



Date : 01/10/2022

To,
Maharera,

Subject :- Deviation Report – Agreement

Dear Sir/Madam,

There are some deviations in agreement to sale of our project situated at Survey No. 181/2 and 181/3, Dutta Mandir Road, Wakad, Pune – 411057. Please find below the deviation clauses:-

1. MAINTENANCE :

- i. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, maintenance of lift, cleaning and other common areas and amenities for initial period of 12 months from the date of obtaining Completion Certificate or handing over possession of the 1st unit in a particular Wing, whichever is earlier. However after taking into account the factor of inflation, if the actual amount of expenses incurred towards maintenance charges at any time during the initial period of 12 months is more than the amount paid by the Purchaser/s then the Purchaser/s shall be liable to pay the extra amount incurred for the maintenance of the building/s whereas if the amount incurred towards the maintenance charges is less than the amount paid by the Purchaser/s then the Developer shall deposit the balance remaining amount to the Society Maintenance Account. The Purchaser/s, either individually or collectively with other unit Purchaser/s, shall not be entitled to question the Developer regarding the amount spent towards the maintenance. Also, it is made amply clear that the Developer will take care of the maintenance work for the initial period of 3 to 4 months out of the sums of such advance amount and upon the hand over to the society/ collective body of the Unit Purchaser/s the maintenance work shall be taken care of by such society/ collective body out of the sums of such advance amount.

- ii. It is hereby agreed that the Developer shall maintain the scheme only out of the advance received from the unit Purchaser/s.

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iii. The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or non-payment by the Purchaser/s.

iv. It is specifically agreed between the parties hereunto that the Developer is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, Units, units etc. in the project.

v. Till a separate electric meter or a water meter/water line is installed/allotted by the MSEDCCL/P.C.M.C. and any other Local Authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water charges and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Unit failing which the Developer shall not be responsible for supplying electricity and water until the concerned department installs the electricity and water meter/water lines.

vi. It is specifically agreed between the parties hereunto that the Developer shall be entitled to use the aforesaid maintenance charges for payment of water tankers, in case of insufficient water supply from the Local Authority. The Developer shall not be responsible to bear such expenses.

vii. It is further agreed between the parties hereunto that the Unit Purchaser/s or the Ultimate Organization shall be responsible for maintaining all the common areas and amenities after the Developer discontinues the maintenance or handover the maintenance to the Ultimate Organization. Thereafter, the amenities provided by the Developer shall be maintained/managed by the Society/Ultimate Organisation under proper guidance by hiring skilled and professional personnel. The Developer shall not be responsible for any accident, injury or damage to any life or property during maintenance of the common areas and amenities due to improper practices by the Ultimate Organisation. The purchaser/s or the Ultimate Organisation shall appoint authorised agencies for AMCs where ever required and paint the structure with applying proper chemicals to the cracks which



may be developed due to natural climatic conditions every 3 to 4 years for betterment of society.

viii. The maintenance charges collected from the Purchaser/s shall be incurred on expenses/charges which are basically applicable for Gardens, Lobbies, Elevators, Fire Staircase, Entrance/Exit, External walls of Building, Parking Areas, installation of Central Services such as power light and things that are necessary for the maintenance, safety and existence of the society.

ix. That the charges mentioned below shall be borne by the Society Maintenance Amount collected from the Purchaser/s:

- a) AMC of lifts
- b) Wear and Tear charges
- c) Electricity charges for common area
- d) Service charges
- e) Other Misc. Charges
- f) Water charges/Water Tankers
- g) Generator back up running expenses
- h) Common area light fittings
- i) Lift work maintenance
- j) Tile cracking/breaking for the parking floors
- k) Security cabin, sliding gates, entrance gates and all light fittings in the society.
- l) Concrete road wear and tear due to excessive heat variations
- m) Paving blocks settling due to usage beyond prescribed uses
- n) All Electronic equipment.
- o) Fire Equipment maintenance and Servicing
- p) Garden, Common Hall etc.
- q) Transformer Services
- r) Housekeeping Charges
- s) Security Charges
- t) Common Electrical usage charges
- u) Wear and Tear as per orientation of the building where more damage is likely to happen due to climatic conditions
- v) Wear and Tear of play equipment
- w) Fading of colours due to climate
- x) Fading and damage to flooring and equipment due to external weather
- y) Gym equipment and common hall equipment provided
- z) Solar Water Heater
- aa) Storm water drains, Gutter Cleaning, Rain water harvesting, Pit cleaning, Bore well maintenance



- bb) Maintenance of water pumps
- cc) Improper handling of equipment by the person appointed by the Society
- dd) Any other equipment which shall be provided for common use of the Organization.
- ee) External Plaster/External Cracks/External Paint.
- ff) Building insurance if any.
- gg) Maintenance of swimming pool and its pump room

x. The services for the maintenance of the above-mentioned particulars are limited in nature. Any request for any additional services / maintenance would involve extra maintenance charges which will be charged separately to all Purchaser/s and shall be paid by the Purchaser/s separately to the Developer herein as and when demanded.

xi. It is specifically clarified that the various commercial units/shops located on the Ground & Mezzanine floor situated in the wing – (Mahada+ Commercial) shall have their separate electricity meter but they shall only have and use the water and drainage resource in common with the Residential Units and shall not be entitled to use any other amenities which are offered for use to the Residential units. The common amenities being offered for use to the Residential Units are restricted for the Commercial Units/Shops. Hence the maintenance charges for the commercial units/shops shall be levied accordingly. Further, the Purchaser/s of the Commercial units/ shops shall also contribute to the sinking fund of the society.

2. DEFECT LIABILITY:

- i. If within a period of five years from the date of handing over the Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Developer at his own cost within reasonable time thereof. Whereas any kind of defective workmanship shall have to be certified by a Registered Government Engineer.
- ii. In case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation





for such defect or charges in the manner as provided under the RERA Act.

- iii. Whereas defect liability for the period of 5 years from the date of receiving possession of the said Unit is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Developer at its own cost. However, the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses borne by the him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Developer such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes, water pumps will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Developer. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Developer herein may have shade variation and some natural cracks which are duly filled as per standard practices and the Developer herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that if there are any certain facilities such as, LED Lights, , Video Door Phones, Fans, False Ceiling etc. which are provided free of charge if any by the Developer to the Unit Purchaser/s, wherein any defect or subsequent malfunctioning with respect to such facilities shall not be rectified by the Developer and hence Developer is not in any way responsible for damage of the same.
- iv. The Allottee(s) shall not carry out alterations of whatsoever nature in the said flat 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/Kitchens as this may result in seepage of the water. If any of such work is carried out without written consent of the Promoter, the defect liability shall become void.





- v. Disclosure regarding manufacturer's warranty and regarding certain products:
 - a. The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc. Will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty. In case of any defect being pointed out to the Developer, then, the Developer alone shall have the right to decide whether any defect is manufacturing defect or not.
 - b. The word defect herein above stated shall not mean defects caused by normal wear and tear, negligent use of the said flat or the building(s) by the Allottee(s), abnormal fluctuations in the temperatures, abnormal heavy rains, damaged from natural calamity, defect caused due to any unauthorized change made by the Allottee(s) in the flat 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 Promoter then, the reflections of the same should be done either through maintenance amount or through individual account of the Allottee(s) as the case maybe.
 - c. The Developer specifically discloses that white goods/appliances run on electricity, are purchased from third party vendors and hence issues relating to its warranty, guarantee, defect, malfunction should be resolved by the Purchaser by contacting such Vendor directly. The Developer is not responsible for the same.
 - d. It is further clarified and agreed between the parties that where the manufacturer warranty ends before the defect liability period and such warranties are covered under the maintenance of the above flat/building(s), and the annual maintenance of the said flat/





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.

- e. The Developer also discloses that the laminates door being provided in the said Unit/s being derived from natural sources, may develop waviness, bubbles, natural bends or minor scratches, from 2 to 5 %. The Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof. Also, there may be a slight gap between the door panel and the flooring, which may vary from unit to unit based on working conditions; The Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- f. The Developer also discloses that there may be variation in the shade of the laminate in the said Unit/s vis-à-vis the sample flat due to non-availability at the time of handover this may occur due to lapse of intervening time. The Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- g. The Developer also discloses that as Granite being a natural stone there maybe variations in the color of the Granite stone in the said Unit/s vis-à-vis the sample flat, and some natural cracks which are duly filled as per standard practices. The Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- h. The Developer also discloses that the Developer has provided the best quality tile grout in the Unit/s. The tile grout may reflect a change in colour or may erode, with passage of time including due to mopping and the same is very much natural. The Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- i. The Developer also discloses that the tiles provided in the said Unit/s may have minor chipping at the edges or may have slight bends which are present right from time of manufacturing since the product is made of hard surface. The Developer is not responsible for the



same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.

- j. The Developer also discloses that the Granite stone may sometimes reflect minor cracks as it is derived from natural sources. In such case, the Developer will fill such minor cracks by use of adhesives and the usage of the same does not adversely affect the sturdiness of the Granite. The Developer shall not replace such Granite stone. The Developer is not responsible for the development of cracks in the Granite stone and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- k. The Developer also discloses that the Developer has provided the best quality oil paint in the Unit/s, however, if the said paint/s including those on the fabricated grills & railings, fades or becomes rusty or peels off at sporadic places, due to constant fluctuations in natural climatic conditions&/or drastic climate changes, then, the Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- l. The Developer also discloses that the external plaster, being exposed to the rough elements of the weather, may develop damp patches. Within the period of the first year the same shall be attended to by the Developer using the maintenance funds. From the second year onwards, the same shall be attended to by the Society using the maintenance funds without recourse to the Developer. Additionally, it is made amply clear that damp patches may develop in certain parts of the internal plaster due to seasonal weather conditions and the same is not the responsibility of the Developer and the Purchaser/s shall not agitate in respect thereof.
- m. The Developer also discloses that the building expansion joints are not supposed to be filled, as per the structural design code, hence during rainy season, water may seep into it (parking areas)/ out of it. The Developer is not responsible for the same and the Purchaser/s accepts the same and shall not agitate in respect thereof.





- n. Once the checklist is satisfactorily signed by the Unit Purchaser/s, (At The Time of Handover of said unit)then, the same shall be considered as final and binding upon such Purchaser/s. Further, the Developer is not responsible for any of the matters outside the purview of the checklist.
- vi. The Developer herein by spending huge amount providing high quality specifications in the Said Unit and for the buildings which are under construction on the Project Land which Developer herein is constructing, hence Purchaser/s / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and shall ensure safety and stability of the structure of the building/s . Purchaser/s are advised not to open the instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the Said Unit or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Unit because wires will not take additional load and such act will be amount to be breach of condition of this transaction. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.
- vii. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer themselves and shall not mean defects caused by, normal wear and tear, negligent use of the said Unit or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity, Fluctuations in electricity lines, etc.
- viii. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said Unit or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in





seepage of the water. If any of such work is carried out without the written consent of the Developer, the defect liability shall become void.

- ix. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the Unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

3. TDS

Responsibility of paying TDS has to be taken care by purchaser/s That any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the law while making any payment to the Developer under this Agreement shall be acknowledged/ credited by the Developer, only upon Purchaser/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Unit, if any such Certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such Certificate within 4 months of the Possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s. It is further agreed by the parties, that in case the Purchaser fails to deposit the amount of TDS, and if any penalty is imposed upon the Purchaser for the same, the Developer shall not be held liable / responsible.

4. OTHER CONDITIONS:

- i. The Purchaser/s is/are well aware of the building plan sanctions received by the Developer herein as well as proposed sanctions which is to be received in future against balance FSI/TDR to be purchased/paid FSI or

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Future Premium/Extra FSI received from Local Authorities. Whereas the Purchaser/s is/are also aware of the Specifications and Amenities to be provided by the Developer in said Project and the same shall be as per the details attached and the Specifications hereunder mentioned in **Schedule II**. That the developer is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Developer have not given any verbal commitments to the Purchaser/s herein. The Purchaser/s confirms that he/she/they will not demand any changes of whatsoever nature in the said Unit/Unit which the Purchaser/s intends to book. The Purchaser/s herein is/are aware that the brochure provided by the Developer is a replica of the proposed project and whereas the actual project will be as natural as it should be. The Purchaser/s herein has/have been clearly communicated about the instalments of payment to be done as per the Schedule herein written.

- ii. The Purchaser/s is/are aware that the Developer herein has designed some parking spaces in the said project which includes covered/semi covered/parking spaces under the building and parking spaces in some side margins of the buildings, all of which form part of the common areas of the society and are provided/allowed to use free of cost to the Purchaser/s.
The dimensions of the said parking spaces would be designed as per standard medium sized sedan cars, However, due to columns of the buildings there may occur some problem in some of said parking spaces, whereby the Developer shall not be held responsible for the same and the purchaser/s shall not claim any compensation or create any dispute with respect to the same as the Purchaser/s is/are well aware that the Developer has not charged any amount for the same.
- iii. The Purchaser/s is/are also aware that the Amenities provided in the said project will be constructed simultaneously with construction of sanctioned Floors, however said Amenities shall be included in Common Areas and Amenities for the entire project (i.e., for existing building plan sanctioned and or proposed building plan sanctions)
- iv. That the Purchaser/s shall be liable to pay Stamp Duty and Registration Fees to the State Revenue Department. The Developer shall provide

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guidance in paying the said Stamp Duty and Registration Fees. However, in case, the Purchaser is not satisfied and wants to cancel the booking/Agreement then, subject to the deductions mentioned herein, the Purchaser/s herein shall be liable to receive only the amount paid by him/her/them out of the Consideration Amount/Agreement Value. Whereas the Purchaser/s alone shall be liable to approach to the concerned Authorities for refund of Stamp duty and Registration paid by him/her/them and the Developer herein shall not be in any way responsible for the same.

- v. The Purchaser/s is/are aware that the Developer will be applying for Water connection on behalf of the Society to the Municipal Corporation after receiving Completion Certificate (as per rules of Pimpri-Chinchwad Municipal Corporation). However, the authority to sanction the application for waterline lies with Pimpri-Chinchwad Municipal Corporation as per its terms and conditions and whereas the supply of water by concerned Authorities shall be supplied as per daily schedule of Pimpri-Chinchwad Municipal Corporation and therefore The Developer shall not be held responsible for the supply of water or low pressure of water. As per the undertaking given to PCMC, if the PCMC fails to provide water supply, then, the same is to be provided by the Developer till time there is sufficient supply from PCMC, accordingly, the costs for procuring such water supply shall be taken by the Developer from the collected maintenance funds from the unit purchasers. The Developer will not be responsible to provide the water supply, be it through water tanker or otherwise, out of his own funds.
- vi. The Developer herein assures that he will drill some bore wells in the Society Premises for utility usage. However, the Developer shall not be held responsible if the water table goes down due to natural climatic conditions. The Purchaser/s is/are aware that if shortage of water occurs, the Society is responsible for arranging water tankers and the expenditure for the same shall be incurred by the Society. Further, if the quality of water in the bore wells deteriorates due to any reason, then, the Developer shall not be held responsible for the same.



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The Developer assures that he would do all the necessary documentation on behalf of the Society for acquiring Electricity Connection which shall be provided by MSEDC. The Developer herein assures that he would obtain the sanction regarding the same before possession. However, the Purchaser/s shall not have any objection if it gets delayed by whatsoever reason (i.e technical reason, shortage of electricity meters with MSEDC etc.). If such situation occurs, the Purchaser/s herein is/are aware that he/she/they are required to obtain temporary connection from the meter of the Developer by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Purchaser/s. It is further agreed by the parties that the responsibility of the payment of bill raised by the MSEDC will be that of the Purchaser alone and in case of any doubt or query about the bill, the Purchaser shall co-ordinate and deal directly with MSEDC. The Developer will not be responsible for the same, for whatsoever reason.

- vii. The Developer herein is aware that he is required to provide Drainage line to the Society which shall be connected to drainage line of Pimpri-Chinchwad Municipal Corporation, and the same shall fall under the terms and conditions of Pimpri-Chinchwad Municipal Corporation. However, if the PCMC drainage line is delayed due to the adverse act of the Developer, in such case the Developer shall build a temporary Septic Tank for the society at its own cost.
- viii. The Purchaser/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.
- ix. It is specifically understood that the brochure/s published by developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a Unit, vegetation and plantation shown around the building, scheme, vehicles etc. to increase the aesthetic value only and are not facts. Further it is specifically understood that the Furniture, Soft Furnishings or any other decorative items shown in Show Flat is only for the purpose of idea to the Purchasers and will be not part of actual unit. These specification/amenities are not agreed to be developed or provided.





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- x. The Purchaser/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 Purchaser/s shall have no objection/ complaints whatsoever on the account.
- xi. The Purchaser/s is/are aware that there may be some down take lines such as drainage line, drinking water line, rain water harvesting, piped gas, etc which may appear to be hanged above his/her/their parking and the Purchaser/s have no objection/complaints with respect to the same.
- xii. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation / Unit / 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.
- xiii. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the accommodation / tenements in the building/s all the powers, authorities and right of the accommodation to Purchaser/s herein shall be always subject to the Developer's over all right to dispose of unsold Units and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold Units / tenements / units the Developer 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 Developer or the new incoming Purchaser/s be liable and required to pay any transfer charges, premium, etc.
- xiv. The Purchaser/s authorizes and empowers the Developer to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Unit in the name of Purchaser/s, Municipal Assessment of the said Unit in the name of Purchaser/s. The Purchaser/s undertakes to bear all the expenses at actual for the same, as levied by the Competent





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Local Authority for entire financial year, even if the possession of the said Unit is taken later.

- xv. The Purchaser/s understands that the work of the development and construction on the Project Land by the Developer may continue even after grant of possession of the said Unit to the Purchaser/s. The Purchaser/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.
- xvi. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of Building/s or a part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/them and that all common, area and facilities as described in **Schedule-III** herein below will remain the property of the Developer until the conveyance.
- xvii. Any delay tolerated or indulgence shown or commission on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Developer.
- xviii. The Developer has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this Agreement.
- xix. The Purchaser/s herein represents, assures and declares that neither the Purchaser/s nor the members of the family are debarred or disentitled to acquire the said Unit under any statute, notification, and rule for the time being in force.
- xx. The Purchaser/s herein is/are aware of the fact that the Developer herein has entered or will enter into similar or separate agreement/s with several other person/s and party/s. The Purchaser/s has/have/given his/her/their irrevocable consent for the same.

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

xxii. The Developer herein may be constructing the building/s on the Project Land in phases and Purchaser/s herein undertakes not to raise any objection on any ground whatsoever and shall not obstruct the construction in any manner.

xxiii. The Developer shall have a first charge and/lien on the said Unit in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement. The Purchaser/s shall not part with the rights, title or interest created in the favour of the Purchaser/s vide these presents, unless and until the entire contractual dues mentioned herein, are paid by the Purchaser/s to the Developer.

xxiv. The Developer shall be entitled to allot by way of lease or license a portion of the Project Land to any Government / Semi Government / Local authority / MSEB 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 Purchaser/s shall not be entitled to raise any objection or grievance about the same.

xxv. The Purchaser/s is/are fully aware that, if applicable as per MHADA, the Developer may have to construct some units in the project for MHADA and the Occupants/Purchaser/s of the MHADA units shall be member of the Society formed by the Developer for the entire project. Also the Occupants/Purchaser/s of the MHADA units shall be entitled to use and enjoy all the common areas and amenities provided by the Developer. The Occupants/Purchaser/s of the MHADA units shall be liable to bear necessary maintenance charges along with the other Unit/Unit Purchaser/s.

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xxvi. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the Said Unit by the Developer to the Purchaser/s herein, it will always be presumed that, the developer had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Purchaser/s herein will be member in respect of the Said Unit, under the said agreement and as well as under The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Builder.

xxvii. The Purchaser/s or other tenement holders in the building(s)/Wing(s) or Ultimate Organization or its successors are not entitled to change the aforesaid Project / scheme name and remove or alter Promoter's name board in any circumstances.

xxviii. The Developer is only responsible for providing the roads within the boundary wall of the Project and not outside the Project walls. The Purchaser/s is made well aware that the road on the East side of the Project will be developed by the PCMC as per its development plans. The Purchaser/s shall not pressurise the Developer for the development of the same or to pursue the same at the PCMC office. However, the Developer, at its own option but not being obliged to do so, may do minor levelling work for such road till PCMC develops it.

xxix. To maintain the beauty and sanctity of the project, the purchaser/s as part of the collective body, shall strive earnestly to re-paint the buildings/ wings of the said project every 03 years and also strive earnestly to fill the cracks and crevices which may develop due to inclement weather conditions.

5. INVESTOR'S CLAUSE:

The Parties hereto confirm that the Purchaser/s has/have agreed to Purchase the said Unit as an Investor and hence the Purchaser/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount





already paid of these presents in the event the Purchaser/s resells the said Unit to a subsequent Purchaser/s. That as per the amended provisions of the Maharashtra Stamp Act 1958, the Investor Unit Purchaser is entitled to the Stamp Duty benefit.

6. NAME OF THE PROJECT:

The name of the Project shall be "**Millennium Emirus**" and this name shall not be changed without the written consent of the Developer.

7. PROJECT FINANCE:

- i. The Purchaser/s hereby consent/s and authorize/s the Developer for raising any finance by way mortgage or the Project Land or scheme or any portion thereof, as and when so deemed necessary by the Developer.

- ii. The Purchaser/s may obtain finance from any Bank/Financial institution or any other source for purchase of the Unit, but the Purchaser/s obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the Purchaser/s ability or competency to obtain such finance and the Purchaser/s will remain bound by the terms of this Agreement. The Purchaser/s hereby agrees that in case he has availed any loan facility for the purchase of Unit, then upon execution and registration of Conveyance Deed in respect of the Unit, the original Conveyance Deed shall be received by the Developer on behalf of the Purchaser/s from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Unit in accordance with the terms of grant of the loan.

Thanking You


Authorized Signatory
(Mr. Sachin S. Kukreja)

