

Haresh P. Chheda

Chheda Bhuvan, Road No. 8, Daulat Nagar, Borivali (E), Mumbai - 400066.
Tel: 9821777191. Email: chhedabhuvan387@gmail.com

17.09.2022

DEVIATION REPORT WITH RESPECT TO MODEL COPY OF AGREEMENT

1. DEFINITIONS

- 1.1. "Act"** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2. "Agreement"** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the allottees;
- 1.3. "Allottee"** shall include the person who subsequently acquires the Apartment through sale, transfer or otherwise but does not include a person to whom the Apartment is given if applicable on rent;
- 1.4. "Allottee's Interest"** shall mean the interest payable by the Allottee to the Promoter at the rate of 2% above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- 1.5. "APARTMENT"** In case of a residential unit, shall mean the apartment having residential user permission from competent authority such as flat.
- 1.6. "Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, competent authorities and judgments and other requirements of any statutory and relevant body /authority;
- 1.7. "Approvals"** shall mean and include but shall not be limited to all sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, plans, and such other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from sanctioning bodies / authorities in respect of the buildings to be constructed on the said Property or any part or portion of the said Property;

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1.8. "Architect" shall mean a person registered as an architect under the provisions of the Architects Act, 1972;

1.9. "Authenticated Copy" shall mean a self-attested copy of any document required to be provided by the Promoter to the Allottee;

1.10. "The said Building" shall mean the building known as **"Chheda Bhuvan"** comprising of Stilt + 08 upper floors to be constructed by the Promoter on the said Property;

1.11. "Carpet Area" shall mean the net usable floor area of an apartment/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. It is clarified that the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment/Apartment and the expression "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment/Apartment, meant for the exclusive use of the allottee;

1.12. "Common Areas and Amenities" shall mean the areas, amenities and facilities intended for the common use of the Allottee/s of the residential apartments (and not for the use of the allottees of the Apartment units) and to be constructed as per the approved plans on the said Property and more particularly specified in **"Annexure F"** annexed hereto, alongwith the internal path/ road lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.

1.13. "Force Majeure Event" shall mean and include the following events / circumstances which jointly and/or severally, directly and/ or indirectly, impact/ impede the development activities that are intended to be carried out on the said Property:

1.13.1. war, civil commotion or Act of God;

1.13.2. Any notice, order, rule, notification of the government and/or public or competent authority/ court.

1.14. "FSI" / "TDR FSI/Base FSI/Fungible FSI/Premium FSI" shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;

1.15. "Internal Apartment Amenities" shall mean the amenities, fixtures and fittings listed in the Third Schedule proposed to be provided by the Promoter in the said Apartment;

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- 1.16. "Intimation to take Possession"** shall mean the written intimation that shall be given by the Promoter to the Allottee/s to take possession of the Apartment within a period of 30 (thirty) days from the date of the Promoter intimating the Allottee to take possession;
- 1.17. "Parking Space"** shall mean parking space as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottee which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements;
- 1.18. "Plans"** shall mean the drawings, plans, layout and such other specifications as approved and sanctioned by the MCGM and other concerned statutory bodies and authority/ies in respect of the Project from time to time together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the authorities in respect of the Project;
- 1.19. "Project"** shall mean the proposed construction and development on the said Property;
- 1.20. "Possession Date"** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of Apartment, whichever is earlier;
- 1.21. "Promoter Interest"** shall mean the interest payable by the Promoter to the Allottee at the rate of 2% above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;
- 1.22. "Structural Engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force.

2. CONSTRUCTION OF THE PROJECT

- 2.1. The Promoter shall provisionally construct the said building comprising of Stilt + 08 upper Residential floors on the said Property, as per the building plans sanctioned under I.O.D. No. **P-9603/2021/(2739)/R/C Ward/Eksar(RC)/IOD/1/New** with a provision to construct the said new Building in accordance with the plans, designs, specifications approved by the concerned local authority from time to time and which have been seen and approved by the Allottee/s.

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- 2.2. It is agreed by the Allottee/s herein that the Promoter is constructing a Building known as **“Chheda Bhuvan”** on the said Property (hereinafter referred to as **“the said Building”**) in accordance with the plans, designs and specifications approved by the MCGM and other concerned local authorities as above stated and which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time.
- 2.3. It is agreed by the Allottee/s herein that the Promoter is constructing the said Building on the said plot in accordance with the plans, designs and specifications approved by the MCGM and other concerned local authorities as above stated and which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time.
- 2.4. The Allottee/s has/ have prior to the execution of this Agreement satisfied himself/ herself/ themselves about the title of the Promoter to the property. The Allottee/s/s shall be deemed to have purchased the said Flat on the conditions set out in the recitals above and to have accepted the title thereto.

3. PURCHASE OF THE PREMISES AND SALE PRICE

- 3.1. The Allottee/s hereby agree to acquire Flat No. _____ on _____ floor of the said Building admeasuring _____ sq. m. (_____ sq. ft.) (carpet area) as defined under Real Estate (Regulation & Development) Act, 2016 (**“said Apartment”**), more particularly described in the Second Schedule and Car Parking No. _____ hereunder written at or for the lump sum price of Rs. _____ / (Rupees _____ only). The parties hereto agree and accept that if the carpet area of the said Apartment is reduced/ increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee shall be bound to accept such reduced/ increased area and shall not complain or demand compensation for such reduced/ increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Allottee to the Promoter or vice-a-versa by taking into account the Sale Consideration for the said Premises. The Allottee/s has/have ascertained the said area. The Allottee/s shall have no claim over limited common area save and except as expressly granted. The Allottee/s has/have seen approved and accepted the amenities provided in the said premises prior to execution of this Agreement.

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- 3.2. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities as listed in the third schedule and the Allottee/s confirms that the Promoter shall not be liable to provide any other specification, fixture, fittings and amenities in the said premises. The Promoter shall endeavor to provide the amenities of the same specifications as stated in the annexure. However, in the event amenities of the said specifications are not available in the market, the promoter shall provide amenities of similar brand /quality as the circumstances may permit or their near substitutes at promoter's discretion.

4. ALLOTMENT OF PARKING

- 4.1. The Promoter have represented and the Allottee/s are aware that the Promoter is entitled to allot Car Parking areas to various Allottees. It is agreed between the Parties, that the Parking Space shall be identified by the Promoter and a letter to that effect shall be issued by the Promoter.
- 4.2. The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the parking space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event action/claim/dispute is sought by the Allottee or his heirs, executors, administrators or assigns against the Promoter.
- 4.3. The Allottee agrees that the car parking space would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc.

5. PAYMENTS

- 5.1. The Allottee/s hereby agrees/s to pay to the Promoter the said purchase price of Rs. _____ (Rupees _____ only) subject to deductions of Income Tax at source (TDS) under the applicable law. The Allottee/s has paid a sum of Rs. _____/- (Rupees _____ Only) being the non refundable earnest money on or before execution of this agreement as advance payment and hereby agrees to pay to the promoter the balance amount of Rs. _____/- (Rupees _____ only) excluding the applicable taxes and levies in the following manner:

Sr. No.	Particulars	%	Amount
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	TOTAL AGREEMENT COST		
	On Booking of Appartment	10	
1.	Upon execution of this Agreement	13	
2.	On Completion of the Plinth.	20	
3.	On Completion 1 st Slab	3	
4.	On Completion 2 nd Slab	3	
5.	On Completion 3 rd Slab	3	
6.	On Completion 4 th Slab	3	
7.	On Completion 5 th Slab	3	
8.	On Completion 6 th Slab	3	
9.	On Completion 7 th Slab	3	
10.	On Completion 8 th Slab	3	
11.	On Completion 9 th Slab	3	
12.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	6	
13.	On Completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building	6	
14.	On Completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.	6	
19	lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paying of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building	6	
	at the time of handing over of the possession of the Apartment to the	6	

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	Allottee/s on or after receipt of occupancy certificate or completion certificate.		
	Total	100%	

- 5.2. The Installments of the Total Sale Consideration payable by the Allottee to the Promoter as stated above shall be paid by way of cheque/ demand draft drawn/ pay order/ wire transfer/ any other instrument drawn in favour of **HARESH POPATLAL CHHEDA** Account No. **7235991243** opened and maintained by the Promoter with Indian Bank. (hereinafter referred to as '**the Designated Account**').
- 5.3. The Promoter shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws.
- 5.4. In addition to the Sale Consideration, and all amounts payable under this Agreement, the Allottee shall bear and pay Goods and Services Tax (S-GST/C-GST) or any other new taxes or any taxes under any nomenclature including without limitation, if and as and when applicable, any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee to the Promoter along with and in addition to each installment or as may be demanded by the Promoter.
- 5.5. The Allottee/s agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Promoter.
- 5.6. The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.
- 5.7. The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any

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ground or revokes the loan already granted. Further, if any bank/financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay an excuse for non-payment of any installments / dues to Promoter within stipulated time as per the payment schedule herein above.

- 5.8. The aforesaid payments shall be made by the Allottee within 7 (seven) days of Notice in writing by the Promoter to be given as herein mentioned. Time as to payment shall be of the essence and if the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate Notwithstanding anything contained anywhere else in this Agreement, the Promoter shall not be obliged to handover possession of the said Premises unless and until receipt of all amounts under this agreement by the Promoter.
- 5.9. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause herein, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of the instalment(s) of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fail to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s; and (ii) the Promoter shall forfeit the entire earnest money (iii) be entitled to adjust and recover from the Allottee/s (a) Earnest money (b) liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (c) brokerage fees (d) all other taxes

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and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee/s provided the Allottee/s come forward to execute and register the Deed of Cancellation of this Agreement. The stamp duty, registration fee and other costs and expenses of the Deed of Cancellation shall be borne and paid by the Allottee/s entirely. The Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee /s being a signatory thereto and the Allottee /s will not raise any objection or dispute in that regard. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter or the said Apartment after Deed of Cancellation.

6. INTERNAL APARTMENT AMENITIES AND COMMON AREAS AND AMENITIES

- 6.1. It is agreed that the Apartment shall be of R.C.C. structure with light weight blocks with gypsum plaster only. Further, the proposed carpet area of the Apartment would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column etc.
- 6.2. The Internal Apartment Amenities to be provided in the said Apartment and the materials to be used in the construction of the said Building and the specifications thereof are those as set out in Third Schedule and the Allottee shall satisfy himself/ herself/ themselves about the same before taking possession of the said Apartment.
- 6.3. The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in **Third Schedule**. Further, the Allottee confirms that the Promoter has full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the fixtures and fittings by the Promoter in the Apartment provided such fixtures and fittings are of similar use and nature.
- 6.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself in respect of the Internal Apartment Amenities.
- 6.5. With regard to the Common Areas and Amenities which are described in “Annexure – ‘F’

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annexed hereto, it is agreed that:

- 6.5.1. The Allottee will not have any right, title, interest etc. in respect of the Common Areas and Amenities;
 - 6.5.2. The Promoter shall hand over the Common Areas and Amenities to a proposed Society which will be duly registered;
 - 6.5.3. The Allottee hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the unsold Apartments together with proportionate rights in the common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities as per the approved plan, in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee or any other person.
 - 6.5.4. The Allottee confirms that the aforesaid recreational facilities are available only for the use and enjoyment of the holders of various residential apartments in the said Building.
- 6.6. The Allottee hereby covenants to exercise his/ her/ their right consistently with the rights of the other prospective allottees and undertakes not to do any act, matter or thing which would affect/ prejudice the right of the other allottees to their respective apartment/Apartments including the Common Areas and Amenities, etc.
- 6.7. The Common Areas and Amenities to be provided in the Project shall be used by both the residential allottees of Free Sale Portion, said owners and the existing tenants.

7. PROJECT COMPLETION

- 7.1. The Project shall be deemed to have been completed on the Promoter obtaining the Occupation Certificate. The Promoter shall endeavor to complete the construction of the Project by _____ plus 6 months grace period subject to Force Majeure Events.
- 7.2. In the event the Promoter fails to complete the construction of the Apartment and procure Part Occupation Certificate in respect thereof and give Intimation to take Possession to the Allottee within the period of project completion date, subject to Force Majeure Events, then in that event the course of termination mentioned herein below shall follow as per the provisions of law.
- 7.3. If the Promoter fails or neglects to offer possession of the Premises to the Allottee(s) on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Allottee(s) shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 45 days from the receipt of such notice, refund to the Allottee(s) the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Allottee(s) as installments in part payment in respect of the

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Premises along with such interest at the rate as may be applicable under or specified hereunder from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid, excluding taxes. In case, the Allottee/s wish to continue with the said Project even after delay in handing over possession, the Promoter shall pay interest to the Allottee/s as per the provisions of law.

- 7.4. In case if by reason of ongoing Covid 19, pandemic the RERA authorities grant any extension of time for completion of the Project then in that case such extension shall automatically apply to the Apartment and the Project and the date of completion of the Apartment and the Project as stated hereinabove shall stand extended accordingly.

8. FORCE MAJEURE

- 8.1. The Promoter shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Buildings is delayed on account of Force Majeure Event as mentioned in Clause 2.13.
- 8.2. Upon a Force Majeure Event arising, the Promoter shall automatically be entitled for an extension of time period for completion of the Project and such extension of time period for completion shall be binding on the Allottee/s unconditionally.

9. HANDOVER AND POSSESSION

- 9.1. The Promoter shall upon receiving the Occupation Certificate of the said Apartment give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of receipt of the Intimation to take Possession.
- 9.2. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above and shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.
- 9.3. It is agreed that, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her /them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.
- 9.4. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the "**Possession Date**" and all obligations of the Allottee related to

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possession of the said Apartment shall be deemed to be effective from the said Possession Date.

- 9.5. It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment and the said Buildings including maintenance charges, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary for the use of the Common Areas and Amenities.
- 9.6. In case the infrastructure facilities are not in place at the time of handing over of possession of the Apartment by reason of any delay on the part of the government and /or any reason which delay is beyond the control and scope of Promoter, the Allottee shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the Apartment.
- 9.7. The Promoter has made it clear to the Allottee that the Promoter may after handing over of the said Apartment, carry out extensive development / construction activities in the Project which includes the area around the said Building in which the Apartment is located and that Allottee has confirmed that he/ she shall not raise any objection or make any claim for compensation from Promoter on account of inconvenience, if any, which may be suffered by him/ her/them due to such development/ construction activities or incidental/ related activities.
- 9.8. The Allottee shall check all the Internal Apartment Amenities before taking possession of the same. Thereafter, the Allottee shall have no claim against the Promoter in respect of any item of work in the Apartment or in the said Building which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans and/ or specification and/or this Agreement and/or otherwise howsoever in relation thereto.
- 9.9. The Allottee shall before delivery of possession of the said Apartment as mentioned above, deposit the following amount with the Promoter-
- i) Rs.700/- for share money, application entrance fee of the Society;
 - ii) Rs._____/ - for development charges;
 - iii) Rs.7,500/- for legal charges;
 - iv) Rs._____/ - for Society formation;
 - v) Rs._____/ - for deposit towards water, electricity and other utility and services connection charges;
 - vi) Rs._____/ - for deposit towards provisional monthly contribution towards outgoings of the Society for ____ months as applicable for proportionate share of taxes and other charges/levies in respect of the Society;
 - vii) Rs._____/ - for Corpus Fund;
 - viii) Rs._____/ - for Gas Connection

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- 9.10. The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee(s) in respect of the above amounts deposited by the Allottee(s) with the Promoter.

10. DEFECT LIABILITY PERIOD

- 10.1. The provisions of the Act mandate a defect liability period of 5 (five) years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.
- 10.2. The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall hand over to the proposed Society the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party contractors /vendors.
- 10.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party contractors / vendors, then in that event the wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided However, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Wings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability-obligation of the Promoter shall automatically become void and shall not be binding on the Promoter and all consequences relating to such defect and remedying thereof shall be to the account of the Allottee. The word defect here means only the manufacturing and workmanship defect's caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the allottees /occupants, vagaries of nature etc.
- 10.4. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter) are not done/renewed by the proposed Society, the Promoter shall not be responsible for any defects occurring due to the same.
- 10.5. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/ Building includes minor hairline cracks on the external

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and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

11. USE AND OCCUPATION

- 11.1. The Allottee shall use the Apartment only for residential purpose as per the respective user permission. The Allottee agrees, records and confirms that the car parking space is only for the purpose of keeping or parking of the Allottee's own vehicle. The parking space is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc.
- 11.2. The Allottee hereby covenants that the Allottee shall not use the Apartment for the purposes of hospitals, nursing homes, warehouses, flourmill, hotels (lodging/boarding), liquor Apartments, butcher Apartment (dealing in chicken/ mutton/ fish/ beef/ pork/) and marriage hall unless allowed by the Promoter.
- 11.3. In an event of increase in any local taxes, water charges, insurance and such other levies that are imposed by the concerned Local Authority and/or Government on account of change of user of the Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.
- 11.4. Within 30 (thirty) days after the Intimation to take Possession is given by the Promoter to the Allottee or on the date of possession taken by the Allottee, whichever is earlier, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Apartment) of outgoings in respect of the said Apartment, the said Building and the Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Apartments, the said Building and the Project.
- 11.5. The Allottee shall be liable to pay the interest, penalty or charges that may become payable on account of any delay in payment towards the taxes and outgoings.
- 11.6. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas, telephone, internet, DTH and other bills for the Apartment and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately.

12. FORMATION OF SOCIETY

- 12.1. The Promoter shall complete the process of formation of the Society. The Purchasers agree and undertake from time to time to sign and execute the application for the

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formation and registration of the Society including the bye-laws of the proposed society within Ten days of the intimation by the Promoter. No objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchasers shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and the Purchasers of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchasers shall ensure that as and when the Promoter shall so require the Co-operative society shall pass the necessary resolution confirming the right of the Owners/Promoter as aforesaid to carry out additional construction work on the said Building and structures on the said Property and also confirming the right of the Promoter to sell on ownership basis other premises in the building to be constructed on the said Property.

- 12.2. In the event of the said Society formed and registered before the sale and disposal by the Promoter of all the premises in the said Building as also the completion of construction of additional structures and/or sale and disposal of premises in the said building on the said Property and/or the additional structures, the powers and authority of the society and the Purchasers of the premises therein shall be subject to the powers of the Promoter in all the matters concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Promoter/Vendors shall have absolute authority and control as regards any unsold premises and the sale thereof. As aforesaid the right of the said Society shall be confined only to the said building and the surrounding land (as determined by the Promoter) and the Promoter shall have a right to complete the said Building and to sell and dispose of for their benefits all unsold premises in the said Building.
- 12.3. The Purchaser/allotee shall also pay to the Promoter/Developers various amounts as mentioned in this agreement, which the Promoter shall be entitled to utilize such amounts towards payment of taxes and other outgoings. In the event of the Purchasers making any default in payment thereof regularly as agreed to herein by him/her/them, the Promoter will have right to take legal action against the Purchasers for recovering the same. After the society as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society the Promoter shall handover the said deposit or the balance thereof to such Society.
- 12.4. The promoter after receipt of Full Occupation Certificate of the said Building and registration of the Proposed Society shall execute the conveyance of the structure of the said Building to the proposed Society.
13. **Conveyance to the Society :**
 - 13.1. Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Project, the Real Estate Project with the common areas, facilities and amenities shall be conveyed to the Society vide a registered indenture of conveyance. The Society

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shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone.

14. CREATION OF THIRD-PARTY RIGHTS

14.1. BY THE PROMOTER:

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in the said Apartment.

14.2. BY THE ALLOTTEE:

(i) Prior to the payment of the entire Consideration, the Allottee shall not transfer the registration, booking or allotment of the Apartment in favour of a third party without the prior written approval of the Promoter, who may at its sole discretion permit the same on payment of transfer charge and any other administrative charges as may be fixed by the Promoter from time to time, submission of inter alia affidavit/ undertaking / request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by Promoter, subject to clearing all the sums due and payable on the date of request. Further, the Allottee agrees and undertakes to execute/register the deed, document, agreement or writing as maybe requested by Promoter to record the transfer as mentioned hereinabove.

(ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.

(iii) The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter.

15. MUTUAL COVENANTS

15.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided the rein are only for the purposes of show casing the apartments and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc., as displayed in the said sample apartment, other than as expressly agreed by the Promoter under this Agreement.

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- 15.2. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc., payable in respect of such documents, shall be borne and paid by the Allottee/s alone.
- 15.3. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the proposed Society.

16. ALLOTTEE'S COVENANTS

- 16.1. The Allottee shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Promoter on the terms particularly stated herein.
- 16.2. The Promoter shall be entitled to materialize and take full advantage/benefit of the said Property as described in the First Schedule hereunder written by amending, modifying the building proposals from time to time for constructing the building/s and/or the additional floors and selling the same as per the provisions of RERA.
- 16.3. The plans of the said Buildings are tentative in nature and subject to change and the Promoter so long as they are permitted by the MCGM or other Authorities, for all times in future, shall be entitled to amend and/or modify any of the approved Plans and/or the Common Areas and Amenities so as to exploit the full commercial potential of the said Property and the Promoter shall carry out the construction and complete such construction and sell the Apartments in the said Buildings. Any changes or amendment in plans shall be carried on by the Promoter as per the provisions prescribed under RERA.
- 16.4. The Promoter shall be entitled to consume such F.S.I. as may be available in respect of the said Property or any part thereof or otherwise on the said Property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoter may think fit and proper.
- 16.5. Under this Agreement, the Promoter has agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee shall always be in respect of the Apartment only and such right will accrue to the Allottee only on the Allottee making payment to the Promoter of the Consideration as also all amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and covenants herein contained.
- 16.6. The Allottee shall not do or suffer to be done anything in or to the said Building, Apartment, additional areas, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the Apartment itself or any part

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thereof and to maintain the Apartment at the Allottee's own cost in good repair and condition from the date on which the Possession Date. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.

- 16.7. The Allottee shall not store anything in the refuge floor nor store any goods in the Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- 16.8. Not to change the user of the Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 16.9. Not to carry out / undertake any such acts that shall result in any defect/s in the Apartment or Wing or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be responsible for the same and towards the other aggrieved allottees in the Project.
- 16.10. Not to demolish or cause to be demolished the Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof and keep the portion, sewers, drains, pipes in the Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- 16.11. Not to delay/default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- 16.12. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the

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Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc.

- 16.13. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the said Property and the said Building.
- 16.14. Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment, said Building or the said Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.
- 16.15. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the said Building nor litter or permit any littering in the common areas in or around the Apartment and/or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Apartment and/or the said Building.
- 16.16. Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, waterline, compound gate, lifts, automation system if any, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the said Building;
- 16.17. Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Buildings;
- 16.18. Not to use the open places, terrace, stilt/basement (if any) in the said Building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;
- 16.19. Not to park at any other place and shall park all vehicles in the allotted/designated parking spaces only as may be earmarked and prescribed by the Promoter;
- 16.20. Shall not do or permit or suffer to be done anything in or upon the Apartments or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference

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with the operations, enjoyment, quiet or comfort of the occupants of adjoining Apartments or the neighborhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining Apartments of the said Building and the Allottee shall not hold the Promoter so liable.

- 16.21. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in the Common Areas and Amenities.
- 16.22. Shall never in any manner enclose any flowerbeds/ pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all times. The Promoter shall have the right to inspect the Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the Apartment to its original state.

17. RIGHTS OF THE PROMOTER:

- 17.1. The Promoter shall have irrevocable, unconditional and unfettered right and be entitled to and the Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Apartment to view and examine the state and conditions thereof. The Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Apartment or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the Apartments in the said Building in respect whereof the allottees of such other Apartments, as the case maybe, shall have made default in paying his share of taxes, maintenance charges etc.
- 17.2. The Promoter shall have perpetual right to place on the conspicuous part of the building, its illuminated signboard for the purpose of marketing, advertisement etc. and the Allottee/s and/or Society should not object to the same.
- 17.3. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission/no objections for mortgaging the Apartment or creating any charge or lien on the apartment/ Apartment and notwithstanding the mortgages/ charges/ lien of or on the Apartment, the Promoter shall have first and exclusive charge on the Apartment and all the right, title and interest of the

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Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoter under this Agreement or otherwise.

- 17.4. The Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances in respect of the apartments forming part of the Promoter Free Sale Portion in the Building.

18. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

- 18.1. The Allottee represents and warrants that:

- 18.1.1. The Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to the Promoter;
- 18.1.2. He/ She/ they has/ have not been declared and/ or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case maybe;
- 18.1.3. no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;
- 18.1.4. none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- 18.1.5. no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/them;
- 18.1.6. no execution or other similar process is issued and/or levied against him/ her/ them and/or against any of his/ her/ their assets and properties;
- 18.1.7. he/ she/ they is/ are not of unsound mind and/or is not adjudged to be of unsound mind;
- 18.1.8. he/ she/ they has/ have not compounded payment with his creditors;
- 18.1.9. he/ she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence;
- 18.1.10. he/ she/ they is/ are competent to contract and enter into this Agreement as per the prevailing Indian Laws;

- 18.2. The Promoter considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement upon reliance of the same.

19. INDEMNITY

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-

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payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her representatives or any person/s visiting the Allottee or his/her family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Apartment and during the occupation, use and enjoyment of the said Building, the said Property and the Common Areas and Amenities.

20. NOTICE

- 20.1. All letters, circulars, receipts and/or notices issued by the Promoter dispatched under Certificate of Posting to the address known to them of the Allottee will be a sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge the Promoter. For this purpose, the addresses are as under:

Allottee: _____

Promoter: Chheda Bhuvan, Road No. 8, Daulat Nagar, Borivali (E), Mumbai 400066.

- 20.2. A notice shall be deemed to have been served as follows:
(i) if personally delivered, at the time of delivery;
(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.
- 20.3. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case maybe.
- 20.4. In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

21. STAMP DUTY AND REGISTRATION CHARGES

- 21.1. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and incidental to this Agreement shall be borne and paid by the Promoter alone in full. Any registration charges in accordance with the Indian Registration Act, 1908 shall be paid by the Allottee only. The Promoter will lodge this Agreement for registration with the Office of the concerned Sub- Registrar of Assurances at Mumbai latest within 1 (one)

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month from the date of its execution, and the Allottee shall attend the Sub-Registrar's Office and admit execution thereof, upon and after the Allottee informs the Promoter of the number under which it has been lodged for registration. In case of a Deed of Cancellation being executed, the stamp duty and the registration charges shall be payable by the Allottee alone. In case of the Deed of Cancellation, the Allottee alone shall not be entitled to claim the refund of the stamp duty amount paid in respect of the Apartment.

- 21.2. The Allottee shall pay the amount of GST and/or sales tax and/or vat levied, any other tax made payable on the sale of the said Apartment, by whatever name called and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the Apartment and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act, Goods and Services Tax and/or any other tax statute.

22. THE ALLOTTEE/S CONFIRM THAT:

- 22.1. That the new building is deficient in open space and MCGM will not be held liable for the same in future;
- 22.2. That he/ she/ they have no objection for the neighborhood development with deficient open space in future;
- 22.3. That he/ she / they shall not hold MCGM liable for failure of mechanical car parking system and car lift in future;
- 22.4. That he/ she / they shall not hold MCGM liable for proposed inadequate/ sub-sizes of rooms in future and complaints of whatsoever nature will not be made in future;
- 22.5. That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not be treated separately on the same plot by residents / occupants of the building in jurisdiction of MCGM.

23. MISCELLANEOUS

- 23.1. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of the said Property, hereditaments and Apartment or any part thereof or of the said Building thereon or any part thereof.
- 23.2. The Allottee confirms that the Allottee has visited and has physically seen the said Property and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Building or the Apartment.
- 23.3. The Allottee hereby declares that he/ she/ they has/have gone through this Agreement and all the documents related to the said Property and the Apartment and has expressly understood the contents, terms and conditions of the same and the Allottee after being

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fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

- 23.4. For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-

Promoter PAN: AEGPC3158M

Allottee's PAN: _____

24. DISPUTE RESOLUTION/ GOVERNING LAW

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

25. JURISDICTION

The appropriate Authority/Courts at **Mumbai**, as applicable, will have jurisdiction in the matter.

26. WAIVER

- 26.1. No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 26.2. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

27. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedule and Annexures hereto along with the

Haresh P. Chheda

Chheda Bhuvan, Road No. 8, Daulat Nagar, Borivali (E), Mumbai - 400066.

Tel: 9821777191. Email: chhedabhuvan387@gmail.com

payments due as stipulated in the payment plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Promoter.

28. Entire Agreement

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, the said Building or the said Property.

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made there under or under other Applicable Laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. FURTHER ASSURANCES

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

Haresh P. Chheda

Chheda Bhuvan, Road No. 8, Daulat Nagar, Borivali (E), Mumbai - 400066.

Tel: 9821777191. Email: chhedabhuvan387@gmail.com

(Description of the said Property)

ALL THAT piece and parcel of land or ground together with the Ground plus two storey structures standing thereon and known as "Chheda Bhuvan" earlier known as "Kishor Cottage" admeasuring 309 sq.mtrs. or thereabouts and the area of structure is 2,900 sq. ft. Carpet area, situated at Plot No. 86, of Daulat Nagar, Road No.8, Borivali (East), Mumbai 400 066 situated on land bearing Survey No.176-177, City Survey Nos.2739, 2739/1 and 2 admeasuring 309 sq.mtrs. or thereabouts, lying and being at Village Eksar, Taluka Borivli, Mumbai Suburban District.

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Description of the said Apartment)

Flat No. _____ on _____ floor, having RERA carpet area admeasuring _____ sq. m. (_____ sq. ft.). in the building known as "Chheda Bhuvan" along with _____ Mechanized / Stack/ Stilt Car Parking Space on the said Property described in the First Schedule hereinabove.

THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Internal Apartment Amenities)

1. Coloured Anodized Aluminum Sliding Windows with Clear Glass Panels.
2. Marbonite Flooring in the Living and Bed Rooms
3. Granite Kitchen Platform with Stainless Steel sink and colored Tiles above platform up to Beam bottom
4. Acrylic OBD Paint finished interiors and textured paint exteriors.
5. Jaguar / equivalent quality C.P. Fittings in Bathroom / Toilet.
6. Concealed Copper Wiring with Modular Switches.

SIGNED SEALED AND DELIVERED)
by the within named **Promoter**)
MR. HARESH POPATLAL CHHEDA (SHAH),)

Haresh P. Chheda

Chheda Bhuvan, Road No. 8, Daulat Nagar, Borivali (E), Mumbai - 400066.

Tel: 9821777191. Email: chhedabhuvan387@gmail.com

Photo	Signature	Left Hand Thumb Impression
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in the presence of.....)

SIGNED SEALED AND DELIVERED)

by within named **ALLOTTEE/S**)

Photo	Signature	Left Hand Thumb Impression
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In the presence of)

1.

2.

RECEIPT

Haresh P. Chheda

Chheda Bhuvan, Road No. 8, Daulat Nagar, Borivali (E), Mumbai - 400066.
Tel: 9821777191. Email: chhedabhuvan387@gmail.com

RECEIVED from the within named Allottee/s a sum of Rs. _____/- (Rupees
_____, Only), being the amount of part
consideration payable by him/her/them to us on or before the execution of this Agreement.

Rs. _____/-

I SAY RECEIVED

MR. HARESH POPATLAL CHHEDA (SHAH),

(PROMOTER)

For Haresh Popatlal Chheda

H. P. Chheda.

Proprietor