

Date: 07.02.2024

DEVIATION REPORT WITH RESPECT TO AGREEMENT TO SALE

M/S. BLUSKY REALTY LLP through its partner 1. MR. KAUSTUBH SUKHDEV TALEKAR 2. MR. VIJAY NIVRUTI RASKAR having registered office at C-103, Shubhashree Phase 2, Behind Jai Ganesh Vision, Akurdi, Pune 411035 promoter of the proposed project "24Life Bliss" Located at Gat No 205(P), 206(P) Village: Dudulgaon, Taluka: Haveli, Pune 412105, do hereby declare that, there is following deviation from Agreement to Sale provided by MahaRERA as per Order No. 30/2022 dated 03.06.2022 & Revised Order No. 31/2022 dated 01.07.2022, in the following manner:

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

Page No.	Clause No.	Changed Point (Marked in Yellow)																								
9	3	3.2 The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.																								
10	4	<p>4.1 The aforesaid consideration has been duly negotiated and accepted by the Allottee(s) and the same being concessional and discounted price of the said flat, the Allottee(s) has agreed to pay the total agreed consideration in the manner mentioned hereinbelow:</p> <table border="1"> <thead> <tr> <th>Percentage</th> <th>Stage of Payments</th> </tr> </thead> <tbody> <tr> <td>10%</td> <td>On or before execution of the present Agreement.</td> </tr> <tr> <td>20%</td> <td>To be paid within 15 days from the date of execution of the present Agreement.</td> </tr> <tr> <td>10%</td> <td>On completion of the Plinth of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the slabs including (podiums and stilts) of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the First slabs of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the Fifth slabs including (podiums and stilts) of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the Tenth slabs including (podiums and stilts) of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the Fifteenth slabs including (podiums and stilts) of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the Twentieth slabs including (podiums and stilts) of the building or wing in which the said Flat is located</td> </tr> <tr> <td>5%</td> <td>on completion of the walls, internal plaster, floorings doors and windows of the said Flat</td> </tr> <tr> <td>5%</td> <td>on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat</td> </tr> </tbody> </table>	Percentage	Stage of Payments	10%	On or before execution of the present Agreement.	20%	To be paid within 15 days from the date of execution of the present Agreement.	10%	On completion of the Plinth of the building or wing in which the said Flat is located	5%	on completion of the slabs including (podiums and stilts) of the building or wing in which the said Flat is located	5%	on completion of the First slabs of the building or wing in which the said Flat is located	5%	on completion of the Fifth slabs including (podiums and stilts) of the building or wing in which the said Flat is located	5%	on completion of the Tenth slabs including (podiums and stilts) of the building or wing in which the said Flat is located	5%	on completion of the Fifteenth slabs including (podiums and stilts) of the building or wing in which the said Flat is located	5%	on completion of the Twentieth slabs including (podiums and stilts) of the building or wing in which the said Flat is located	5%	on completion of the walls, internal plaster, floorings doors and windows of the said Flat	5%	on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat
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		5%	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
		10%	to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located
		5%	at the time of handing over of the possession of the Flat to the Allottee(s) on or after receipt of occupancy certificate or completion certificate.
11	4	<p>4.7 The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.</p> <p>4.8 Payment of any instalment, if made in advance, shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee(s) or Housing Finance Companies/Banks, etc., as the aforesaid total agreed consideration is arrived considering the fact that the Allottee(s) has/have accepted the aforesaid stages of payment.</p> <p>4.9 The Allottee(s) herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation /email/by post to the Allottee(s) calling upon the Allottee(s) to make the payment.</p> <p>4.10 The Allottee(s) agree(s) not to question or challenge the said discounted consideration, the same been agreed on lump-sum basis after considering all aspects and other terms of the agreement.</p> <p>4.11 The deduction of amount made by the Allottee(s) on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee(s) submitting original TDS certificate and the amount mentioned in the certificate is reflected on the Income Tax Department website. Provided further that at the time of handing over the possession of the flat, if any such certificate is not produced, the Allottee(s) shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee(s) producing such certificate within 4 months of the possession. Provided further that in case the Allottee(s) fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee(s).</p>	
12	7	<p>7.1 The Promoter has made full and true disclosure to the Allottee(s) of the title of the said land as well as the encumbrances and litigations, presently (if any) known to the Promoter. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest to construct building(s) and to develop the said</p>	

		<p>land. The Promoter has also given inspection of all the relevant documents as specified under RERA and MOFA. The Allottee(s) having acquainted with all the facts and rights of the Promoter pertaining to the said land and only then has entered into this Agreement.</p> <p>7.5 The Promoter herein had also requested the Allottee(s) to carry out the search and to investigate the title of the said land. The Allottee(s) hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee(s) henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.</p>
21	18	<p>18.2 The Promoter shall be entitled to float, utilize and transfer the excess, additional, increased, unutilized and/or balance TDR and/or FSI of the said land to any other land and visa-versa.</p> <p>18.3 Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential for construction of new building/s or extension of the present building/s on any open area and/or on terraces above the present building/s, either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, always being with the Promoter.</p> <p>18.4 In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get FSI/TDR in lieu of compensation.</p>
28	27	<p>26.2 The Allottee(s) hereby consent(s) and authorize(s) the Promoter for raising any finance by way of mortgage on the said land or project or any portion thereof, as and when deemed necessary by the Promoter.</p> <p>26.3 The Allottee(s) may obtain finance from any bank/financial institution or any other source for purchase of the flat, but the Allottee(s) obligation to purchase the flat pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) will remain bound by the terms of this Agreement. The Allottee(s) hereby agree(s) that in case he has availed of any loan facility for the purchase of flat, then in case of execution and registration of Apartment Deed in respect of the flat, the original Apartment Deed shall be received by the Promoter on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the flat in accordance with the terms of grant of the loan.</p>

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

Page No.	Point No.	Changed Point (Marked in Yellow)
7	1	DEFINITIONS:

	<p>1.1 Unless the context herein otherwise provides, the following terms shall have the meaning assigned thereto:</p> <p>1.2 'agreement' means this agreement, including the schedules and annexures attached hereto and any agreed amendments thereto.</p> <p>1.3 'approvals' shall mean and include all licenses, permits, approvals, clearances, sanctions and consents obtained/to be obtained from or granted/to be granted by the competent authorities to develop the said land and/or the said Project or any part thereof and/or sell/transfer of the said flat but not be limited to the sanctioned layout plans, Commencement Certificates, Revised Commencement Certificates and Completion Certificates, etc. as mentioned hereto.</p> <p>1.4 'concerned local authority' shall mean and include the authorities within the local limits of the said land, who are empowered by law to grant various no objection certificates, permissions, sanctions, approvals, certificates related to commencement and/or completion of construction on the said land.</p> <p>1.5 'RERA' shall mean Real Estate (Regulation and Development) Act, 2016 and any amendments made thereto from time to time.</p> <p>1.6 'PCMC' shall mean Pimpri-Chinchwad Municipal Corporation i.e. the Sanctioning Authority.</p> <p>1.7 'Person' means any individual, proprietary firm, partnership firm, limited liability partnership firm, corporation, company, unincorporated organization, association of persons, trust or other entity including a government or a political sub-division or an agency or instrumentality thereof.</p> <p>1.8 'Plan(s)' shall mean, the building plans sanctioned or to be sanctioned by PCMC.</p> <p>1.9 'Project land' shall mean land more particularly described in the Schedule I written hereunder on which the Building(s) as registered under RERA is/are being constructed.</p> <p>1.10 'said flat' is more particularly described in the Schedule II written hereunder.</p> <p>1.11 'carpet area' of the said flat means the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said flat for exclusive use of the Allottee(s) but includes the area covered by the internal partition walls of the flat. Allottee(s) is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.</p> <p>1.12 'Proportionate share': shall mean proportion to</p>
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		the carpet area of the said flat to the total carpet area of all the flats in the Project.
8	2	<p>INTERPRETATION:</p> <p>2.1 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.</p> <p>2.2 In this Agreement, unless inconsistent with the context or meaning thereof, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.</p> <p>2.3 The words 'hereof', 'herein' and 'hereunder' and words of similar import, when used generally in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.</p> <p>2.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.</p> <p>2.5 Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.</p> <p>2.6 In construing this Agreement references to Recitals, Sections, Clauses, Annexures or Schedules are references to Recitals, Sections, Clauses, Annexures or Schedules of and to this Agreement. The Recitals, Schedules and annexures contained herein shall constitute an integral operative part of this Agreement.</p> <p>2.7 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation rules and regulations framed thereunder from time to time under that provision.</p> <p>2.8 Reference to the word 'include' and 'including' shall be construed without limitation.</p> <p>2.9 Any reference to the masculine, the feminine and the neutral shall include each other.</p> <p>2.10 In the determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.</p>
12	5	<p>MODE OF PAYMENT:</p> <p>The Allottee(s) shall make all the payments by local Account Payee cheques, demand draft, RTGS, NEFT or by</p>

		<p>any other mode of online payment in favour of 'BLUSKY REALTY LLP' A/c No. 42543470330, State Bank of India, Commercial Branch Pune, IFSC Code: SBIN0004108 payable at Pune or at par. Only after the amount has been credited to the bank account of the Promoter, the Promoter shall give effect of the same to the account of the Allottee(s) with such amount after deducting the commission of the Bank (if any) charged by the bank of the Promoter.</p>
14	13	<p>FIT-OUT:</p> <p>13.1 The Allottee(s) shall take possession of the said flat within 15 days of the written notice from the Promoter to the Allottee(s) intimating that the said flat is ready for use and occupancy. Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the said flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as required by the Promoter.</p> <p>13.2 If the Allottee(s) proposes to carry out such fit-out /interior work, the Allottee(s) shall make a prior written request to the Promoter permitting him/her/them to carry out the same. Along with such request letter, the Allottee(s) shall submit the interior drawings/ entire plan to the Promoter and take the Promoter's approval and clearance letter. The Promoter shall be entitled to reject the fit-out/interior work plan submitted by the Allottee(s) without assigning any reasons or suggest modification thereto. In such event the Allottee(s) shall submit new/fresh plan for such work after carrying out all necessary modifications as suggested by the Promoter and seek final approval of the Promoter on such amended plans.</p> <p>13.3 It shall be the sole responsibility of the Allottee(s) at his/her/their own cost and expenses, to obtain all necessary sanctions/ approvals/ permissions from all the concerned statutory and local authorities for carrying out the fit-out/interior work as approved by the Promoter and the Allottee(s) shall be liable, at his/her/their own cost and risk, for any non-compliance or breach of any of the term of such sanctions/ approvals/ permissions. It is clarified that the Promoter has no liability or responsibility whatsoever in this behalf including for any prosecution or ancillary act or penalty whatsoever in connection with those acts which are attributable to the Allottee(s) or his/her/their contractor and the Allottee(s) hereby agrees to indemnify and shall keep indemnified, harmless and defended the Promoter in that behalf.</p> <p>13.4 The Allottee(s) shall pay to the Promoter a Refundable Security Deposit for Fit-Outs ("Fit-Out Deposit") as may be determined by the Promoter before commencing the fit-out/interior work. The aforesaid Fit-Out Deposit shall only be refunded to the Allottee(s) upon completion of the fit-out work subject to no damage being caused to any part of the said Flat/ Building including common areas and upon all material and debris being completely removed from the said Flat and all the terms and conditions as imposed by Promoter and/or Local Authorities being complied with. The Allottee(s) shall be responsible/ liable</p>

to make good the damages/ loss caused/ suffered by the Promoter with regard to such fit-out/interior work.

13.5 Upon obtaining the final written approval from the Promoter, the Allottee(s) shall carry out the same by appointing professional or skilled persons, Architects or contractors. The Allottee(s) contractor shall carry out the fit-out work only from 8.30 a.m. to 7.30 p.m. (with 1 pm to 3 pm as no work time) or within such other timings as prescribed by the Promoter at their sole discretion. Under no circumstances the said timings can be extended by the Allottee(s) or Allottee(s) contractor. In the event that the Allottee(s) exceeds the timings intimated by the Promoter, then the Promoter shall be entitled to remove the workmen from the Flat and lock the flat and /or stop the supply of water and electricity, if provided.

13.6 All materials brought to the said Flat/site for carrying out such interior works/ furniture and other fit out works will be solely at the Allottee(s) cost, safety, security and consequence and that neither the Promoter nor any of the Promoter Contractors shall be held responsible or liable for any damage, theft or loss of the same.

13.7 If during such fit-out period any of the Allottee(s) or its contractor's workmen, family member or visitors or any other person sustain injury of whatsoever nature, the same will be Properly taken care, attended to and treated by the Allottee(s) by providing at his/her/their own cost, including proper medical care and attention by the Allottee(s) and that neither the Promoter nor the Promoter's Contractor will be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee(s) alone. The Allottee(s) shall be deemed to be the principal employers of such contractor and its workmen and shall be liable and responsible for their acts or omission or negligence. The Allottee(s) shall procure insurance of the sufficient amount to cover any damage to the property or workman compensation which may be payable.

13.8 The Allottee(s) shall ensure that the workers engaged by the Allottee(s) and/or the Allottee(s) contractors during execution of the said interior work do not dump any waste material of whatsoever nature either in the toilet or any other utility services, which may block the free flow of down take waste water lines, resulting in perennial choking and leakage. The Allottee(s) shall ensure that common areas/ passages/ walkways/ stairs and staircase landings, walls etc. are not obstructed or damaged during the course of carrying out such works or thereafter. The Allottee(s) shall keep toilets in the said flat locked and the keys be kept with the Allottee(s). All materials to be used for interior works or equipment's to be installed in the said Flat shall be carried only through the staircase and under no circumstances the same can be carried through the lifts. The cost of any damage/s caused in the process shall be fully recovered from the Allottee(s).

13.9 If during the fit-out period, if any of the

	<p>Allottee(s)/its contractor's workmen misbehave or is found to be in a drunken state then the Allottee(s) shall remove the said workmen from the said Flat/site forthwith and shall not allow such workman to re-enter the said Flat/site again. No workmen shall be permitted to stay in the said Flat/site during the course of carrying out the said work.</p> <p>13.10 During the process of carrying out such interior works/furniture and fit-outs works, the Allottee(s) shall extend full co-operation to the Promoter, their security personnel and contractors and ensure good governance of such works.</p> <p>13.11 No external/internal or elevation changes/modifications or breaking of duct space of whatsoever nature will be permitted to be carried out by the Promoter and neither shall the Allottee(s) change or alter the design of the grills provided by the Promoter in the said Flat.</p> <p>13.12 The Allottee(s) shall not make any structural changes such as breaking of any beams/walls, etc.</p> <p>13.13 The Allottee(s) shall abide by all the regulations and requirements of the Promoter and their contractors in this regard, which are all for common good and shall in no way cause any nuisance to the owners of other flats in the same wing or other wings of the building;</p> <p>13.14 The Allottee(s) shall affix the air conditioning units only in the place specified by the Promoter and shall not change its location under any circumstances.</p> <p>13.15 In case any damage of whatsoever nature is caused to the said Flat/building, by the Allottee(s) or the Allottee(s)'s contractors, the Allottee(s) shall be held responsible for the cost of reinstating or repairing the same and the Allottee(s) alone will be responsible for the same and shall keep the Promoter indemnified and harmless against any loss, damages, claims, suits, proceedings, expenses, charges and costs that the Promoter may suffer as a result of non-observance or non-performance of any of the above conditions stipulated herein and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Flat, including the amount expended on litigation in enforcing rights herein, if any.</p> <p>13.16 The Allottee(s) shall be responsible for payment of minimum wages to the labour employed by them or the Contractor for carrying out any such interior works/furniture and fit-outs and shall keep the Promoter indemnified against al, claims in respect thereof.</p> <p>13.17 The Allottee(s) shall comply with all the labour laws with respect to the contractor, workmen engaged by him/her them and shall be solely responsible for any non-compliance with the same and shall indemnify the Promoter in respect of non-compliance with any labour or other laws.</p> <p>13.18 The Allottee(s) shall not employ any child labour for</p>
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		<p>the purpose of carrying out such fit-out/ interior works/ other works in the said Flat and the Allottee(s) shall be solely responsible for any noncompliance with laws relating to employment of child labour. Further, the Allottee(s) shall indemnify the Promoter in respect of non-compliance with any such laws.</p> <p>13.19 The Promoter shall have a right to inspect and satisfy themselves about the nature of interior works, during the course of execution of the said works and thereafter. If after such inspection the Promoter find that the nature of such works will be harmful to the building or to the owners of other flats, then the Promoter shall have the right to stop such interior works and the Allottee(s) shall forthwith demolish or remove such work. The Promoter shall also be entitled to demolish or remove any work which is not acceptable.</p>
18	15	<p>TAXES AND OTHER EXPENSES:</p> <p>15.2 The Allottee(s) herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST) with effect from 01.07.2017 and the same has to be collected by the Promoter from the Allottee(s) and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made thereunder from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee(s) herein for the transaction in respect of the said flat between the Promoter and Allottee(s).</p> <p>15.3 The Allottee(s) shall be liable to bear and pay from the date of effective completion of the building(s) or the date handing over possession of the said flat, whichever is earlier, the proportionate share (i.e. in proportion to the carpet area of the said flat) of outgoings in respect of the local taxes, N.A. taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance premium, electricity bills for common lights, water pumps, lifts, etc., repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the common areas and amenities.</p> <p>15.4 If at any time, after execution of this agreement the Central Government, State Government, Local authority, Revenue Authority, any other authority, any court, Judicial Authority, Quasi-Judicial Authority by way of any statute, rule, regulation, notification, order, judgment, executive power etc. levies any direct and/or indirect tax, duty, charges, premium, levies, cess, surcharge, demands, welfare fund or any fund, betterment tax, sales tax, transfer tax, turnover tax, works contract tax, service tax, Value Added Tax, Local Body Tax, Goods and Service Tax, penalties and is put in force or shall be in force prospectively or retrospectively, in respect of the said land, said flat and/or for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee(s). The Allottee(s) hereby indemnifies the Promoter from all such levies, costs and</p>

		<p>consequences. The Promoter shall not be liable and/or responsible for payment thereof. The Allottee(s) shall be liable to reimburse the same, to the Promoter together with the penalty (if any) and interest from the date of payment made by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims such as compensation, losses and burden undergone or undertaken. It is further agreed that there shall always be a charge of the Promoter on the said flat against the aforesaid amount payable by the Allottee(s) to the Promoter.</p> <p>15.5 The Allottee(s) shall pay any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said flat by the Allottee(s).</p> <p>15.6 It is agreed and understood between the parties herein that the Allottee(s) shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the conveyance deed or any other agreement. The Promoter shall not be liable to bear the aforesaid expenses for the same.</p> <p>15.7 It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Allottee(s) in addition to the consideration and other charges enumerated herein. The Allottee(s) agree, assure, undertake, affirm and confirm unto the Promoter that the Allottee(s) shall indemnify the Promoter against all claim(s), charge(s), expense(s) and loss(s) incurred by the Promoter, in case the Allottee(s) fails, neglects or avoids to make the payments mentioned in this Agreement.</p>
19	16	<p>MAINTENANCE:</p> <p>16.1 The Allottee(s) herein shall pay to the Promoter, an amount of Rs. 40,000/- (Rupees Forty Thousand Only) plus GST in advance towards temporary maintenance charges, prior to grant of possession of the said flat by the Promoter to the Allottee(s). The said advance shall be utilized for the common maintenance including but not restricted to common security, common electricity, maintenance of lift, cleaning, water charges and other common areas and amenities from the date of obtaining Completion Certificate or handing over possession of the first flat in the project, whichever is earlier.</p> <p>16.2 It is hereby agreed that the Promoter shall maintain the project only out of the advance received from the Allottee(s) and also the Promoter has the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days.</p> <p>16.3 Without prejudice to the above covenants, in the event of the Promoter or Ultimate Organization, finds that the aforesaid maintenance is insufficient for maintaining the project, the Allottee(s) shall be liable to bear, pay and contribute such additional charges as may be levied and</p>

		<p>demanded by the Promoter or the Ultimate Organization. Failing which, the Promoter shall be entitled to discontinue the maintenance of the project.</p> <p>16.4 The Promoter or Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee(s), without prejudice to the other rights and powers of the Promoter or Ultimate Organization.</p> <p>16.5 It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold flats in the project.</p> <p>16.6 The Allottee(s) is made aware of by the Promoter and the Allottee(s) undertakes to maintain all the common areas and amenities enumerated herein below in the present project from the date of handover of management to the Ultimate Organization thereof. The Allottee(s) together with the Ultimate Organization thus formed shall keep the Promoter and the local authority indemnified from any liability arising out of non-functioning or violation of law pertaining to the common areas and amenities.</p>
20	17	<p>PROVISION FOR WATER AND ELECTRICITY:</p> <p>The Promoter will be applying to the concerned authorities for water connections for the project and electricity meter for the said flat and common areas. In case there is delay or shortage in obtaining the water and electricity connections from the concerned department then the Promoter may provide water and electricity supply through any other temporary arrangements. In the aforesaid event, if there is any improper, insufficient, irregular supply of water and/or electricity, the Promoter shall not be held responsible for the same and the same shall not be considered as defect or deficiency in service on part of the Promoter. The Allottee(s) hereby consent for such temporary arrangement that may be made in the said interim period. The Promoter shall be entitled to deduct the expenses along with applicable taxes for such temporary arrangement of water and/or electricity from the temporary maintenance charges paid by the Allottee(s) to the Promoter, until the temporary maintenance charges are completely utilized. Thereafter, the Allottee(s) shall pay proportionate charges as demanded, determined and decided by the Promoter along with necessary taxes applicable thereon, failing which, the Promoter shall be entitled to discontinue the aforesaid supply.</p>
21	20	<p>COMMON AND RESTRICTED AREAS:</p> <p>20.1 The Promoter has ex-gratia provided the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common and restricted areas and facilities, are more particularly described in the 'Schedule IV' written hereunder. The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.</p>

		<p>20.2 It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Promoter shall form and be utilized by all the Allottee(s) in the entire project and that the Allottee(s) or the ultimate organization of the flat holders shall not claim ownership or any other rights therein.</p> <p>20.3 It is further agreed by and between the parties that the construction of the common areas and amenities which are to be provided by the Promoter shall be completed after the construction of all the Buildings/Wings in the project is completed. The Allottee/s shall not raise any objection or dispute for the same.</p> <p>20.4 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Ultimate Organization.</p>
25	24	<p>OTHER CONDITIONS:</p> <p>24.1 It is specifically understood that the brochure(s), compact disk, online advertisements, hoardings, etc. published by Promoter from time to time in respect of the project is just advertisement material and contain various features such as furniture layout in flat, vegetation, plantation, shown around the building, scheme, vehicles, colours, etc. are to increase the aesthetic value only and are not facts. These specification/amenities are not agreed to be developed or provided and the same shall not be considered in any manner as agreement between Promoters and Allottee(s).</p> <p>24.2 The Allottee(s) is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee(s) shall have no objection/complaints whatsoever on that account.</p> <p>24.3 The Allottee(s) is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation/flat/garage/car parking etc., on the ground of religion/caste/creed or nuisance/annoyance/inconvenience for any profession/trade/business etc. that has been or will be permitted by law or by local authority in the concerned locality.</p> <p>24.4 The Allottee(s) authorizes and empower the Promoter to make representation by executing such documents and forms as may be necessary, for procuring Allottee(s)connection, water connection and meter for the said flat in the name of Allottee(s), municipal Assessment of the said flat in the name of Allottee(s). The Allottee(s) undertakes to bear all the expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year and at actuals as levied by the Competent Local Authority, even if the possession of the said flat is taken or given later.</p> <p>24.5 The Allottee(s) understands that the work of the</p>

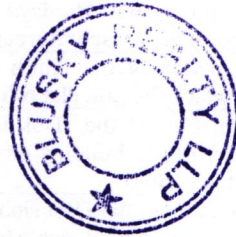
	<p>development and construction on the said land by the Promoter may continue even after grant of possession of the said flat to the Allottee(s). The Allottee(s) shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.</p> <p>24.6 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of building(s) or a part thereof. The Allottee(s) shall have no claim save and except in respect of the said flat hereby agreed to be sold to the Allottee(s) and all common, area and facilities will remain the property of the Promoter until the conveyance.</p> <p>24.7 Any delay tolerated or indulgence shown or commission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) by the Promoter of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Promoter.</p> <p>24.8 The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee(s) orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.</p> <p>24.9 The Allottee(s) herein represents, assures and declares that neither the Allottee(s) nor the members of the family are debarred or disentitled to acquire the said flat under any statute, notification, and rule for the time being in force.</p> <p>24.10 The Allottee(s) herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement(s) with several other person(s) and party(s).</p> <p>24.11 The Allottee(s) has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Allottee(s) agrees that this agreement is subject to the said terms and are also binding on the Allottee(s).</p> <p>24.12 The Promoter shall have a first charge and/or lien on the said flat in respect of any amount payable by the Allottee(s) under the terms and conditions of this Agreement.</p> <p>24.13 The Promoter shall be entitled to allot by way of lease or license an portion of the said land to any Government/semi Government/Local authority/MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee(s) shall not be entitled to raise any objection or grievance about the same.</p>
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		<p>24.14 The Allottee(s) is/are fully aware that the Promoter may have to construct some flats in the project for Maharashtra Housing and Area Development Authority and the Occupants/Allottee(s) of the such flats shall be member of the Ultimate Organization formed by the Promoter for the entire project. Also the Occupants/Allottee(s) of the such flats shall be entitled to use and enjoy all the common areas and amenities provided by the Promoter. The Occupants/Allottee(s) of the such flats shall be liable to bear necessary maintenance charges along with the other flat/flat Allottee(s).</p> <p>24.15 All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase of building(s) for whatsoever reason. All Allottee(s) in all phase(s) and building(s) shall have free access to all other phases and building(s).</p>
27	25	<p>NAME OF THE HOUSING SCHEME:</p> <p>The name of the Project shall be 24LIFE BLISS and this name shall not be changed without the written consent of the Promoter.</p>

Date: 07.02.2024

For

M/S. BLUSKY REALTY LLP
Through its Partner and for self



Kaustubh

1. MR. KAUSTUBH SUKHADEV TALEKAR