

9th August, 2024

To,
Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor,
Housefin Bhavan,
Plot No. C - 21, E - Block,
Bandra Kurla Complex, Bandra (E),
Mumbai 400051.

Re: Deviation Report with respect to model copy of Agreement for Sale for Project known as “[●]” being developed by Princecare Amaraa LLP.

Dear Sir/Madam,

This has reference to your order dated 12th August, 2022, bearing No. 35 of 2022 in respect of submission of format of the Agreement for Sale of the Project along with deviation report recording modifications to the Model Agreement for Sale. In view thereof, below is the deviation report in full for the Agreement for Sale:

Sr. No.	Clause of the Model Agreement for Sale.	Clauses in the Draft Agreement for Sale of Princecare Amaara LLP
1.	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ___ square meters only and Promoter has planned to utilize Floor Space Index of ___ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space	In Recital N, Page No. 4 to 5 of the Draft Agreement for Sale: The Floor Space Index (hereinafter referred to as the “FSI”) available as on date in respect of the Project Land is 6192.73 square meters only and the Promoter shall be entitled to avail 2956.06 sq mtrs by availing benefits under Regulation 33(12) of DCPR 2034 and Fungible FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control and Promotion Regulation 2034 (hereinafter referred to as the “DCPR”) or



A Kishore Chheda Enterprise

Princecare Amaraa LLP

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Eastern Express Highway,
Sion East, Mumbai - 400 022.

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	Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.	based on expectation of increased FSI which may be available in future on modification to Development Control Regulations (hereinafter referred to as “DCR”), which are applicable to the Project. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only;
2.		In Recital R, Page No. 6 of the Draft Agreement for Sale: The defect liability of the Promoter in respect of the Apartment or the New Building shall be as per what is stated in this Agreement. Further, it is clarified that the liability of the Promoter to remedy defects shall not extend to: (i) any such defects if the same have been caused by reason of the default and/or negligence of the Allottee (including the family members, servants, occupants, licensees of such Allottee) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the said Project; (ii) any such defects if the same



		have been caused by reason of any additions and alterations in any of the other apartments, fittings, pipes, water supply connections, air conditioning installation, modular kitchen or any of the erection (including flooring) in the Toilets/ Kitchen/Flat done by the Allottee (including the family members, servants, occupants, licensees of such Allottee); and (iii) any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the Apartment or the fixtures or fittings provided therein. The detailed terms and conditions agreed between the parties regarding the defect liability are more specifically set out in <u>Annexure "J"</u>.
3.	AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter	In Recital V, Page No. 7 of the Draft Agreement for Sale: On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter's Architects Messrs. [●] and of such other documents as are specified



	referred to as "the said Act") and the Rules and Regulations made thereunder;	under the said Act and the Rules and Regulations made thereunder. The Allottee shall not be entitled to further investigate the title of the Promoter and no requisition or objections shall be raised upon any matter relating thereto;
4.		In Paragraph No. 1, Page No. 8 of the Draft Agreement for Sale: The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and shall not form an operative part of this Agreement or schedules and shall be ignored in construing the same.
5.	(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No._____ of the type_____ of carpet area admeasuring_____ sq. metres on_____ floor in the building_____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). (ii) The Allottee has requested the Promoter for allotment of an open car	In Paragraph Nos. 2 & 3, Page No. 8 to 9 of the Draft Agreement for Sale: The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee apartment No. [●] admeasuring [●] square feet RERA carpet area on the [●] floor (hereinafter referred to as the "Apartment") of the New Building being constructed on the Project Land for the total consideration of Rs. [●]/- (Rupees [●] only) (hereinafter referred to as "Purchase Consideration") being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith; Further, the Allottee has requested the Promoter for allotment of an open covered car parking space(s) and the Promoter agrees to allot to the Allottee [●]car parking space(s) without consideration bearing No. [●] admeasuring [●] sq. mtrs., equivalent to



	parking space and the Promoter agrees to allot the Allottee the open car parking space without consideration bearing No. _____ admeasuring _____ sq. ft. having ____ ft. length x ____ ft. breadth . the consideration of Rs. _____ /-	[●] sq. ft. having [●] ft. length x [●] ft. breath x [●] ft. vertical clearance (hereinafter referred to as the “ Car Parking Space ”). The Apartment and the Car Parking Space are more particularly described in the Third Schedule annexed herewith.
6.		In Paragraph No. 5, Page No. 10 of the Draft Agreement for Sale. The Purchase Consideration shall be paid by the Allottee to the Promoter in installments specified in Annexure “K” after deducting therefrom TDS on each such installment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961.
7.		In Paragraph No. 5, Page No. 10 of the Draft Agreement for Sale The Allottee shall deposit TDS in the government treasury by furnishing Form No.26QB within 5 (five) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoter within 15 (fifteen) days from the due date for furnishing the Form No.26QB, so as to enable the Promoter to give credit to the Allottee for the same.
8.	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].	In Paragraph No. 7, Page No. 10 to 11 of the Draft Agreement for Sale The Purchase Consideration above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment and further excludes applicable GST at the



		relevant time, the proportionate lease transfer premium payable by the Promoter to the Municipal Corporation of Greater Mumbai (MCGM), or any other indirect taxes which may be levied, limited to the transaction of sale and purchase of the Apartment. It is clarified that the applicable GST is required to be paid by the Allottee together with each installment of the Purchase Consideration. It is further clarified that the proportionate lease transfer premium is required to be paid by Allottee to the Promoter at the time of taking over possession of the Apartment as per demand made by the Promoter.
9.	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.	In Paragraph No. 8, Page No. 11 of the Draft Agreement for Sale. The Purchase Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
10.	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The	In Paragraph No. 9, Page No. 11 of the Draft Agreement for Sale. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee as per Annexure "K", by discounting such



	provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	early payments at [●]% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
11.	The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & Rs.....for deposits of electrical receiving and Sub Station provided in Layout	In Paragraph No. 10, Page No. 11 to 12 of the Draft Agreement for Sale Further, the Allottee shall on or before delivery of possession of the Apartment keep deposited with the Promoter, the following amounts:- (i) Rs. [●]/-(Rupees [●] only) for share money, application entrance fee of Association of Apartment Holders. (ii) Rs. [●]/-(Rupees [●] only) for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. [●]/-(Rupees [●] only) for proportionate share of taxes and other charges/levies in respect of the Association of Apartment Holders. (iv) Rs. [●]/-(Rupees [●] only) for deposit/charges towards provisional monthly contribution towards outgoings of the Association of Apartment Holders. (v) Rs. [●]/-(Rupees [●] only) for deposits/charges towards water, electric, and such other utility and services connection charges and Rs. [●]/-(Rupees [●] only) for deposits of electrical receiving and Sub Station provided in layout.



12.		In Paragraph No. 11, Page No. 12 of the Draft Agreement for Sale The Purchase Consideration and any other amounts shall be payable by the Allottee in the following Bank Account: <table><tr><td>Payee Name</td><td>PRINCECARE AMARAA LLP (Collection Account)</td></tr><tr><td>Bank Account Number</td><td>[●]</td></tr><tr><td>Bank Name</td><td>[●] Bank</td></tr><tr><td>IFSC Code</td><td>[●]</td></tr><tr><td>Branch Name</td><td>[●]</td></tr><tr><td>Account Type</td><td>Current A/c</td></tr></table>	Payee Name	PRINCECARE AMARAA LLP (Collection Account)	Bank Account Number	[●]	Bank Name	[●] Bank	IFSC Code	[●]	Branch Name	[●]	Account Type	Current A/c
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13.		In Paragraph No. 12, Page No. 12 of the Draft Agreement for Sale The applicable GST shall be payable by the Allottee in the following Bank Account: <table><tr><td>Payee Name</td><td>PRINCECARE AMARAA LLP</td></tr><tr><td>Bank Account Number</td><td>[●]</td></tr><tr><td>Bank Name</td><td>[●] Bank</td></tr><tr><td>IFSC Code</td><td>[●]</td></tr><tr><td>Branch Name</td><td>[●]</td></tr><tr><td>Account Type</td><td>Current A/c</td></tr></table>	Payee Name	PRINCECARE AMARAA LLP	Bank Account Number	[●]	Bank Name	[●] Bank	IFSC Code	[●]	Branch Name	[●]	Account Type	Current A/c
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14.		In Paragraph No. 13, Page No. 12 to 13 of the Draft Agreement for Sale The Allottee confirms that in case remittances related to the Purchase Consideration and all other amounts as												



		payable under this Agreement in respect of the Apartment are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable law including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/ no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser shall be the sole responsibility of the Purchaser. The Promoter accepts no responsibility in this regard and the Allottee shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws.
15.	The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with	In Paragraph No. 14, Page No. 13 of the Draft Agreement for Sale The Promoter shall confirm the final RERA carpet area that has been allotted to the Allottee after the construction of the New Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The Purchase Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Promoter. If there is



	annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.	any reduction in the RERA carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the RERA carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment forming part of the Purchase Consideration. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.
16.	Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").	In Paragraph No. 16, Page No. 13 to 14 of the Draft Agreement for Sale It is agreed that time is of essence for the Promoter as well as Allottee. The Promoter shall endeavour to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the common areas to the Association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be in respect of the Apartment. The Allottee shall make timely payments of the instalments of the Purchase Consideration and other amounts payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Annexure "L". However, the timelines corresponding to stages of the Project specified in Annexure "L" are only indicative and based on projections made by the Promoter. Therefore, the payment of instalments towards the Purchase Consideration shall be made by the Allottee strictly as per Annexure "K" hereto, regardless of the corresponding stage of construction being completed by



		the Promoter before the timelines indicated in Annexure “L” hereto. The Promoter shall, in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement will have a first lien on the Apartment and until all such amounts are fully paid by the Allottee to the Promoter, the Allottee shall not be entitled to possession of the Apartment.
17.		In Paragraph No.17, Page No. 14 of the Draft Agreement for Sale It is an essential and integral term and condition of this Agreement that the title in respect of the Apartment under this Agreement shall be transferred in favour of the Allottee, only if the full amount of the aforesaid Purchase Consideration, as well as all other amounts as mentioned herein are paid by the Allottee to the Promoter and Allottee has furnished to the Promoter the requisite Form 16B for all amounts of TDS. It is further agreed that only upon compliance of the aforesaid, shall the Allottee have or be entitled to claim any and all rights under this Agreement and/or in respect of the Apartment.
18.		In Paragraph No. 18, Page No. 14 of the Draft Agreement for Sale. The Allottee shall be liable to pay interest to the Promoter 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 or are recovered by the Promoter.
19.		In Paragraph No. 19, Page No. 14 of the Draft Agreement for Sale. In the event any cheque deposited by the Allottee in respect of payment of Purchaser Consideration and/or any other amounts mentioned herein and/or interest



		(if any), is dishonoured, the Allottee shall be liable to pay a penalty of Rs. 5000/- (Rupees Five Thousand only) for each such dishonoured cheque. In such a scenario, the Promoter shall have a lien and charge on the said Apartment until full receipt of all such amounts with the aforesaid penalty.
20.		In Paragraph No. 21, Page No. 15 to 16 of the Draft Agreement for Sale. Upon such termination by the Promoter the consequences hereunder shall follow: (i) The Allottee shall cease to have any right or interest in the Apartment and the Car-Parking Space or any part thereof and/or claim of any nature whatsoever on the Promoter and/or the premises (including the Apartment and/or the Car Parking Space); (ii) The Promoter shall be entitled to sell, transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the Apartment and allot the Car Parking Space to such other person or party as they may deem fit, at such consideration and on such terms and conditions as they may deem fit.
21.		In Paragraph No. 22, Page No. 16 of the Draft Agreement for Sale. In case of termination as aforesaid, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Allottee in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the Apartment. Such an amount shall be refunded by the Promoter to the Allottee upon execution and registration of the Cancellation Deed



		in pursuance hereof and sale of the Apartment to such other person or party as the Promoter may deem fit.
22.		In Paragraph No. 23, Page No. 16 of the Draft Agreement for Sale. Without prejudice to the above and the Promoter's other rights under this Agreement and/or in law, they may at their option, by a specific writing executed by them to this effect, condone any delay in payment and accept from the Allottee the payment of the defaulted installment/s on the Allottee paying to them interest on the defaulted installment/s for the period for which the payment has been delayed.
23.		In Paragraph No. 24, Page No. 16 of the Draft Agreement for Sale Any balance unutilized FSI remaining from and out of the maximum development potential shall be to the absolute ownership and entitlement of the Promoter. It is further agreed that in the event, any FSI is unutilized until the date of the receipt of the full Occupancy Certificate and the Promoter has not utilized the same on the Project Land and the New Building, it is agreed by the Allottee, that the Promoter shall be entitled to commercially exploit and deal with such balance unutilized FSI in any manner the Promoter deems fit. If the concerned authorities or the local authority refuse to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive the monetary compensation from such concerned authorities or the local authority for the same.



24.		In Paragraph No. 25, Page No. 16 to 17 of the Draft Agreement for Sale The Allottee hereby agree/s to give all co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Apartment, so as to enable the Promoter to complete the development of the said Property including the Common Areas and Facilities by utilization of the entire maximum development potential that may become available in respect of the said Property in the manner provided under this Agreement and to enable the Promoter to complete any development required to be completed after taking the possession.
25.	The Promoter shall construct the said building/s consisting of basement and ground/ stilt, / podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.	In Paragraph No. 26, Page No. 17 of the Draft Agreement for Sale The Promoter shall construct the New Building consisting of basement and ground/ stilt, / podiums, and upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned authorities from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of approving the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtained the Occupancy Certificate in respect of the Apartment.



26.		In Paragraph No. 27, Page No. 17 of the Draft Agreement for Sale The Promoter intends to construct the New Building as per the Indian Green Building Council (IGBC) norms and hence Solar Energy System, CCTV, ring wells including rain water harvesting may also be installed in the New Building. The Allottee and other residents/occupants of New Building shall therefore benefit on their routine maintenance costs. In such an event the Allottee will proportionately contribute for all the aforesaid installations to the extent of Rs. [●]/- (Rupees [●] only) payable before taking over possession of the Apartment
27.		In Paragraph No. 28, Page No. 17 to 18 of the Draft Agreement for Sale The Promoter intends to construct the New Building as per the Indian Green Building Council (IGBC), which would include construction of rain water harvesting by way of under ring wells by scientific process, installation of solar panels for generation of solar energy for common area usage, and use of various eco-friendly materials. Further, the New Building shall also have Building management system, security systems, high speed elevators, fire safety systems and an automated mechanized parking tower. Therefore, in order to ensure smooth functioning of all services at all times and proper upkeep of the entire property and maintenance of all the equipment, the Promoter shall appoint a professional facility management services company, cost whereof shall form part of the maintenance charges payable by the Allottee.
28.		In Paragraph No. 29, Page No. 18 to 19 of the Draft Agreement for Sale



	The Promoter has informed the Allottee that the New Building will be IGBC compliant, guidelines thereof will be duly and fully adhered to by the Allottee in respect of the Apartment and the Association of the Apartment Holders to be formed (as hereinafter setout in respect of the New Building: (i) The New Building will be a non smoking building; (ii) All the common areas thereof including entrance lobbies corridors and compound facilities gymnasium and all residential floors will be non-smoking areas; (iii) Adequate signage in that behalf shall be affixed installed and maintain at all vantage points; (iv) The lift installed in the New Building shall be energy efficient with group controls. The Allottee and the Association of the Apartment Holders will manage maintain and continue to be installed with similar lifts. The Water pumps shall be BEE4 star rated pump or minimum 70% efficiency greater than 3HP and ISI rated motors. BEE4-star rated motors or minimum 85% efficiency for motors of capacity greater than 3HP and ISI rated motors for others; (v) The paints of the New Building internal and external shall adhere to the requirement of indoor environmental quality credit 3:Law VOC laid by IGBC in the manner as follows: <table><tr><td>Type of material</td><td>VOC Limit (g/L less water)</td></tr><tr><td></td><td></td></tr></table>	Type of material	VOC Limit (g/L less water)		
Type of material	VOC Limit (g/L less water)				



		Paints: Non-flat (Glossy) paints 150 Flat (Mat) paints 50 Anti-corrosive/anti-rust paints 250 Clear wood finish varnish 350 Clear wood finish lacquer 550 Adhesives: Glazing adhesive 100 Tile adhesives 65 Wood adhesive 30 Wood flooring adhesive 100
		(vi) The common areas of the New Building will remain to be non air conditioning save and except certain common areas such as entrance lobbies, Association of the Apartment Holders office, multipurpose Hall etc.
29.		In Paragraph No. 30, Page No. 19 of the Draft Agreement for sale The aforesaid provisions will be adopted accepted and deemed to form of a part of Association of the Apartment Holders that shall be formed.
30.	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which	In Paragraph No. 31, Page No. 19 of the Draft Agreement for Sale. The Promoter shall endeavour to give possession of the Apartment to the Allottee on or before [●] day of [●] 20[●]. If the Promoter fails to abide by the time schedule the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of simple interest at State Bank of India highest Marginal Cost of Lending Rate



	become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.	(“MCLR”) plus two percent per annum. The Marginal Cost of Lending Rate shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October) and the same shall be the MCLR applicable for the said quarter. Provided that in case the State Bank of India MCLR is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to general public (hereinafter referred to as “Interest”), on all the amounts paid by the Allottee towards the Purchase Consideration, for every month of delay, till the handing over of the possession of Apartment. The Allottee agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
31.	The Promoter shall give possession of the Apartment to the Allottee on or before day of 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -	In Paragraph No. 32 & 33, Page No. 19 to 20 of the Draft Agreement for Sale If the Promoter fails or neglects to give possession of the Apartment to the Allottee, on account of reasons beyond his control and of his agents by the date of possession as stated in Clause 32 above then the Promoter shall be liable, on demand of the Allottee, to refund to the Allottee the amounts towards total aggregate consideration already received by him in respect of the Apartment with Interest at the same rate as what is stated hereinabove, from the date the Promoter received the sum till the date the amounts towards installments of Purchase Consideration and Interest thereon is repaid. Thereupon, this Agreement shall stand terminated and neither party shall have any right or claim against the other under or in relation to this Agreement or



	(i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.	otherwise howsoever. The Allottee shall accept the aforesaid refund together with the Interest in full and final satisfaction of all his/her/its claim under this Agreement or otherwise. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment by the possession date if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project; and (ii) any notice, order, rule, notification, injunction of the Government and/or other public authority or from any authority/court.
32.	The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.	In Paragraph No. 34, Page No. 20 of the Draft Agreement for Sale The Promoter, upon obtaining the Occupancy Certificate in respect of the Apartment from the said Corporation and the payment of the Purchase Consideration made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.



33.	In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.	In Paragraph No. 37, Page No. 21 of the Draft Agreement for Sale In case the Allottee fails to take possession within the time provided then Allottee shall continue to be liable to pay maintenance charges and other outgoings as applicable.
34.		In Paragraph No. 38, Page No. 21 of the Draft Agreement for Sale The Promoter shall not be liable to bear and pay the maintenance, deposits, transfer fees, non-occupancy charges, donation or other outgoings in respect of unsold flats/premises.
35.		In Paragraph No. 39, Page No. 21 of the Draft Agreement for Sale In the event the Promoter hands over the Apartment for purpose of fit-outs/interior works, prior to formal hand over of possession, the Allottee shall deposit Rs. _____/- (Rupees _____) towards security towards any damages to common areas of the New Building while carrying out fit-out work, which subject to applicable deductions shall be refunded to the Allottee without interest upon execution of the Deed of Assignment in respect of the Project Land and New Building. If the damages are greater than the amount deposited towards security for damages, then the differential amount shall be payable by the Allottee.
36.		In Paragraph No. 40, Page No. 21 of the Draft Agreement for Sale The Allottee hereby expressly agree/s to accept transfer of the title by the Promoter in respect of the Apartment in the manner mentioned herein and shall not require them to transfer the title in respect of the Apartment in any other manner.



37.	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.	In Paragraph No. 41, Page No. 21 of the Draft Agreement for Sale If within a period of five years from the date of handing over the possession of the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the New Building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
38.		In Paragraph No. 42, Page No. 22 of the Draft Agreement for Sale The Promoter shall be entitled to transfer and create third party rights (in any manner as they may deem fit in respect of the unsold units/apartments of the New Building and receive consideration in respect thereof.
39.		In Paragraph No. 43, Page No. 22 of the Draft Agreement for Sale The Promoter shall be entitled, at any time, to transfer and/or mortgage and/or create third party rights or otherwise deal with or dispose of their right, title or interest in respect of the remaining portion of the said Property, the maximum development potential that may be available in respect of the said Property from time to time or any part/s thereof (either as per the present layout or any amended layout), as the case may be, to any third party, for such consideration and on such terms and conditions as they may in its absolute discretion deem fit. The Allottee shall not interfere with the above



		rights of the Promoter.
40.		In Paragraph No. 44, Page No. 22 of the Draft Agreement for Sale The Allottee agrees and confirms that the Promoter is entitled to raise loan against the security of or to create collateral security in respect of all the residuary right, title and interest in the New Building to be constructed in the said Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who may hereafter advance credit, finance or loans to the Promoter, and to mortgage the same and or create any charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties.
41.		In Paragraph No. 45, Page No. 22 to 23 of the Draft Agreement for Sale The Allottee hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the Project Land and/or the Project proposed to be constructed on the Project Land by the Promoter, as security (save and except the Apartment) in the manner



		mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee herein, the Promoter has entered into this Agreement.
42.	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.	In Paragraph No. 47, Page No. 23 of the Draft Agreement for Sale The Allottee undertakes to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary including the bye-laws of the proposed Association of Apartment Holders for the formation and the registration of the Association of Apartment Holders and for becoming a member thereof, and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable Promoter to register the Association of Apartment Holders. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
43.		In Paragraph No. 48, Page No. 23 of the Draft Agreement for Sale The Association of Apartment Holders shall admit all purchasers of apartments in the New Building as members, in accordance with its bye-laws including the tenants/occupants of the said First Building and the said Second Building.



44.		In Paragraph No. 49, Page No. 23 to 24 of the Draft Agreement for Sale The Promoter shall be entitled, but not obliged to join as a member in the Association of Apartment Holders in respect of unsold premises in the Project, if any. The provisions of the Declaration and the bye-laws framed at the time of formation of the Association of Apartment Holders shall be applicable to the Promoter, if it chooses to join as member.
45.	The Allottee shall pay to the Promoter a sum of Rs. ____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.	In Paragraph No. 51, Page No. 24 of the Draft Agreement for Sale The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Association of the Apartment Holders including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Association of Apartment Holders and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.
46.		In Paragraph No. 52, Page No. 24 of the Draft Agreement for Sale After the completion of the New Building and perpetually thereafter the logo/signage of the Promoter will be installed and displayed in an aesthetic manner in the ground floor lobby or on the ground floor exteriors or façade of the New Building and on the water tank or on the terrace of the New Building. No charges shall be payable by the Promoter to the Association of the Apartment Holders for the same. The electricity used for such signs shall also be borne by the



		Association of the Apartment Holders. The maintenance and upkeep of such signs shall be undertaken by the Promoter. Further it is agreed that the Promoter shall have exclusive right to use multi-purpose hall for 2 (two) weeks per month perpetually at no costs towards such usage and this condition shall also form part of the assignment of the New Building and lease in respect of the said Land to be executed in favour of the Association of the Apartment Holders, as the case may be.
47.	The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.	In Paragraph No. 53, Page No. 24 to 25 of the Draft Agreement for Sale Within 3 (three) months of the majority of allottees, which is fifty-one (51) percent of the total number of allottees, having booked their apartments in the Project or receipt of the Occupation Certificate in relation to the New Building, the Promoter shall execute and/or cause to be executed, a Deed of Assignment in respect of the Project Land and New Building,
48.		In Paragraph No. 54, Page No. 25 of the Draft Agreement for Sale The documents of transfer to be executed in respect of the New Building as herein stated shall inter- <i>alia</i> contain provisions for safeguarding the aforesaid rights of the Promoter.
49.		In Paragraph No. 55, Page No. 25 of the Draft Agreement for Sale At the time of execution and registration of the document of transfer, the Promoter shall handover to the Association of Apartment Holders the relevant documents available with them in respect of the Project Land and the New Building which shall be maintained and preserved by them.



50.		In Paragraph No. 56, Page No. 25 of the Draft Agreement for Sale The Association of Apartment Holders shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the MCGM.
51.	12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.	In Paragraph No. 57, Page No. 25 of the Draft Agreement for Sale All documents necessary for the formation and registration of the Association of the Apartment Holders as stated herein above, shall be prepared by Advocates & Solicitors of the Promoter. At the time of the execution of the document of transfer, the Allottee shall pay to the Promoter the Allottee's share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Assignment or any other document or instruments of transfer to be executed in favour of the Association of the Apartment Holders. Lease Transfer premium payable to MCGM (Estate Dept) or any other indirect taxes which may be levied, limited to the assignment of the the Project Land and New Building shall be paid to the Promoter by the Allottee at the time of taking possession.
52.		In Paragraph No. 58, Page No. 25 of the Draft Agreement for Sale The Allottee shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the New Building.



53.		In Paragraph No. 59, Page No. 25 to 26 of the Draft Agreement for Sale It is hereby agreed by and between the Parties hereto that even after formation of the Association of the Apartment Holders of the New Building: (i) All the unsold apartments/premises and portions of the New Building as retained by the Promoter including terraces, etc. and incidental car-parking spaces in the New Building shall belong to and vest absolutely in the Promoter; (ii) The Promoter shall at its option join as Promoter/Member in respect of such unsold apartments/premises; (iii) The Promoter shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect of unsold apartments and portions of the New Building as retained by the Promoter including terraces, etc. and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the Association of Apartment Holders that may be formed of all the flat purchasers of the New Building; (iv) In the event the Promoter lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold apartments/premises and portions of the New Building as
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		retained by the Promoter including terraces, etc. in New Building, it shall not be liable to pay to the Association of Apartment Holders any amounts/ charges by whatever name called including deposits, transfer fees, non-occupancy charges, donation or otherwise.
54.		In Paragraph No. 60, Page No. 26 to 27 of the Draft Agreement for Sale Nothing contained in this Agreement shall be construed so as to confer upon the Allottee any right whatsoever, into or over any portion of the Project Land or the New Building or any part thereof, save and except the rights to the Apartment and Car Parking Space as provided herein. It is agreed by and between the parties that such conferment of title in respect of the undivided share in the common areas and the proportionate share in the Project Land shall take place in favour of the Allottee on the formation of the Association of Apartment Holders and on execution of relevant documents in this regard.
55.	Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits	In Paragraph No. 61, Page No. 27 of the Draft Agreement for Sale Until all allottees are made members of the Association of Apartment Holders and management of the New Building is handed over to the Association of Apartment Holders, the Allottee shall pay to the Promoter such proportionate share of management charges as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter, in advance, an amount equivalent to 24 (twenty-four) months maintenance charges and shall not withhold the same for any reason whatsoever. The Allottee hereby agrees that in the event of additional amount becoming payable over and above the



	(less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.	aforesaid amount, such additional shall be payable by the Allottee within ____ (____) days of the Promotor's written notice in that regard. In the event of any default or delay in payment of the aforesaid amounts, the Allottee shall be liable to pay interest, from the date of the amount becoming due till its actual payment to the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until all allottees are made members of the Association of Apartment Holders. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
56.	The Promoter hereby represents and warrants to the Allottee as follows: - The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; - The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; - There are no encumbrances upon the project land or the Project except those disclosed in the title report;	In Paragraph No. 62, Page No. 27 to 29 of the Draft Agreement for Sale The Promoter hereby represents and warrants to the Allottee as follows: - The Promoter has clear and marketable title with respect to the Project Land; as declared in the Report on Title annexed to this Agreement and has requisite rights to carry out development with respect to the Project Land; as declared in the Report on Title annexed to this Agreement and also has actual, physical and legal possession of the Project Land for the implementation of the Project; - The Promoter has lawful rights and requisite permissions from the MCGM and other concerned authorities to carry out development of the Project and shall obtain requisite



iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas; vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights	approvals from time to time to complete the redevelopment of the Project; (iii) There is no lien, mortgage, charge, lease or encumbrance of any nature whatsoever created upon the Project Land or the Project except those disclosed in the title report; (iv) There are no litigations pending before any court of law with respect to the Project Land or Project except those disclosed in the title report; (v) All approvals, licenses and permits issued by MCGM, MHADA and other public authorities with respect to the Project, Project Land and the New Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits with respect to the Project, Project Land and the New Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, New Building and common areas; (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; (vii) The Promoter has not entered into any Agreement for Sale and/or Development
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	of Allottee under this Agreement; viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement; ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees; x. 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; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.	Agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Apartment and/or Car Parking Space which will, in any manner, affect the rights of Allottee under this Agreement; (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment and the Car Parking Space to the Allottee in the manner contemplated in this Agreement; (ix) At the time of execution of the assignment deed of the Project Land and New Building to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas and Facilities to the Association of the Allottees; (x) 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 Project to the competent Authorities; (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said
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		Property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Report on Title.
57.		In Paragraph No. 63, Page No. 29 to 30 of the Draft Agreement for Sale It is expressly informed by the Promoter to the Allottee and the Allottee is aware of the following: - Amendment of the Mumbai Municipal Corporation Act, 1888, with effect from 14th August 2012, by insertion of clause 92(dddd), inter alia, providing for retrospective operation from 22nd June 1993; - the policy of the M.C.G.M. pursuant to Resolution ICR No.130 dated 15th October 2008 and CR No.796 dated 11th November, 2008, relating to execution of fresh lease for 30 years with increased rent in cases of transfer or change of user or redevelopment, and the pending petitions as were filed by third parties in relation thereto; - The Corporation Resolution No. 482 of 18th August, 2011 for not recovering Transfer premium on transfers to a co-operative housing society, since it is binding in law to convey the property and as any unearned income is not received in such a transfer; - In pursuance of the issues of levy of premium / transfer fees /lease tenure / enhanced lease rent being sub-judice before the Hon'ble High Court in various Writ Petitions (including Writ Petition No. 1251 of 2014) filed by lessees / prospective assignees /



		associations, etc., the M.C.G.M. has adopted a policy of accepting registered undertakings and processing the applications relating to development, subject to the final outcome of the Court proceedings; e. The Allottee may/shall be liable to pay annual extra ground rent to said Corporation for the said Land under reference, if any. The lease deed shall be executed by the Association of the Apartment Holders within 3 (three) months from date of outcome of decision in the said W.P. No. 1251 of 2014 and others, as per the conditions that may be finalized as per final verdict of Hon'ble High Court or after issue of Final Occupation Certificate / Building Completion Certificate by Building Proposal Department, whichever is earlier. The Allottee may/shall be liable to pay enhanced lease rent to MCGM which is subjudice in the Hon'ble High Court in W.P. No. 1251 of 2014 and others as per the final verdict of Hon'ble Court and modification in policy of MCGM in this regard will be binding on existing tenants/occupants / prospective buyers / Co-Operative Housing Society or Condominium of the New Building. These presents are without prejudice and subject to the rights and contentions of MCGM in various Writ Petition Nos. 353 of 2011, 724 of 2011, 725 of 2011 and 1251 before the Hon'ble High Court for tenure of lease, enhanced lease rent etc; f. If there is refund of any monies/deposits/amounts in favour of the Allottee/ Association
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		of Apartment Holders in terms of any order/judgement in matter pertaining to W.P. No. 1251 of 2014 or similar connected matters as per the final verdict of Hon'ble Court then in such an event the Allottee/ Association of Apartment Holders shall forthwith pay such amount to the Promoter 7 (seven) days from the date of such order/judgement being passed.
58.	The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :- - To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. - Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and	In Paragraph No. 64, Page No. 30 to 35 of the Draft Agreement for Sale The Allottee with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :- - To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the New Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. - The usage of the Car Parking Space by the Allottee shall be in accordance with the rules and regulations framed and administered by the Promoter/ Association of Apartment Holders. - Not to store in the Apartment any goods which are of hazardous,



	shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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. iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the	combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the Apartment is situated or storing of which goods is objected to by the concerned authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the Apartment is situated, including entrances of the New Building in which the Apartment is situated and in case any damage is caused to the New Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. (iv) To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the New Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned public authority/ies. 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 public authority/ies.
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	Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water,	(v) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or Association of Apartment Holders. Further, the Allottee shall not at any time make or cause to be made any alteration of whatever nature to layout of the Apartment without submitting such plans for change in layout of the Apartment for approval and obtaining prior written permission of the Promoter. In case on account of any alterations being carried out by the Allottee in the Apartment if any damage to the adjoining apartment or to the apartment situated below or above the Apartment (inclusive of leakage of water and damage to the drains) the Allottee shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of
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	electricity or any other service connection to the building in which the Apartment is situated. viii. To bear and pay 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, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold. ix. 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. x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the	compensation/ penalty ordered to be paid under the Applicable Laws by the Promoter and indemnify and keep the Promoter indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Promoter on account of any complaint or claims being made by such adjoining flat owner or the purchaser of the flats above or below the Apartment. (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the New Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the New Building in which the Apartment is situated. (viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned authorities or giving water, electricity or any other service connection to the New Building in which the Apartment is situated. (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which
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Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/showroom/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.	are imposed by the concerned authorities on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold. (x) Not to use the Apartment for any purpose other than a private residence and shall use the Car Parking Space for parking his/her/its/ their own vehicle only. The Allottee shall not use the Apartment for conducting social club, recruitment agency or any other purposes. The Allottee shall park his/her/its/their vehicle only at the Car Parking Space and nowhere else. (xi) The Promoter has informed the Allottee that the New Building will be IGBC compliant and therefore, all other guidelines in view thereof, will be duly and fully adhered to and followed by the Allottee. (xii) The Allottee is aware that the New Building will be declared as non-smoking building and all the common areas thereof including entrance lobbies corridors and compound facilities gymnasium and all residential floors will be non-smoking areas. The Allottee undertakes and agrees to maintain the same after being handed over possession of the Apartment. (xiii) The Allottee shall install only 5 star non-CFC based air conditioners, refrigerator, water heaters/geysers etc., in the Apartment.
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(xiv) The Allottee shall not be entitled to let, sub-let, transfer, assign or part with the interest or benefit factor of this Agreement to any third party or part with the possession of the Apartment, until the entire Purchase Consideration herein and all other dues payable by the Allottee to the Promoter under this Agreement are fully paid and prior written NOC from the Promoter has been obtained by the Allottee.

(xv) The Allottee shall observe and perform all the rules and regulations which the Association of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being and of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Holders regarding the occupancy and use of the Apartment in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xvi) Till all allottees become members of the Association of Apartment Holders, the Allottee



		shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the New Building or any part thereof to view and examine the state and condition thereof. (xvii) Till all allottees become members of the Association of Apartment Holders, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof. (xviii) To remove any obstruction or nuisance that may be caused by the Allottee in the Apartment/ New Building/ Project Land forthwith on being called upon to do so by the Promoter / Association of Apartment Holders and in the event the Allottee failing to remove the said obstruction/nuisance, it may be removed by the Promoter/ Association of Apartment Holders at the costs and consequences of the concerned Allottee. (xix) To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee as set out in this Agreement (including in the recitals thereof). (xx) The Allottee hereby gives an undertaking that he/she/they shall not do any act which would in the opinion of the Promoter or the Association of the Apartment
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		Holders, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of New Building. (xxi) The Allottee is aware that in the event that he/she/it/they obtain/s a loan from any bank or financial institution for payment of the Purchase Consideration (or part thereof) in respect of the Apartment and the Car Parking Space, the Allottee shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursal of such amounts, as and when due, shall constitute a delay in payment from the Allottee and will be treated as a breach of the terms of the understanding herein contained.
59.		In Paragraph No. 65, Page No. 35 of the Draft Agreement for Sale The Allottee represents and warrants to the Promoter as follows: - The Allottee has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement; - this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with its terms; - the Allottee agrees for no objection for the development of the neighbouring property with deficient open space in future; - the Allottee will not hold the MCGM liable for future mechanical parking system/ car



		lift(if any; v. the Allottee will not hold the MCGM liable for proposed inadequate sizes of the premises in the New Building if any; vi. the complaint will not be made to the MCGM in future for inadequate maneuvering space of car parking if any; vii. The Allottee is aware that various purchasers have chosen to purchase the various flats tenements premises unit(s) in the New Building with the assurance that the conduct of all users of the New Building shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the Apartment to the Allottee on the pre- condition that the Allottee shall conduct himself/herself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchaser in the New Building and/or the Promoter or otherwise. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement; viii. The Allottee undertakes to observe all other stipulations and rules which are provided herein in order to enable the New Building to be well maintained and enable all the other purchasers/members to enjoy the usage of these areas as originally designed.
60.	Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The	In Paragraph No. 66, Page No. 35 to 36 of the Draft Agreement for Sale Nothing contained in this Agreement is intended to be nor shall be construed as a



	Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.	grant, demise or assignment in law, of the Apartment or of the New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment and Car Parking Space hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the New Building is transferred to the Association of Apartment Holders and until the Project Land is transferred to the Association of Apartment Holders.
61.	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 all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.	In Paragraph No. 68, Page No. 36 of the Draft Agreement for Sale 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 all the schedules along with the payment of the first installment the Purchase Consideration due within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within fifteen days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.



62.	any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.	In Paragraph No.69, Page No. 36 of the Draft Agreement for Sale This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment, as the case may be.
63.	Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.	In Paragraph No. 73, Page No. 37 of the Draft Agreement for Sale Wherever in this Agreement it is stipulated that the Allottee has to make any contribution, payment, in common with other Allottee in Project, the same shall be in proportion to the RERA carpet area of the Apartment to the total RERA carpet area of all the apartments in the Project.
64.		In Paragraph No. 77, Page No .38 of the Draft Agreement for Sale Any delay or indulgence by the Promoter/Allottee in enforcing the terms of this Agreement or any forbearance or giving time to the Promoter/Allottee shall not be considered as a waiver on the part of the Promoter/Allottee of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.
65.	The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.	In Paragraph No. 81, Page No. 39 of the Draft Agreement for Sale The charges towards Stamp Duty and Registration Fees including all out-of-pocket expenses for registration of this Agreement shall be borne by the Allottee.



66.	Any dispute between parties shall be settled amicably. In case of failure to settled 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.	In Paragraph No. 82, Page No.39 of the Draft Agreement for Sale Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably within ninety days after commencement of discussions or such longer period as the parties agree to in writing, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
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Yours sincerely,

For **Princecare Amaraa LLP**

Dharmesh K. Chheda
Designated Partner



A Kishore Chheda Enterprise

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