



Chandiwala Enterprises

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To,
The MahaRERA Authority,
6th floor, Housefin Bhavan,
Plot No. C-21, E Block, BKC,
Bandra (E), Mumbai - 400 051.

Date: - 19/04/2025

**Sub.: Deviation Report on Agreement for sale the project named
"PEARL UNIVERSE" Located at: PEARL UNIVERSE located at
CTS Nos. 22, 32, 38, 38/1 to 6 of Village Ambivali, Taluka
Andheri, Andheri (West), Mumbai - 400 058.**

Deviation Clause

Clause No. as per our draft	Actual clause
1	1.1 The Promoter shall construct the Real Estate Project being known as "PEARL UNIVERSE", in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement. Provided that, the Promoter shall have to obtain prior approval in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s, except any alteration or change required by any Government authorities or due to change in law, or changes made to exploit the full potential of the said Land or, any change as contemplated by any of the disclosures already made to the Allottee/s herein. Provided further that the Promoter shall be entitled to make modifications, variations, changes, or alterations as may be deemed fit by the Promoter from time to time, by obtaining 2/3rd approval of concerned adversely affected allottees in the Real Estate Project. In this regard, it is agreed between the Parties hereto that (i) the approval of those allottees who are not affected by the

modifications, variations, change or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required, (ii) the Allottee/s shall be deemed to be adversely affected person for the purposes of approval, only if the said Apartment is relocated anywhere else in the Real Estate Project, and (iii) the Promoter shall also be entitled to make such necessary changes within the Real Estate Project or in the said Apartment as may be required by the Promoter or by the concerned authorities or as may be necessary due to architectural and structural requirements, without obtaining any approval from the Allottee/s.

1.2 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the said Apartment, more particularly set out in the Third Schedule hereunder written and as shown in the floor plan thereof hereto annexed and marked as Annexure "J", for the Sale Consideration, as set out in the Third Schedule.

1.3 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces / mechanical parking space/ garage bearing Nos admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs..... /. The Promoter has agreed to provide for the exclusive use of the Allottee/s with the said Apartment, car parking space in the Basement No. or in Three Level Stack Parking on ground floor (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical) as more particularly set out in the Third Schedule hereunder written (hereinafter referred to as "said Car Parking Space"). The Allottee/s agrees and acknowledges that:

(i) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in respect of the said Car Parking Space by the Promoter.

(ii) The Promoter shall identify and allocate the said Car Parking Space simultaneously with offering possession of the said Apartment. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby gives his/ her approval for the same and undertakes not to dispute such allocation, including its size, location, and type of arrangement and / or for any reason whatsoever at any time in future.

(iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as it may deem fit.

(iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society (defined below) / the said Societies (defined below).

(v) The Automated/Mechanical Car Parking System are purchased from third party Vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down

liabilities against the Promoter and / or its affiliates or their successors, SRA and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society / the said Societies of allottees, whichever is earlier. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Space for any reason whatsoever.

1.4 The Allottee/s is aware that just as the said Car Parking Space will be for his/her/its exclusive use, similar exclusive usage right of the respective parking space/s to other allottee/s of the premises in the said Building shall be granted by the Promoter and the same shall be binding on the Allottee/s, his nominees, and assigns. The details of the allocation of the parking spaces done by the Promoter will be provided to the Society / the said Societies /, as and when formed. The Allottee/s shall cause the Society / the said Societies to ratify the parking permission/allocation in favour of the Allottee/s and further that the Allottee/s shall not cause the Society / the said Societies to change the allocation of parking spaces of other allottee/s. The Allottee/s shall be permitted to use the said Car Parking Space, subject to the rules and regulations of the Society / the said Societies.

1.6 The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Apartment on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Apartment.

Allottee/s intimating the Allottee/s about the stage-wise payment due as detailed in the Fourth Schedule hereunder written (the payment at each stage is individually referred to as "the Instalment" and collectively referred to as "the Instalments"). The Allottee/s shall be bound and obligated to pay to the Promoter the Instalment Amount, within 7 (seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract.

1.8 The payment of the Sale Consideration and Other Charges (defined below), taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material, and fundamental terms of this Agreement (time being the essence). The Promoter has agreed to allot and sell the said Apartment to the Allottee/s at the Sale Consideration inter-alia upon the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance, and outgoings in accordance with this Agreement.

1.9 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Apartment together with right to the common areas, amenities and facilities in the Real Estate Project Other Charges") set out in the Fifth Schedule.

1.10 The amounts mentioned in the Fifth Schedule shall be accounted only to the Society / the said Societies / and not to the Allottee/s individually and shall not carry any interest. The interest if any on such amounts shall solely be the entitlement of the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in

the Fifth Schedule, to the bank account of the Promoter, as detailed in the Third Schedule hereunder written or as may be prescribed by the Promoter. The Allottee/s shall bear and pay (or reimburse to the Promoter), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges payable by the Allottee/s in accordance with this Agreement.

1.11 The Other Charges are tentative and may be revised by the Promoter, subject to finalization on or before handing over possession of the said Apartment. The changes, if any, in the Other Charges as set out above shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Apartment to the Allottee/s. The heads of the Other Charges as set out in the Fifth Schedule are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the Other Charges as set out in the Fifth Schedule as the Promoter may indicate to the Allottee/s, without any delay or demur. The Allottee/s agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges is a precondition for handing over possession of the said Apartment by the Promoter to the Allottee/s.

1.12 The Sale Consideration and the Other Charges above excludes taxes including but not limited to Goods and Service Tax ("GST"), Property Tax, Swatch Bharat Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or the said Apartment and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including GST and all other applicable indirect and direct taxes,

State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment and/or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

1.15 It is hereby agreed between the Parties hereto that the measurements of the final areas of the said Apartment as aforesaid shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee/s alone. After the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s shall not be entitled to raise any dispute or claim of whatsoever nature against the Promoter with respect to the said Apartment or otherwise

1.16 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. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoter, firstly to the interest (if any, discharge of any damages,), secondly towards taxes / statutory charges payable / reimbursable (if any) by the Allottee/s (as per the provisions of this Agreement) and lastly towards the principal amount payable by the Allottee/s. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Promoter. The rights of the Promoter under this clause are without

Agreement and in law including the right to terminate this Agreement.

1.17 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the Third Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Third Schedule shall not be treated as payment towards Sale Consideration in respect of the said Apartment. The Promoter shall be jointly entitled to change the account (as set out in the Third Schedule) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

1.18 The Promoter shall have a first and prior charge on the said Apartment with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

1.19 Further, the Allottee/s or the bank/ financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue

for the same within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The credit for the TDS amount deposited by the Allottee/s / bank/ financial institution will be given to the Allottee/s only upon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fails to produce the original TDS Certificates for all the payments made by the Allottee/s at the time of handing over possession of the said Apartment or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Apartment. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties, and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnify(ies) the Promoter from all such costs, expenses, penalties, interest, losses, and damages as may be suffered by the Promoter.

1.20 The Allottee/s agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes

	without prejudice to any other rights or remedies available with the Promoter under this Agreement and in law, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter. 1.21 The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due, without any demands of rebate on the advance payments made by the Allottee/s towards the Sale Consideration. 1.22 In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment.
2	2.1 The Allottee/s hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of their right, title, and interest in the Real Estate Project and the Allottee has/have satisfied himself / herself / themselves of the particulars and disclosures, including the following: (i) Nature of the right, title and interest of the Promoter to the development of the Real Estate Project and the encumbrances thereon; (ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project and the floor plan of the said Apartment; (iii) FSI utilized and/or to be utilized in the Real Estate Project;

allottees of the premises/apartments in the Real Estate Project;

(v) The approvals to be obtained, in relation to the Real Estate Project;

(vi) Nature of responsibilities of the Promoters and Allottee/s under this Agreement; and

(vii) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, taxes, maintenance and outgoings.

2.2 The Allottee/s further confirms and warrants that the Allottee/s has independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirms that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title, and interest of the Promoter in respect of the Real Estate Project and doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Apartment based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

2.3 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Apartment agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

2.4 The Allottee/s agree that in the event of any change in plan due to statutory requirements or otherwise, the Promoter shall have entire right to allot any other apartment/premises of the same

	hereby agreed to be sold. Provided that Sale Consideration shall be adjusted at the same rate as agreed herein.
3	3.1 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 concerned local authority at the time of sanctioning the plans or thereafter and shall, before offering possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment. 3.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall, subject to Force Majeure Events (defined below), abide by the time schedule for completing the said Apartment and offering the said Apartment to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments and other dues payable by him/her under this Agreement and meeting the all the covenants and obligations under the Agreement.
4	4.1 The Promoter hereby declares that the sanctioned Floor Space Index ("FSI") available as on date hereof, in respect of the Real Estate Project is square meters and Promoter has planned to utilize further FSI of approximately square meters by availing of Transferable Development Rights ("TDR") or FSI available on payment of premiums or Fungible FSI or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the Real Estate Project. The Promoter has disclosed the FSI of approximately square meters, as proposed to be utilized by them in the Real Estate Project and Allottee/s 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 aforesaid proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. It is hereby clarified that the Promoter proposes to construct the buildings comprising the Real Estate Project up tofloors as aforesaid, however, as on date the approvals/sanctions obtained in respect of said building is up to floors

	hereby further confirm/s and undertake/s that the Promoter shall be entitled to obtain further revised approvals in respect of the Real Estate Project from time to time. The Allottee/s hereby grants its approval to the same and hereby agrees not to raise any dispute in any nature whatsoever in this regard. 4.2 The Promoter shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project. 4.3 The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the security of premises constructed by utilization of the said Free Sale Component on the said Project Land (including the Real Estate Project), underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank / financial institution / Non-Banking Financial Institution / third party lender ("Lenders") and without having to seek further approval from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).
5	5.1 If the Promoter fails to abide by the time schedule for completion and offering of the said Apartment to the Allottee/s on/or before the Possession Date (as defined below), subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either: (i) Call upon the Promoter by giving a written notice by Courier or E- mail or Registered Post A.D. ("RPAD") at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate"), on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering the possession of the said Apartment. OR (ii) Terminate this Agreement by giving written notice to the Promoter by RPAD at the address provided by the Promoter ("Allottee/s Termination Notice"). Except for the failure of the Promoter to offer the possession of the said Apartment on or

Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall automatically be deemed to have expired and terminated and cease to have any effect whatsoever on ab-initio basis. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Apartment and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s, the balance amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid, simultaneously against the Allottee/s executing a deed of cancellation of this Agreement with the Promoter and admit execution of the same before the concerned Sub-Registrar of Assurances at Mumbai for the purpose of registration. On such repayment of the amounts payable by the Promoter (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and/or the Car Parking Space and the Promoter shall be entitled to deal with and/or dispose-off the said Apartment and/or the Car Parking Space in the manner they deem fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever. It is agreed and clarified that the Promoter is not and shall not in any way be liable for the payment of any loans taken by the Allottee/s from any banks and / or financial institutions or otherwise for purchasing the said Apartment. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Apartment and assign the Car Parking Space, if any, to any third party of their choice on such terms and conditions as the Promoter may deem fit in their sole and absolute discretion.

(iii) In case the Allottee/s elects his remedy under Clause 5.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 5.1(ii) above and vice-versa, save and except as deemed fit by the Promoter.

5.5 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustments and recovery of the said Deductions (defined below) or any other amounts which may be payable to the Promoter) within the period of 30 (thirty) days of the termination, the instalments of Sale Consideration in respect of the said Apartment which may till then have been paid by the Allottee/s to the Promoter.

amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date of the Demand and Tax Invoice till the date such amounts are fully and finally paid together with the interest thereon at the Interest rate.

5.3 Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) and on the Allottee/s committing 3 (three) defaults of payment of installments, or breach of any of the provisions of this Agreement, the Promoter shall at its own option be entitled to terminate this Agreement

5.4 Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by RPAD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of aforesaid notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

5.6 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustments and recovery of the said Deductions (defined below) or any other amounts which may be payable to the Promoter) within the period of 30 (thirty) days of the termination, the instalments of Sale Consideration in respect of the said Apartment which may till then have been paid by the Allottee/s to the Promoter.

5.6 Simultaneously with the termination of this Agreement and prior to refund of the Sale Consideration, if any, as aforesaid, the Allottee/s shall, without demanding any money, execute and register, the deed of cancellation or such other documents (as may be required by the Promoter) ("Deeds") in respect of the said Apartment

Promoter. The Allottee/s shall execute and register the above Deeds within 15 (fifteen) days of the receipt of intimation from the Promoter which shall be prior to refund of the Sale Consideration, if any, as aforesaid by the Promoter and shall return all the original documents with regards to this transaction including inter alia this Agreement to the Promoter. The Parties further confirm that any delay or default in execution / registration or non-execution of the Deeds shall not prejudice the cancellation, the Promoter's right to terminate this Agreement and / or adjust and recover the said Deductions and the Promoter's right to sell/transfer the said Apartment including but not limited to Car Parking Space, if any, to any third party (as set out below).

5.7 Further, upon the termination of this Agreement by the Promoter, the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the said Car Parking Space, if any, and the Promoter shall be entitled to deal with and/or dispose of or alienate the said Apartment and the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner whatsoever. Also, the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("the said Deductions") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("Pre-Quantified Liquidated Damages") and any losses that may be caused to or suffered by the Promoter, (b) brokerage, if any, paid by the Promoter to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Apartment up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by him/her/them, (e) amount of stamp duty and registration charges and/ or any other administrative charges and expenses incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending bank/financial institution (g) any amount/ interest reimbursed by Promoter to the Allottee/s; (h) in case the Allottee/s has availed any loan against mortgage of the said Apartment, then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending bank/financial Institution directly.

5.8 Further, upon termination of this Agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

	that the amount of the said Deductions is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter have agreed to sell the said Apartment to the Allottee/s. 5.10 Without prejudice to rights and remedies available to the Promoter under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Apartment with NOC of the Promoter and this Agreement is terminated by either Party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and obtain necessary letter/ confirmation from such bank/financial institution inter alia stating therein that the bank/financial institution has released its mortgage/ charge on the said Apartment and that the bank/financial institution shall have no recourse against the Promoter or the said Apartment. 5.11 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Apartment and termination of this Agreement, the Promoter shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement. 5.12 The Promoter herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof. 5.13 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.
6	6.1 The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("Utility Providers") i.e. entities

utilities to the allottees in the Real Estate Project and/or the said said building including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

6.2 The Promoter shall have the right to undertake upkeep and maintenance of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the said Towers and/or the said Whole Project including the common areas and amenities forming part of the Real Estate Project ("Services") in full or in part and such decision shall be final and binding upon the Allottee/s ("Facility Manager/s"). Tenure of Facility Manager/s shall be until the Promoter offer to hand over the management and maintenance of the Real Estate Project to the Society / the said Societies and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project to the Society / the said Societies, the Society / the said Societies shall be entitled to undertake the management and maintenance of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

6.3 The Promoter shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Promoter shall also be entitled to designate any space in the Real Estate Project and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project.

6.4 Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any one or more person/company as

and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the premises comprised in the Real Estate Project (as the case may be), in the manner as may be determined by the Promoter. Such charges would be levied on the basis of the Total Area of the said Apartment and the Allottee/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance and management of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project shall be borne and paid by the Allottee/s in proportion to the other allottees/s and occupants of the Real Estate Project.

6.5 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project.

6.6 Upon formation of the Society / the said Societies and handing over of the management of the operation and maintenance of the said Project Building to the Society / the said Societies, the Promoter shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society / the said Societies by executing requisite deeds and documents with the Society / the said Societies. The Promoter shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.

6.7 Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project, as the case may be.

6.8 The Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or

	services and/or utilities provided by them. Further, the Promoter shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.
8	<u>8. Procedure for taking possession:</u> 8.1 Upon obtaining the occupancy certificate from the competent authority in respect of said Apartment and upon payment made by the Allottee/s of the entire Sale Consideration, interest, if any, Other Charges, taxes, maintenance and outgoings etc., due and payable in terms of this Agreement, the Promoter shall offer possession of the said Apartment to the Allottee/s in writing ("Intimation of Possession"). The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoter from the date of Possession Notice. The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days from the date of the Possession Notice. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Real Estate Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc., to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc., by the Allottee/s or other allottee/s of the premises therein and/or their failing to comply with their obligations under this Agreement/their respective agreements. 8.2 Upon the Allottee/s approaching the Promoter to take possession of the said Apartment, the Allottee/s shall simultaneously execute the possession letter and all other necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter ("Possession Documents") and acknowledge the receipt of the original keys of the said Apartment from the Promoter. It is hereby clarified that the Promoter shall handover the possession of the said Apartment to the Allottee/s under this clause upon the Allottee/s having cleared all the outstanding dues including <i>inter alia</i> amounts towards balance Sale Consideration, other charges interests and/or any other payable amounts

within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e. in proportion to the Total Area of the said Apartment from the Possession Notice, including but not limited local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project, as per the terms provided herein. Until the Society / the said Societies is / are formed and the management and maintenance thereof is offered to the Society / the said Societies, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

8.3 The Allottee/s shall, before delivery of possession of the said Apartment in accordance with this Clause, the Allottee/s shall pay to the Promoter to the Other Charges, as per the terms of this Agreement.

8.4 Upon taking possession of the said Apartment, the Allottee/s may undertake fit out/renovation works of the said Apartment and for such purposes, the following terms will be applicable:

- (i) the Allottee/s shall undertake fit out/renovation works of the said Apartment at his/her/its own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Promoter ("**Fit Out Guidelines**") (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Promoter/Society/competent authority (as the case maybe). For the purpose of NOC, the Allottee/s shall submit to the Promoter / the Society / the said Societies, as the case maybe, the complete plans/drawings with all specifications (certified by a certified structural engineer appointed by the Allottee/s) before starting fit-out/ renovation works.

- (iii) The Promoter shall be entitled though not obliged to

		finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful to the said Apartment or to the adjoining premises or to in the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said Apartment to its original condition at the Allottee/s costs and expenses. (iii) The Allottee/s shall on completion of the fit out/renovation works in the said Apartment, submit to the Promoter without delay, a completion letter stating therein that the fit out/renovation works in the said Apartment have been carried out in accordance with the plans/drawings submitted to the Promoter / the Society / the said Societies (and approved) and the NOC as aforesaid. (iv) Neither the Allottee/s nor his architects/ contractors/interior designers, while carrying out fit out/renovation works in the said Apartment, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Apartment / exterior walls / adjoining premises / RCC structure / columns / beams / the tower / building / wing in which the said Apartment is located. In particular, the RCC members/walls should not be punctured, altered, shifted, or damaged under any circumstances. 8.5 Without prejudice to the rights of the Promoter herein, nothing contained in this Clause 8.4 shall hold the Promoter liable towards the acts of the Allottee/s, for the carrying out the fit-out works; and it shall be the sole liability and responsibility of the Allottee/s towards the fit-out works to be carried out as per the Fit-Out Guidelines..
9	9.3	The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purposes more particularly mentioned in the Third Schedule. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking vehicle.

9.4 Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/the Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. The Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written approval of the Promoter, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment / the Real Estate Project by the Allottee/s or occupants thereof. It is further agreed between the Parties that:

- (i) before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Apartment / the tower/building/wing in which the said Apartment is located and in the workmanship executed taking into consideration of the clauses of this Agreement;
- (ii) it shall be the responsibility of the Allottee/s to maintain the said Apartment and the tower/building/wing in which the said Apartment is located, in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage;

	(iii) where the manufacturer's warranty on any product/amenity provided in the said Apartment / the Real Estate Project and/or the said Car Parking Space ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / the Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society (defined below) / Societies (defined below) of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time; (iv) the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the said Apartment / Real Estate Project wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter; and (v) the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects.
10	10. Formation of the Society / the said Societies: 10.1 within three months of receiving the Occupancy Certificate of the

majority of apartments/flats/shops/units being sold in the entire project, whichever is earlier, the Promoter shall submit an application to the competent authorities to form a co-operative housing society comprising the Allottee/s and other allottees of the premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("the Society"). Notwithstanding anything contained above, the Promoter reserves its right to form more than one society ("the said Societies") for each wing of the Real Estate Project, in such other manner as the Promoter deems fit and / or with such modifications as may be deemed fit by the Promoters.

10.2 The Allottee/s shall along with other allottees of premises /apartments in the Real Estate Project comprised in the buildings forming part of the Real Estate Project, join in forming and registering the Society / the said Societies, as the case may be.

10.3 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society / the said Societies and for becoming a member thereof, including the bye-laws of the Society / the said Societies and shall duly fill in, sign and return to the Promoter, within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society / the said Societies. The Allottee/s shall not raise any objection to any changes or modifications (if any) are made in the draft/final bye-laws of the Society / the said Societies, as may be required by the Registrar of Co-operative Societies or any other competent authority.

10.4 The name of the Society / the said Societies shall be solely decided by the Promoter.

10.5 The Society / the said Societies shall admit all purchasers of premises / apartment of the portions of the Real Estate Project for which it is / they are formed, as members, in accordance with law.

10.6 The Promoter shall be entitled, but not obliged to, join as a member of the Society / the said Societies in respect of unsold premises / apartment in the Real Estate Project, if any.

10.7 Post the offering to hand over the management and maintenance of the Real Estate Project to the Society / the said Societies, as the case may be, by the Promoter, the Society / the said Societies shall be responsible for the operation and management and/or supervision of the portions of the Real Estate Project for which it is / they are formed, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee/s shall not be entitled to dissolve the Society / the said Societies formed by the Promoter with a view to form a separate society / societies for the operation and management and/or supervision of the Real Estate Project or part thereof.

10.8 The Promoter shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society / the said Societies and the Society / the said Societies and/or the Allottee/s hereby agree and undertake not to raise any objection against the same.

10.9 Post hand over the management and maintenance of the said Society / the said Societies, as the case may be, the Promoter shall continue to be entitled to unsold premises in the Real Estate Project and to undertake the marketing etc., in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or

	whatsoever to the Society / the said Societies, as the case may be, for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises). 10.10 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / the said Societies including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society / the said Societies and its members / intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same in any manner whatsoever.
11	11. Transfer of the Real Estate Project to the Society / the said Societies: 11.1 Within 3 (three) months from the date of issue of the occupation certificate in respect of the Real Estate Project the buildings comprised therein, shall be conveyed to the Society / the said Societies, as the case may be, vide a registered indenture of conveyance, subject to the applicable law ("Society Conveyance"). The Society / the said Societies, as the case may be, shall be required to join in execution and registration of the Society Conveyance. 11.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance, including in respect of (a) any documents, instruments, papers and writings. (b) professional fees charged by the Advocate "

approving all such documents, shall be borne and paid by the Society / the said Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoters shall not be liable toward the same.

11.3 Post offering to hand over the maintenance and management of the Real Estate Project, the Society / the said Societies shall be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project, in accordance with the provisions of this Agreement, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard, in accordance with the provisions of this Agreement. The Promoter shall not be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project.

11.4 Post execution of the Society Conveyance, the Promoter shall continue to be entitled to deal with the unsold premises in the Real Estate Project and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises)

11.5 The Promoter shall, within three months of registration of the Society or Association or Limited Company or Within 3 (three) months from the date of issue of the occupation certificate in respect of the buildings in the Real Estate Project, whichever is later, as aforesaid, cause to be transferred to the society or Limited Company all the right.

	and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. 11.6 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company or Within 3 (three) months from the date of issue of the occupation certificate in respect of the buildings in the Real Estate Project, whichever is later,, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed
12.	12. TRANSFER OF THE DEVELOPABLE LAND (described secondly in first schedule) . 12.1 Within 3 (three) months from the date of issue of the full occupation certificate to the rehab building/wing/and the Real Estate Project i.e. salable building the developable land as mentioned secondly in the first schedule shall be jointly and commonly conveyed to the society formed by Rehab building and the Real Estate project.. 12.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Common Areas and Facilities Conveyance, 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 societies comprised in the said Towers and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.
13.	<u>13. Representations and warranties of the Promoter:</u> The Promoter hereby represent and warrant to the Allottee/s as follows: 13.1 The Promoter has clear and marketable title with

Agreement and has the requisite rights to carry out development upon the Real Estate Project and also has the possession of the said Free Sale Land for the implementation of the Real Estate Project.

- 13.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- 13.3 There are no encumbrances upon the Real Estate Project, or the Project except those disclosed to Allottee in the said Title Certificate.
- 13.4 There are no litigations pending before any Court of law with respect to the Free Sale Land or the Real Estate Project except those disclosed to the Allottee in the said Title Certificate.
- 13.5 The Promoter hereby represents and warrants that all approvals, licenses, and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project shall be obtained by following due process of law and the Promoter have been and shall at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project.
- 13.6 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/s created herein, may prejudicially be affected.
- 13.7 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 Real Estate Project other than the allottee/s in the said property, including the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.

	contemplated in this Agreement. 13.9 At the time of execution of the conveyance deed of the structure to the Society/the Societies of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the Real Estate Project together with the common areas, facilities and amenities to the Society/Societies. 13.10 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 Real Estate Project to the competent authorities. 13.11 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 developable Land) has been received or served upon the Promoter in respect of the Real Estate Project except those disclosed in the said Title Certificate
14.	14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows: 14.1 To maintain the said Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said 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 said Apartment is situated and the said Apartment itself or any part thereof without the approval of the local authorities, if required. 14.2 Not to store in the said 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 said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may

Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

14.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

14.4 Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said 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 said Apartment without the prior written permission of the Promoter and/or the Society / the said Societies.

14.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Real Estate Project and/or any part thereof and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

14.6 Not to throw dirt, rubbish, rags, garbage or other refuse or

part thereof and the building in which the said Apartment is situated or any portion of the Real Estate Project and/or the said Whole Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society / the said Societies. The wet garbage generated in the said Real Estate Project and/or any part thereof shall be treated on the same plot by the residents / occupants / allottees of the Real Estate Project.

- 14.7 Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the said Apartment is situated.
- 14.8 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 said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- 14.9 To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc.
- 14.10 Not to change the user of the said Apartment without the prior written permission of the Promoter and the Society / the said Societies and the concerned authority.
- 14.11 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, or dispose of or alienate otherwise howsoever, the said Apartment and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 14.12 The Allottee/s shall observe and perform all the rules and regulations which the Society / the said Societies may adopt at its

that may be made from time to time for protection and maintenance of the said entire property and/or any part thereof 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/s shall also observe and perform all the stipulations and conditions laid down by the Society / the said Societies regarding the occupancy and use of the said Apartment in the said Whole Project and/or any part thereof and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

14.13 The Allottee/s 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 Real Estate Project or any part thereof to view and examine the state and condition thereof.

14.14 The Allottee/s hereby agrees that they have understood the layout of the said said Project Land. The Allottee/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Promoter for the allottees of the Commercial Portion and the Residential Portion respectively, the vehicular movement and the pedestrian movement of the allottees of the Commercial Portion and the Residential Portion respectively and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.

14.15 The said Apartment shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said

The Allottee/s, along with any and all purchasers of the said Project Land and/or any part thereof, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoter shall provide the amenities in the said Apartment as set out in Sixth Schedule hereto. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Apartment or in the said Project Land and/or any part thereof. Further, though the Promoter may have proposed to provide amenities and facilities as stated herein, the Promoter reserve the right to add, alter, amend, relocate, or delete any or all of the proposed amenities comprised in the Second Schedule and the Sixth Schedule hereto.

14.16 The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.

14.17 Not to affix any fixtures or grills on the exterior of the said Project Land and/or any part thereof for the purposes of drying clothes or for

the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the said Project Land and/or any part thereof. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Apartment for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

14.18 Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the said Project Land and/or any part thereof in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to have uniformity in the façade or outer look of the said Apartment / the said Project Land and/or any part thereof.

14.19 To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Whole Project and/or any part thereof and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities

14.20 Not to do or permit to be done any renovation / repair within the said Apartment without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Apartment, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Apartment or of any damage caused to the said Apartment or the said Project Land and/or any part thereof on account of such renovation / repair.

14.21 Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities.

14.22 The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment.

14.23 The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the ODU for the said Apartment in the space allocated by the Promoter, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever.

14.24 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment / the said Project Land and/or any part thereof in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.

14.25 To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws

additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project Land and/or any part thereof and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the said Societies / the Promoter regarding the occupation and use of the said Apartment in the said Project Land and/or any part thereof and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

14.26 Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society / the said Societies (post handing over management of the said Real Estate Project and/or any part thereof), for the purpose of maintenance, management and up-keep of the said Real Estate Project and/or any part thereof, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment.

14.27 The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the said Real Estate Project and/or any part thereof or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

14.28 The Allottee/s shall never in any manner enclose any ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, balcony, utility, dry yards, service yards and any other areas in the said Real Estate Project and/or any part thereof. These areas should be kept open and should not be partly or wholly enclosed including installing any

said Apartment or any part thereof and keep the same unenclosed at all times.

14.29 The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, partitions or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Real Estate Project and/or any part thereof or do any act to affect the FSI potential of the said Land.

14.30 The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any approval or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.

14.31 The Allottee/s shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the said Real Estate Project and/or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the said Real Estate Project and/or any part thereof. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Whole Project and/or any part thereof.

14.32 The Allottee/s shall park his/her car in the said Car Parking Space allocated to the Allottee/s and shall not park his/her car at any other place.

14.33 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied

14.34 The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

14.35 The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land / the said Real Estate Project and/or any part thereof in perpetuity.

14.36 The Promoter shall be entitled to construct site offices/sales lounge in the Free Sale Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the Free Sale Land is fully completed, irrespective of whether the Free Sale Land or any portion thereof is transferred to the Society / the said Societies.

14.37 The Promoter shall have option to offer possession of the said Apartment even prior to completion of the Real Estate Project Amenities and/or the said Amenities and/or the Exclusive Common Areas and Facilities. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The Allottee/s hereby agrees and covenants with the Promoter that he he/she/they/it shall not raise any objection, dispute, complaint or grievance of any nature whatsoever with respect to the carpet area of the said Apartment, post taking possession of the said Apartment from the Promoter in terms of this Agreement. The Allottee/s acknowledges that the Real Estate Project Amenities / the said Amenities/the Exclusive Common Areas and Facilities shall be operational and would be handed over to the Society / the said Societies (as the case may be) only after completion of the Real Estate Project and the said Real Estate Project (as the case may be) in full and receipt of occupation certificate in respect thereof. The Promoter reserves its right

	common amenities. The Allottee/s approvals and agrees for the same and shall not raise any dispute or claim at any time. 14.38 Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the 4covenants set out under this Clause 18, shall amount material breach, entitling the Promoter to terminate this Agreement, at the sole discretion of the Promoter.
15.	15. The Allottee/s hereby nominates the persons as set out in the Third Schedule ("the said Nominee") as his / her / their / its nominee in respect of the said Apartment. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter
16.	5. Allottees/ Loan and Mortgage: 16.1 The Allottee/s shall be entitled to avail housing loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such bank/financial institution, with the prior written consent of the Promoter. The Promoter will grant their no objection to the Allottee/s availing of such loan from the bank/financial institution and mortgaging

however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank/financial institution in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and such mortgage in favour of such bank/financial institution shall be subject to Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the bank/financial institution to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

16.2 It is hereby further agreed by the Allottee/s that in the event if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter, then the Allottee/s agree/s and undertake/s to pay such amounts to the Promoter, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise its rights and entitlements under this Agreement. The Allottee/s further agree/s and confirm/s that in the event the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, the Allottee/s shall give his/her/their/its approval to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Consideration directly to the bank account of the Promoter, based on the payment Instalments as set out herein, upon issuance of the demand letter/notice from the Promoter addressed to the Allottee/s and to the

	16.3 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to such loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne, incurred and paid by the Allottee/s. 16.4 The Allottee/s hereby indemnifies and shall keep indemnified and held harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Promoter may suffer due to any action that may be initiated by such bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing such loan/mortgage.
17.	17. The Allottee/s hereby represents and warrants to the Promoter that: (a) he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise; (b) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be; (c) no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties; (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc; (e) no notice is received from the Government of India (either

	his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them; (f) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties; (g) he / she / they has / have not compounded payment with his / her / their / its creditors; (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence; (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the said Whole Project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement; (j) he/she/it has not indulged into any activity or offence relating money laundering and/or any other acts of crime and no notice has been received by or proceedings initiated against the Allottee/s under the provisions of the existing law; (k) The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement, without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments
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	(l) The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided. The representations and warranties stated in this Clause 22 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties. The Promoter shall be entitled to terminate this Agreement in the event of breach of any of the provisions of this Agreement including inter alia the provisions of this Clause 22.
18.	18.The representations and warranties stated in this Clause 22 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties. The Promoter shall be entitled to terminate this Agreement in the event of breach of any of the provisions of this Agreement including <i>inter alia</i> the provisions of this Clause 22.
19.	<u>19. Miscellaneous</u> 19.1 It is abundantly made clear to the Allottee/s who is or may become a non- resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, Chapter IX of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 notified by the Central Government on 17th October, 2019 read with any amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments.

by the Central Government on 17th October, 2019 read with any amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the foregoing provisions, he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

19.2 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

19.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and/or of the said Land and/or the Free Sale Buildings or any part thereof. The Allottee/s shall have no claim, save and except in respect of the said 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 Free Sale Buildings are transferred to the Society / the said Societies and until the Free Sale Land is transferred to the Society / the said Societies as hereinbefore mentioned.

19.4 The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto and including the costs of enforcing this indemnity) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or

	obtained by Promoter in respect of the Real Estate Project; and (c) due to representations, covenants and warranties of the Allottee/s being false or untrue.
20.	1. <u>Promoter's mortgage:</u> The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the said Property or / units / premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/ financial institution/ Non-Banking Financial Institution (lenders) and without having to seek any consent from Allottee/s in any manner whatsoever, written or otherwise.
22.	<u>22. Entire Agreement:</u> 22.1 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, Reservation Form, Brochure, Expression of Interest (Eoi), letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. 22.2 All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in

	accordance with plans and specifications approved by the authorities and as contained in this agreement
28.	<u>28. Place of Execution:</u> 28.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai. 28.2 The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties shall attend such office and admit execution thereof
29.	<u>29. Communication and Notices:</u> 29.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified in the Third Schedule. 29.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this

	letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.
34.	34.1 In this Agreement where the context admits: (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced; (ii) any reference to the singular shall include the plural and vice-versa; (iii) any references to the masculine, the feminine and the neuter shall include each other; (iv) any references to a "company" shall include a body corporate; (v) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed; (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include

clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (x) in 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 Business Day, then the period shall include the next following Business Day;
- (xi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

	importing a person) shall be construed so as to include: (a) an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity); (b) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and (c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives. (d) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and (e) Any reference to "writing" excludes text messaging via mobile phone or communication over any other form of social media including WhatsApp.
	<u>THE FOURTH SCHEDULE HEREINABOVE</u> <u>REFERRED TO</u> (Schedule of the payment of the Sale Consideration)

Agreement.

ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) 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 Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee

For M/S. CHANDIWALA ENTERPTISES PRIVATE LTD

**Anis Humayun
Chandiwala**

Digitally signed by Anis
Humayun Chandiwala
Date: 2025.04.19 13:14:26
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Director

Date: 19/04/2025