the Allottee by way of cheque/demand draft/pay order drawn in favour of the Promoter's Project Bank Account or the Charges and Deposits Bank Account, or in such other manner as may be notified by the Promoter. In the event the Promoter desires that the cheques/demand drafts/pay orders be drawn in favour of another bank account, the Promoter shall inform the Allottee of the same in writing, and upon receipt of such written intimation from the Promoter, the Allottee shall make all future payments accordingly. (iv) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations framed there under ("Foreign Exchange Laws") or any statutory amendment(s), modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the Foreign Exchange Laws or any other Applicable Laws. The Allottee
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		understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any actions under the Foreign Exchange Laws or other laws as applicable, as amended from time to time. The Allottee shall keep the Promoter and the Confirming Party fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Foreign Exchange Laws or any other Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. (v) The Allottee shall be completely responsible for any notices or actions taken by any of the authorities due to non-compliances of the Foreign Exchange Laws by the Allottee and the Promoter shall not be in any case responsible for the same. (vi) The Promoter shall have first and paramount charge and lien on the Unit and Car Parking Space in respect of any amount whatsoever payable by the Allottee to the Promoter under this Agreement. The Allottee shall not object to or dispute the aforesaid for any reason whatsoever and the Allottee hereby irrevocably and unconditionally consents to the aforesaid and agrees and undertakes to pay all the amounts on time.
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2.1	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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.	2.1	The Promoter shall construct the Project including the Unit, on the Project Land in accordance with the Project Plan and shall commence/ has commenced construction work of the Project. 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 Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit,
2.2	Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c)	2.2	The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the Body Corporate in accordance with Clause Error! Reference source not found. hereinbelow. The Promoter shall handover the Unit to the Allottee on or before the Possession Date subject to the Allottee complying with all the terms and conditions stated herein and making timely payments of the Consideration and other amounts as stated herein.

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	herein above. ("Payment Plan").		
		2.3	The Allottee acknowledges and confirms that the other units forming part of the Project, the other projects/building/s on the Layout Land and the Balance Projects and/or the plans, layout plans, approvals etc. in respect thereof being implemented or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement or interest of Allottee in respect thereof.
		2.4	The Promoter shall be entitled in its sole discretion as it deems to fit to allocate and distribute all vehicle parking spaces in respect of the Project which shall be located on the Layout Land.
3	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be	3	The Promoter hereby declares that the FSI available as on date in respect of the Project Land is 7692.7 square meters only and Promoter has planned to utilize FSI of 7692.7 (including FSI premium, ancillary and TDR if applicable). The Promoter has disclosed the same to be utilized by it on the Project Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. Any additional FSI accruing on the Project Land and/or Layout Land and not being utilised on the Project Land and/or Layout Land, as the case may be, for any reason whatsoever, shall at all times accrue and belong exclusively to the Confirming Party alone and may be utilised in the Balance Projects at the sole discretion of the Confirming Party.

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	utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.		
4.1	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.	4.1	Right of Allottee to terminate Subject to Force Majeure, if the Promoter fails to give possession of the Unit to the Allottee on or before the Possession Date, the Allottee shall at its discretion, have an option to terminate this Agreement, then the consequences as stated in Clause 4.3.2 shall follow.
4.2	Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1	4.2	Right of the Promoter to terminate 4.2.1 Without prejudice to what is stated hereinabove, in the event of (i) 3 (three) defaults by

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above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter	the Allottee in payment of any of the amounts as stated in this Agreement and/or (ii) in executing documents in respect of incorporating the Body Corporate and other ancillary documents as maybe required from time to time, the Promoter shall provide a Rectification Notice of 15 (fifteen) days to the Allottee. 4.1.1 If in the event the Allottee, within the Rectification Period fails and/or neglects to rectify the aforesaid delay/default, then the Promoter shall at its sole option cancel/terminate this Agreement by sending a written notice of termination to the Allottee.
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	shall refund to the Allottee (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 Apartment which may till then have been paid by the Allottee to the Promoter.		
		4.3	Consequences of Default and Termination 4.3.1 In case of termination pursuant to Clause 0, the Promoter shall within the Refund Period pay to the Allottee an amount equivalent to the Consideration or part thereof paid by the Allottee to the Promoter (excluding the interest or any other charges paid by the Allottee to the Promoter on account of delayed payments) after deducting therefrom the amount determined as Permissible Deductions. 4.3.2 In case of termination pursuant to Clause 0, the Promoter shall be liable to refund to the Allottee the amounts already received by it in respect of the Unit with the interest from the date the Promoter received the sum till the date the amounts and the interest thereon is repaid after deducting therefrom the amount determined as Permissible Deductions. 4.3.3 It is also clarified that any amount paid by the Allottee which has been utilised towards payment of indirect tax to the Appropriate Authorities, shall not be refunded unless (and till such time) the Promoter receives credit for the same from the Appropriate Authorities. 4.3.4 The Allottee acknowledges and understands that the said amounts as stated in Clauses 4.3.1 and 4.3.2 hereinabove, shall be paid

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			by the Promoter to the Allottee within the Refund Period only against the Allottee executing and registering a deed/agreement of cancellation in respect of this Agreement, with the concerned office of the sub-registrar of assurances, within the time period as stated by the Promoter in its notice addressed to the Allottee in that regard. The Allottee further acknowledges that in the event the Allottee fails and/or neglects to execute and register such deed/agreement of cancellation in respect of this Agreement, the Allottee shall be liable to pay interest on the refund amount till such time the Allottee executes and registers the deed/agreement of cancellation. 4.3.5 On termination of this Agreement by the any Party in accordance with the provision of this Clause Error! Reference source not found., the allotment/sale of the Unit shall stand cancelled immediately. The Allottee shall have no right whatsoever in respect of the Unit save and except a limited right to receive the amount as stated in Clauses 4.3.1 and 4.3.2 hereinabove, as the case maybe. Upon the refund of the amounts as contemplated in Clause Error! Reference source not found. herein, the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and shall deal with the Unit as it may deem fit.
5	The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.	5	The Promoter shall provide with the Unit purchased by the Allottee, the Unit Amenities and Facilities, as stated in Annexure E annexed hereto. For quality control purposes and/or due to non-availability or short supply of any of the Unit Amenities and Facilities and/or materials or items used or comprised therein, the said Unit Amenities and Facilities may be altered, amended or substituted with materials or items or brands of a similar nature.

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