

Pink Topaz AOP

Exclusive Life Celebrating Homes

Pink Topaz,
Gat No. 81/2, Mouje Sangvi,
Sangvi Jhambul Road,
Vadgaon Maval, Pune 412106.
pinktopazpune@gmail.com
+91-9860 117 117

Date: 25.01.2023

DEVIATION REPORT WITH RESPECT TO AGREEMENT TO SALE

I, **MR. MANISH ISHWAR BHATEWARA** Member of **M/S. PINK TOPAZ AOP**, having its office at: Gat No. 81/2, Mouje Sangvi, Taluka Maval, District Pune promoter of the proposed project **PINK TOPAZ**, at Gat No. 81/2, Mouje Sangvi, Taluka Maval, District Pune do hereby declare that, there is following deviation from Agreement to Sale provided by MahaRERA as per Order No. 30/2022 dated 03.06.2022 & Revised Order No. 31/2022 dated 01.07.2022, in the following manner:

1. Following Points are edited by the Promoter in comparison of Model Format of Agreement to Sale and edited points are highlighted in Yellow colour:

Sr. No.	Point No.	Changed Point (Marked in Yellow)
1.	3	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.
2.	4	4.5 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. 4.6 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. 4.7 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. 4.8 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 flat, 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).
3.	8	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.



		8.5 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.
4.	15	15.2 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, abnormally heavy rains, damages 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 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 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/Kitchen 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 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. 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.
5.	19	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.



6.	22	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 flats and all other rights thereon it is specifically agreed between the parties hereto that for the unsold flats 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.
7.	27	27.2 The Allottee(s) hereby consent(s) and authorize(s) the Promoter for raising any finance by way of mortgage on the said land or project or any portion thereof, as and when deemed necessary by the Promoter. 27.3 The Allottee(s) may obtain finance from any bank/financial institution or any other source for purchase of the flat, but the Allottee(s) obligation to purchase the flat 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 flat, then in case of execution and registration of Apartment Deed in respect of the flat, 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 flat in accordance with the terms of grant of the loan.

2. Following points are newly added by the promoter in comparison of Model format of Agreement to Sale and newly added points are highlighted in Yellow colour:

Sr. No.	Point No.	Changed Point (Marked in Yellow)
1.	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 flat 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 'PMRDA' shall mean Pune Metropolitan Region Development Authority 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 subdivision 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 flat' is more particularly described in the Schedule II written hereunder. 1.11 'carpet area' of the said flat means the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said flat for exclusive use of the Allottee(s) but includes the area covered by the internal partition walls of the flat. 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 flat to the total carpet area of all the flats in the Project.
2.	2	INTERPRETATION: 1.1 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. 1.2 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. 1.3 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. 1.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. 1.5 Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form. 1.6 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. 1.7 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. 1.8 Reference to the word 'include' and 'including' shall be construed without limitation.



Let

		1.9 Any reference to the masculine, the feminine and the neutral shall include each other. 1.10 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.	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 favour of M/S. PINK TOPAZ AOP- COLLECTION A/c No. 9346589057, IFSC Code No. KKBK0001986, KotakMahindra Bank Ltd. Bhawani Peth, Pune Branch. 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.
4.	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 Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the instalments on the due dates, the Allottee(s) shall be bound and liable to pay interest at the rate of the State Bank of India's highest Marginal Cost of Lending Rate plus two percent on all the amounts which become due and payable by the Allottee(s) to the Promoter till the date of actual payment. Provided that in case the State Bank of India's marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which State Bank of India may fix from time to time for lending to the general public. 6.3 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.
5.	7	PARKING SELECTION: 7.1 The Allottee(s) in the present project have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected the parking and among themselves agreed that they shall get the said allotments confirmed from the Ultimate Organization which will be formed by them. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective units and shall be heritable and transferable along with respective units and shall not be separated from the units. Accordingly, if the Allottee(s) has/have selected for himself/herself/themselves parking, the same is stated in Schedule 'II' hereto. The Allottee(s) agree(s) that the Promoter has not done the said allotments and has not taken any consideration thereof and Promoter has given its consent for the same subject to the terms of this Agreement. The Allottee(s) further agree(s) that in case of disputes among themselves regarding the selection of the parking amongst themselves, the Promoter shall not be responsible for the same, in any manner whatsoever. 7.2 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. The



		Allottee(s) further agree(s) not to raise any objection in this regard, as the aforesaid arrangement is done on 'first come first serve' basis considering all practical issues on the site and the area available. 7.3 The Allottee(s) shall use the parking space, if selected, by him/her/them, only for the purpose for keeping or parking the Allottee(s) own vehicle, however the Allottee(s) shall not be entitled to park inside the project or in the said parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that 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 occupants 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.
6.	14	FIT-OUT: 14.1 The Allottee(s) shall take possession of the said flat within 15 days of the written notice from the Promoter to the Allottee(s) intimating that the said flat is ready for use and occupancy. Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the said flat 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 Flat/ Building including common areas and upon all material and debris being completely removed from the said Flat and 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 Flat and lock the flat and /or stop the supply of water and electricity, if provided.

14.6 All materials brought to the said Flat/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 be 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 flat 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 Flat 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 Flat/site forthwith and shall not allow such workman to re-enter the said Flat/site again. No workmen shall be permitted to stay in the said Flat/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 Flat.

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 flats 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 Flat/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 Flat, 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 all 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 Flat 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 flats, 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.
7.	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 flat, 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 & Service Tax Act, 2017 and rules & clarifications made thereunder from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee(s) herein for the transaction in respect of the said flat 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 flat,



		whichever is earlier, the proportionate share (i.e. in proportion to the carpet area of the said flat) 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. 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 flat 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 flat 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 flat 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.
8.	17	MAINTENANCE: 17.1 The Allottee(s) herein shall pay to the Promoter, an amount of Rs.6,000/- (Rupees Six Thousand Only) alongwith GST in advance towards temporary maintenance charges, prior to grant of possession of the said flat 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 flat in the project till the receipt of the Completion Certificate of the total project. 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 flats 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.
9.	18	PROVISION FOR WATER AND ELECTRICITY: 18.1 The Promoter will be applying to the concerned authorities for water connections for the project and electricity meter for the said flat 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.
10.	21	COMMON AND RESTRICTED AREAS: 21.1 The Promoter has ex-gratia provided the common areas and facilities appurtenant to the said flat. 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 off 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 flat 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.
11.	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 flat, 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/flat/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 flat in the name of Allottee(s), municipal Assessment of the said flat 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 flat 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 flat 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 flat or of building(s) or a part thereof. The Allottee(s) shall have no claim save and except in respect of the said flat 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 flat 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 flat 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 flats in the project for Maharashtra Housing and Area Development Authority and the Occupants/Allottee(s) of the such flats shall be member of the Ultimate Organization formed by the Promoter for the entire project. Also the Occupants/Allottee(s) of the such flats shall be entitled to use and enjoy all the common areas and amenities provided by the Promoter. The Occupants/Allottee(s) of the such flats shall be liable to bear necessary maintenance charges along with the other flat/flat 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).
12.	26	NAME OF THE HOUSING SCHEME: The name of the Project shall be "PINK TOPAZ" and this name shall not be changed without the written consent of the Promoter.
13.	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/- 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 flat 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



Pink Topaz AOP

Exclusive Life Celebrating Homes

Pink Topaz,
Cat No. 81/2, Mouje Sangvi,
Sangvi (Jambul Road),
Vadgaon Maval, Pune - 412106.
pinktopazpune@gmail.com
+91-9860 117 117

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 flat 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 flat with prospective buyers.

40.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat 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 stand 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 flat 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 flat.

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 stand 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 be 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.

Date: 25.01.2023

Signature



M/S. PINK TOPAZ AOP
Through its Member
MR. MANISH ISHWAR BHATEWARA