

D & A INFRA HERITAGE PRIVATE LIMITED

11th June, 2024

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

Re: Deviation Report with respect to model copy of the Agreement for Sale for the Project known as **"Imperial Worli"** being developed by D&A Infra Heritage Private Limited.

Dear Sir/Madam,

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

Sr. No.	Clause of the Model Agreement for Sale.	Clauses in the Draft Agreement for Sale of D&A Infra Heritage Private Limited for Imperial Worli.
1.	The Promoters shall construct the said buildings consisting of _____ basement and ground/stilt/podiums and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government Authorities.	In Recital XXXII, Page No. 9 of the Draft Agreement for Sale read with Clause 4 (e), Page No. 15 of the Draft Agreement for Sale. This Agreement is in respect of a free-sale apartment to be constructed by the Promoters in the said Building. The said Building will be known as "The Imperial Worli" and the said Building will comprise of a basement, ground plus 12 mechanized car parking levels plus 1 amenities floor and upper 19 floors on a portion of the said Property in accordance with the plans, designs, specifications approved by the SRA and which have been inspected and reviewed by the Allottee(s). Provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect

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Regd. Off. Room No. 13, 3rd Floor, Bombay Mutual Terrace, S. V. P. Road, Opp Standard Chartered Bank, Mumbai - 400 007, Maharashtra, INDIA | Tel.: 23644440 | Email Id : tcbkk@rediffmail.com

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		of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government Authorities or due to change in law.
2.	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres. on floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C – 1 and C – 2 for the consideration of Rs. including Rs.... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.	In Clause 3, Page No. 13 of the Draft Agreement for Sale read with Clause(s) 4 (a) and 4 (d), Page No. 14 of the Draft Agreement for Sale. Subject to the terms and conditions of this Agreement, the Promoters agree to sell to the Allottee(s) and the Allottee(s) agree/s to purchase from the Promoters, on ownership basis, the said Apartment, as shown and delineated by red boundary line on the plan annexed to this Agreement and marked as Annexure "J", at and for the Sale Consideration as set out in the Second Schedule hereunder written. It is hereby mutually agreed upon by and between the parties hereto that the Sale Consideration shall be paid by the Allottee(s) to the Promoters as per the Payment Schedule more particularly described in the Fourth Schedule hereunder written. It is clarified that the Promoters have hereby agreed to sell and the Allottee(s) has/have hereby agreed to purchase and acquire from the Promoters the said Apartment in a bare shell condition and the balcony on the basis of the RERA Carpet Area and more particularly described in the Second Schedule hereunder. The Allottee, in addition to the said Apartment, shall be entitled for additional areas appurtenant to the said Apartment and more particularly described in the Second Schedule hereunder written and shown on the floor plan annexed hereto and marked as Annexure "J"

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		as limited common areas and facilities exclusive to the use and occupation of the Allottee(s). The Appurtenant Areas shall be exclusive to the said Apartment and shall be a limited common areas and facilities for the said Apartment. It is expressly agreed and acknowledged by the Allottee(s) that all common areas in the Building (excluding the Appurtenant Areas/Limited Common Area) facilities and amenities including the staircases, common passages, lift lobbies, lifts, refuge floor/areas etc., shall always vest with the Promoters alone, till the said Property and the said Building are transferred to the Condominium of Apartments and/or Co-Operative Society and/or Limited Company and/or a common organization / body of allottees that may be formed as the Promoters may deem fit ("the Organization"), contemplated herein, and the Allottee(s) shall not claim any rights in respect of the same. However, the Allottee(s) shall pay their proportionate share of maintenance of such common areas, facilities and amenities etc., with effect from the commencement of the Date of Payment of Outgoings.
3.	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ___ situated at ___ Basement and/or stilt and/or ___ podium being constructed in the layout for the consideration of Rs. ___/- The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ___ situated at ___ Basement and/or stilt and/or ___ podium	In Clause 4 (b), Page No. 14 of the Draft Agreement for Sale read with Clause 4 (c), Page No. 14 of the Draft Agreement for Sale. Incidental to the ownership of the Apartment, the Promoters will reserve with the Allottee(s), without charging any consideration, for the Allottees' exclusive use ___ car parking spaces in the said Building. The aforesaid reservation of the said

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	being constructed in the layout or the consideration Rs. _____/-	car parking space shall be subject to confirmation of the Organization (defined later) of the apartment purchasers that will be formed in the manner hereinafter provided. The Promoters have further informed the Allottee(s) and the Allottee(s) has/have understood, agreed and confirmed that other than the car parking spaces reserved for the Allottee(s) in the said Building. The Allottee(s) and/or the Organization (defined later) formed by the Allottee(s) will not have any share, right, title, interest or claim in the said additional car parking spaces and the Promoters or their successors and assigns, shall freely, at its own discretion and without any consent (whether expressed or implied), of the Allottee(s) or Organization be entitled to allot and/or demise and/or transfer in any manner whatsoever, the said additional car parking spaces to any of the allottee(s) of the said Building.
4.	The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-	
5.	The Allottee has paid on or before execution of this Agreement a sum of _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay that Promoter the balance amount of Rs/- (Rupees only) in the following manner: (i) Amount of Rs...../- (....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement (ii) Amount of Rs...../- (....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of	In Clause 5 (a), Page No. 15 of the Draft Agreement for Sale Prior to the execution of these presents, the Allottee has paid to the Promoters Earnest Money as more particularly described in the Fourth Schedule hereunder written (the payment and receipt whereof the Promoters doth hereby admits and acknowledges) being part consideration for the Apartment agreed to be sold by the Promoters to the Allottee and the Allottee has agreed to pay to the Promoter the balance Sale Consideration in the

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	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 on or after receipt of occupancy certificate or completion certificate.	manner set out in the Fourth Schedule hereunder written.
6.	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the [Apartment/Plot]	In Clause 5(h), Page No. 17 of the Draft Agreement for Sale The Sale Consideration is exclusive of all taxes including but not limited to Goods and Service Tax ("GST") and other taxes, levies, duties, cess, assessments, etc. as maybe payable to any authority or body in respect of the construction of the said

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		Building/development of the said Property and sale of the said Apartment (statutory or otherwise, current or future) along with any interest/penalty thereon, if applicable, up to the date of handing over possession of the said Apartment to the Allottee(s). Accordingly, in addition to the Sale Consideration, the Allottee(s) shall bear all such GST and other taxes, levies, duties, cesses, assessments etc. and pay the same to the Promoters within 15 (fifteen) days from the date of receipt of the written demand from the Promoters.
7.	The Total Price is escalation-free save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.	In Clause 5(c), Page No. 15 of the Draft Agreement for Sale. The Sale Consideration is escalation-free save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
8.	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discontinuing such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any	

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	revision/withdrawal, once granted to an Allottee by the Promoter.	
9.	The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined time limited then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand an additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.	In Clause 5(d), Page No. 16 of the Draft Agreement for Sale. The Promoters shall confirm the final carpet area (as defined under RERA) of the said Apartment that has been agreed to be sold/allotted to the Allottee(s), after the occupation certificate is granted by SRA, upto the variation of 3% in the carpet area referred to in this Agreement, there shall not be any change in the total price referred to in this Agreement. In case the variation is beyond the above referred 3%, the total price referred to in this Agreement above shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area beyond the aforesaid agreed variation, then the excess money paid by Allottee(s) to the extent of the reduced area (which is beyond the agreed variation), shall be adjusted towards the next milestone of the payment plan/ installment of the purchase price. If there is any increase in the carpet area beyond the aforesaid agreed variation, the Promoters shall demand additional amount to the extent of the increased area (which is beyond the agreed variation), from the Allottee(s) in the next milestone of the payment plan/ instalment. All these monetary adjustments shall be made at the same rate per square meter that can be ascertained from the consideration stated herein PROVIDED HOWEVER THAT in case of such variation, as set out hereinabove, the Allottee(s) shall not be entitled to initiate any legal proceedings, civil or criminal, against the Promoters.

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10.	The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.	In Clause 6(j), Page 22 of the Draft Agreement for Sale. The Allottee(s) authorizes the Promoters to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoters may in their sole discretion deem fit and the Allottee(s) undertakes not to object/resist/demand/direct the Promoters to adjust his/her/its payments in any particular manner.
11.	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 said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, to obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.	In Clause 7(ix), Page No. 23 of the Draft Agreement for Sale. The Promoters hereby agree 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/competent authority at the time of sanctioning the plans and/or at any stage of the completion of the project, and the Allottee(s) shall co-operate, assist in the same and shall not raise any objections thereto
12.	Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.	In Clause 7(vii), Page No. 23 of the Draft Agreement for Sale. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee(s) after receiving the Occupancy Certificate for the said Apartment or the completion certificate or both, as the case may be.
13.	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and the Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of	In Clause 9(i), Page No. 29 of the Draft Agreement for Sale. The Promoters hereby declare that the Floor Space Index ("FSI") available as on date in respect of the project land is _____ square meters only and Promoters have planned to utilize Floor Space Index of _____ by availing of Transferable

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increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ proposed to be utilized by him on the project land in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI on the understanding that the declared proposed FSI shall belong to Promoter only.	Development Rights ("TDR") or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the DC Regulations or based on expectation of increased FSI which may be available in future on modification to the DC Regulations, which are applicable. If any further FSI is granted or any further FSI becomes available by use of any TDR, or due to change of any applicable policy/rules/regulations/laws or otherwise hereafter on the said Property (including but not limited to any change of any Government Policy pertaining to any reservations on the said Property including Green Belt area/Recreational Ground and or by virtue of any amalgamation/clubbing of any other scheme/ land, and or any change or introduction of notification, policy change, circular, rules, regulations and/or laws or otherwise, hereafter up to the date of execution of lease in favour of the Organization then the Promoters shall have exclusive right to carry out further such construction on the said Property or on the said Building constructed on the said Property by utilizing such increased or further FSI as deemed appropriate. In the event if any further FSI becomes available as mentioned hereinabove, the ownership of the said incremental/ further FSI that is granted or becomes available, shall remain with the Promoters and the Allottee(s) and the Organization will not have right to use of any TDR or otherwise any further FSI. is granted or to consume any FSI. even permitted in the future. All the costs, charges and expenses of such construction shall be borne and paid by the Promoters. The Promoters
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		hereby state that the FSI available in respect of the said Property may be utilized by the Promoters elsewhere for any purpose whatsoever. The Allottee(s) or the said Organization shall not have any claim, demand or objection in respect of the same in any manner whatsoever. The residual FSI in the said Property or the lay-out not consumed will be available to the Promoters only. Similarly, the Promoters shall be entitled to use for their own benefit the FSI on the said Property made available out of amalgamation/clubbing of two or more schemes or otherwise.
14.	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter	In Clause 14(m)(I), Page No. 40 of the Draft Agreement for Sale. Subject to the entitlement of the Promoters for reasonable extension as stated above, if the Promoters fail to handover the said Apartment to the Allottee(s) on or before the Possession Date (save and except for the reasons as stated hereinabove) then the Allottee(s) shall be entitled to either of the following: (I) In case the Allottee(s) do not intend to withdraw from the Project, the Promoters will pay him/her/them, interest at the rate stipulated under RERA and/or the Rules made thereunder for every month of delay from the Possession Date, on all the amounts paid by the Allottee(s) for every month of delay, till the offering of the possession of the said Apartment to the Allottee(s)
15.	Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by	In Clause 21, Page No. 47 of the Draft Agreement for Sale. In the event, the Allottee(s) commits any breach, in the payment as mentioned hereunder in this Agreement, or his or her or their or

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concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee of his intention to terminate this Agreement and of the specific breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.	its share of taxes, levies, duties etc. or other amounts payable by the Allottee(s) to the Promoters under this Agreement and on the Allottee(s) commits a default in respect of the payments of instalments, then: (i) Promoters shall be entitled to terminate this Agreement and shall be entitled to forfeit, as liquidated damages, 10% (Ten per cent) of the Sale Consideration specified above along with Goods and Services Tax, as the case may be payable as per applicable law and in the event of any brokerage having been paid by the Promoters then 10% (Ten per cent) of the Sale Consideration specified above plus the actual brokerage, if any, paid by the Promoters in respect of the said Apartment, provided that Promoters shall have given notice of 15 (fifteen) days in writing to the Allottee(s) of his/her/their/its 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 and the Allottee(s) shall fail to rectify the breach or breaches mentioned by the Promoters within the period of notice. The balance amount, if any, shall be refunded to the Allottee(s) by the Promoters within 30 (Thirty) days of such termination and on and from the date of such termination, the Promoter shall be entitled to sell and disposed of the said Apartment immediately to any other person/ parties without any further notice and or recourse to the Allottee(s). In case the aggregate amount of the instalment paid by the Allottee(s) to the Promoters is not sufficient for payments/adjustment of the aforesaid liquidated damages, then the Allottee(s) shall make payment of the deficient amount of
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		the liquidated damages to the Promoters latest within 15 (fifteen) days of receiving the written demand from the Promoters for the same. Upon termination as mentioned above and as the case may be, the Allottee(s) shall, as required, if and when called upon by the Promoters forthwith execute and register the deed of cancellation. It is clarified that the termination of this Agreement shall take place as aforesaid whether the above deed of cancellation is executed and registered or not. The termination shall not be dependent upon or linked with the execution and registration of the aforesaid deed of cancellation and it will be the sole option of the Promoters whether to insist upon the Allottee(s) to execute and register the deed of cancellation. (ii) Notwithstanding anything contained in this Agreement, the Allottee(s) shall be liable to pay the Promoter's Interest on the unpaid amount/s at the rate stipulated under RERA and/or the Rules made thereunder from the date of default till realization.
16.	The Promoter shall give possession of the Apartment to the Allottee on or before day of..... 20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in Clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the	In Clause 13, Page No. 37 of the Draft Agreement for Sale. (a) The Promoters shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Building/s is delayed on account of Force Majeure Event and/or on account of any notice, order, rule, notification of the Government and/or other public or competent authority as mentioned hereunder. Upon a Force Majeure Event arising, the Promoter shall automatically be entitled for an extension of time period for

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	Apartment is to be situated on account of- (i) war, civil commotion or Act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.	completion of the Project and such extension of time period for completion shall be binding on the Allottee unconditionally.
17.	The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.	In Clause 14(a) and 14(b), Page No. 37 of the Draft Agreement for Sale. (a) The Promoters shall upon receiving the Occupation Certificate of the said Apartment, give an Intimation to take Possession ("the Intimation to take Possession") to the Allottee(s). The Intimation to take Possession shall call upon the Allottee(s) to take possession of the Apartment within a period of 15 (fifteen) days from the date of receipt of the Intimation to take Possession. (b) Subject to the Promoters having received all the amounts payable by the Allottee(s) in respect of the said Premises including but not limited to the above referred Sale Consideration, the Promoters shall offer possession of the said Apartment to the Allottee(s).
18.	The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating the said Apartments are ready to use	In Clause 14 (a), Page No. 37 of the Draft Agreement for Sale. The Promoters shall upon receiving the Occupation Certificate of the said Apartment, give an Intimation to take Possession ("the Intimation to take Possession") to the Allottee(s). The Intimation to take Possession shall call upon the Allottee(s) to take possession of the Apartment within a period of 15 (fifteen) days from the date of receipt of the Intimation to take Possession.
19.	Upon receiving a written intimation from the Promoter as per Clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this	In Clause 14(d), Page No. 38 of the draft Agreement for Sale read with Clause 14(f) of the draft Agreement for Sale.

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	Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable	14(d) Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoters within the period stated above and shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoters and the Promoters shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts, if any, by the Allottee. 14(f) In the event the Allottee fails and/or neglects to take possession of the Apartment within the specified period, as set out hereinabove, it shall be deemed that the Allottee have taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the "Possession Date" and all obligations of the Allottee relating to the said Premises shall be deemed to be effective from the said Possession Date.
20.	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.	In Clause 27(a), Page No. 57 read along with Clause 27(b), Page No. 57 of the Draft Agreement for Sale. If within the time period as stipulated by RERA, from the date of handing over the said Apartment to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect (defined below) in the said Apartment or the said Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service (defined below), then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such

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		defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under RERA; “Structural Defect” shall mean any defects/damages caused to the structural members of the said Building, common amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the said Building and the common areas by reason of which the Allottee(s) is prevented from the use and enjoyment of the said Apartment and/or the common area Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Allottee(s) of the said Apartment or due to the following events: (i) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements; (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked; (iii) Fire, explosion or chemical contamination, corrosion or oxidization due to moisture due to proximity of sea bodies.
21.	The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose *residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.	In Clause 6(c), Page No. 18 in the draft of the Agreement for Sale. The Allottee(s) shall use the said Apartment/Premises and or any part thereof or permit the same to be used for the purpose of residence only and not for any other purpose.

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22.	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee, if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.	In Clause 8(a), Page No. 26 of the Draft Agreement for Sale read with Clause 8(b), Page No. 26 of the Draft Agreement for Sale. 8(a) The Promoters may at their sole discretion and at the cost/expenses of the Allottee(s), form either a Condominium of Apartments and/or Co-operative Society and/or Limited Company and/or a common organization / body of allottees as the Promoters may deem fit i.e., the Organization as defined hereunder within 3 (three months) from the date of receipt of the Occupancy Certificate OR on execution of the registered agreement for sale by 51% purchasers in respect of the said Building and that the Allottee(s) hereby consent/s to the same and shall not dispute the decision of the Promoters in this regard 8(b) The Allottee(s) hereby agree/s to co-operate with the Promoters in the formation of the said Organization and sign and execute, on being called upon, all applications, forms and other papers required for this purpose.
23.	The Promoter shall within three months of the registration of the Society or Association or Limited Company as aforesaid, cause to be transferred to the society or Limited Company all the right, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.	In Clause 8(c), Page No. 26 of the Draft Agreement for Sale. The Promoters shall, after completion of the development of the said Property as stated below, cause the said Building along with corresponding portion of the said Property (the land underlying and appurtenant to the said Building admeasuring in [•] square meters or thereabouts and forming a part of the land bearing C.S No. 881), to be conveyed to

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		the said Organization within the time as applicable under applicable law.
24.	The Promoter shall within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and 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.	In Clause 8(c), Page No. 26 of the Draft Agreement for Sale. The Promoters shall, after completion of the development of the said Property as stated below, cause the said Building along with corresponding portion of the said Property (the land underlying and appurtenant to the said Building admeasuring in [•] square meters or thereabouts and forming a part of the land bearing C.S No. 881), to be conveyed to the said Organization within the time as applicable under applicable law.
25.	Within 15 days after notice in writing is given by the Promoter to the Allottee, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerk bills, collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of the outgoings as may be determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottees to the Promoters shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease being executed for the structure of the building or	In Clause 14(g), Page No. 39 of the Draft Agreement for Sale read with Clause 6(d) Page No. 18 of the Draft Agreement for Sale. 14 (g) It is agreed that the Possession Date or receipt of the Occupancy Certificate whichever is earlier shall be deemed to be "the Commencement Date for Payment of Outgoings", whether or not the Allottee(s) takes possession of the said Apartment, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment and the said Building/s including maintenance charges inclusive of GST as may be applicable, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts,

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wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company as the case may be.	repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the said Organization and use of the Common Areas and Amenities. 6(d) Notwithstanding anything contained in this Agreement, the Allottee(s) shall pay to the Promoters the provisional monthly contribution towards common maintenance charges for a period of _____ (_____) months in advance at the rate of approximately ₹_____/-(Rupees_____ Only) per sq. ft. per month commencing from the Commencement Date for Payment of Outgoings. Thereafter; the Allottee(s) shall regularly pay to the Promoters the provisional monthly contribution as may be determined by the Promoters from time to time on or before the 5th day of each and every month towards their provisional proportionate share of all expenses, and outgoings due in respect of the said Premises on account of the following, <i>inter alia</i> viz: (i) Maintenance, repairs to the building, the compound, garden, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc; (ii) Cost of keeping the property clean and lit; (iii) Decorating and/or painting the exterior of the
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		building, passages and staircases after date of possession or date of the Occupation Certificate; (iv) Lease rent, the premium in respect of the Lease Municipal and other taxes, cesses, levies and premium in respect of the insurance of the building, land revenue, assessments, etc. The Promoters may collect from the Allottee(s) or direct in writing to the Allottee(s) to pay to MCGM and/or concerned authorities the aforesaid charges as and when the corresponding bills/demands are raised by the concerned authorities and insurance company; (v) Salaries and wages of persons employed for watching and/or cleaning the property, operating water-pumps, maintaining records, etc; (vi) Water & Sewerage charges & taxes etc; (vii) Sinking & other funds as may be determined by the Promoters; (viii) Rent & cost of water meter or electric meters; (ix) Cost of water supplied by water tankers;
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		(x) Maintenance of common areas, facilities and amenities etc.; and (xi) All other outgoings in respect of the said Property and the said Building including those incurred for the exclusive benefit of Allottee(s) and/or the Apartment. The amounts of deposits and outgoings payable by each Allottee(s) have been fixed/ will be fixed provisionally by the Promoters, and the Allottee(s) shall be bound by the same and make the payment within the timeline as aforesaid. After the execution of lease/ assignment in favour of the Organization, the Organization may at its discretion, revise and re-fix the amounts payable for different apartments. Excess collections, if any, by the Promoters for the maintenance shall be handed over by the Promoters to the Organization as if it constituted a part of the deposit collected under this clause, subject to adjustment and treatment in the same manner as herein mentioned. If the amount of provisional monthly contribution fixed by the Promoters is found to be short, the Allottee(s) shall pay to the Promoters on demand such revised amount as may be fixed by the Promoters. All monies paid by the Allottee(s) are ad hoc and account of the same shall be given to the Organization upon transfer/ assignment of the said Property in its favour. In the
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		event the said Building is not assessed for property tax, the Allottee(s) shall pay such ad-hoc amount towards property tax as determined by the Promoters or MCGM and after the assessment, shall pay the difference/ deficient amount of property tax (if any) forthwith upon receiving demand from the Promoters.
26.	The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs..... for share money, application entrance fee of the Society or Limited Company/Federation/Apex Body. (ii) Rs..... for formation an registration of the Society or Limited Company/Federation/Apex Body. (iii) Rs..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body (iv) Rs..... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex Body. (v) Rs..... for Deposit towards Water, Electric and other utility and services connection charges & (vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout	In Clause 20(a), Page No. 43 of the Draft Agreement for Sale. The Allottee(s) shall, on or before delivery of possession of the said Apartment and on demand by the Promoters, keep deposited with the Promoters or pay the following amounts: (i) ____/- application money, share application charges, entrance fee of the Organization; (ii) ____/- Plus taxes towards costs for formation and registration of the Organization; (iii) ____/- plus taxes towards Utility and Infra related expenses; (iv) ____/- plus taxes towards Development and Infrastructure charges; (v) ____/- plus taxes ad-hoc/provisional monthly contribution towards common maintenance for a period of 12 (twelve) months; (vi) ____/-plus taxes ad-hoc towards deposit of maintenance for a period of 6 months;

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		(vii) ₹ _____/- towards Corpus fund on aggregate area; (viii) Rs. _____/- towards the reimbursement of the Land Under Construction assessment charges from the start of the construction till the date of Intimation to take Possession; (ix) Rs. _____/- plus taxes towards Legal charges
27.	The Allottee shall pay to the Promoter a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.	In Clause 20(a)(ix), Page No. 44 of the Draft Agreement for Sale The Allottee(s) shall, on or before delivery of possession of the said Apartment and on demand by the Promoters, keep deposited with the Promoters or pay the following amounts: (ix) Rs. _____/- plus taxes towards Legal charges
28.	At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of the stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.	In clause 15 (c), (d) and (e), Page No. 42 of the Draft Agreement for Sale 15(c) The Allottee(s) shall also bear and pay the proportionate stamp duty and registration charges in respect of the Deed of Lease/ Assignment and of the vesting document(s) that may be executed in favour of the said Organization to be formed in respect of the said Building. 15(d) The Allottee(s) shall, pay the amounts as mentioned under this Agreement, and pay the stamp duty, registration charges and all other costs, charges, outgoings and expenses relating

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		to all other documents to be executed by the Allottee(s) and/or the Promoters before transfer of the said Property in favour of the Organization. 15(e) In the event of any stamp duty, registration charges or any other levy, cess, tax or payment becoming due or payable at any time before or after the lease/assignment of the said Property to the said Organization, the Allottee(s) shall be solely responsible and liable to pay the amounts due in respect of or attributable to the said Premises to the concerned authorities.
29.	The Promoter hereby represents and warrants to the Allottee as follows: - The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual physical and legal possession of the project land for the implementation of the Project; - The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; - There are no encumbrances upon the project land or the Project except those disclosed in the title report; - There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;	In Clause 7, Page No. 22 of the draft Agreement for Sale. The Promoters hereby represent, warrant to the Allottee(s) as follows: - The Promoters' title to develop the said Property is as stated in the Title Reports annexed hereto and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the project; - The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to

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	v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas; vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement; viii. The Promoter confirms that Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] in the manner contemplated in this Agreement; ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the allottees;	complete the development of the Project; (iii) There are no encumbrances upon the said Property or the said Building except those disclosed in the aforesaid Title Reports and this Agreement; (iv) There are no litigations pending before any Court of law with respect to the said Property or the said Building except those disclosed in the title report; (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Property and the said Building are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project; (vi) The Promoters hereby agree 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/competent authority, at the time of sanctioning the plans and/or at any stage of the completion of the project, and the Allottee(s) shall co- operate, assist in the
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	x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said Project to the Competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.	(vii) same and shall not raise any objections thereto; The Promoters have 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; (viii) The Promoters have 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 said Property or the said Premises, which will in any manner, affect the rights of Allottee(s) under this Agreement and no third party rights are created in respect of the said Apartment and neither the same is attached as per any order/s from any Statutory Authority or any Court of Law. The title of the Promoters in respect of the said Apartment is clear and marketable; (ix) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement; (x) At the time of execution of the Deed of Lease/ Assignment in favour of
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		the Organization, the Promoters shall handover lawful, vacant, peaceful, physical possession of the general common areas of the said Building to the Organization in the said Building; (xi) Till the date of occupation certificate, the Promoters have duly paid and further agree and undertake to pay and discharge government and/or semi government and/or other dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, under whichever head payable with respect to the properties mentioned in First and Second Schedules hereunder to the competent authorities under any nomenclature which may become due and payable in future; (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the said Property and/or the Project except those disclosed in the Title
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		Reports and this Agreement;
30.	The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, or any other structure of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the	In Clause 26, Page No. 50 of the Draft Agreement for Sale. The Allottee(s) shall from the date of taking possession of his/her/their said Premises: (a) Maintain the said Premises at his/her/their own costs as a prudent person in good and tenable condition and shall not do or suffer to be done anything in or to the said Building in which the said Premises are 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 Premises are situated and the said Premises itself or any part thereof without the consent of the local authorities, if required; (b) Carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Premises 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

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	Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.	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;
iv.	Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.	(c) Not to use the said Premises in violation of any provision of law applicable thereto; (d) Not to use or permit the said Premises to be used for any purpose other than permissible under any law for the time being in force; (e) Not to cause any nuisance or annoyance to other allottees in the said Building; (f) Not to make any changes of any nature whatsoever to the exterior of the said Premises including inter alia to the façade, passages, landings, lobby etc., and to the colour Scheme, treatment, including name plate etc; (g) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown out of the windows, doors of the said Premises, in the passage or in the compound of or any portion of the said Building or any other portion of the Project; (h) Bear and pay increase in local taxes, water charges, insurance, premiums for maintaining approvals including but not limited to Consent to Operate from the STP and the OWC 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
v.	Not to throw, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment is situated.	
vi.	To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by	

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	vii. the Allottee for any purposes other than for purpose for which it is sold. The Allottee shall not let, sub-let, transfer, assign or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. viii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. ix. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.	change of user of the said Premises by the Allottee(s) for any purposes other than for purpose for which it is sold; (i) Not to do or suffer to be done anything to in or about the said Premises or the Project or the said Building or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of the Municipal Corporation, MHADA, SRA or any other concerned authority or the bye- laws/ articles of association of the Organization; (j) Not to carry out any modifications in the elevator lobbies or the common areas of the said Building including creation of shoe racks, permanent structures, nameplates/ statuettes/ potted plants, etc., outside the Premises and all other common areas; (k) Not to carry out any modifications of whatsoever nature to the exterior including installation of safety grills of the balconies of the said Premises save and except as per the designs and specifications provided by the Promoters; (l) To take due precautionary measures while working on shaft drain outlets, the toilets, kitchen, etc., and not to do anything which may cause clogging of pipelines and/or drainages
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		(m) Not to do anything which is would deface walls, damage paintwork; (n) Not to place any potted plants on parapet sills; (o) Not to dry/ hang clothes, garments, rugs etc., in the deck area, outside/from the windows, common lobbies, or on or from any of the facades of the said Building; (p) Not to use common floor lobbies for storage of personal belongings like potted plants, vases, bicycles, shoe racks, etc; (q) Not to fix/install anything on the walls of the common floor lobbies; (r) Not to allow the servants from loitering and/or sleeping in the lobbies, common areas and facilities; (s) Not to tamper the aesthetics of the interiors/display panels and call buttons by scratches or graffiti; (t) Not to demolish or cause to be demolished the said Premises or any part/s thereof make or cause to be made any change, addition or alteration whatsoever in or to the said Premises or any part/s thereof nor any alteration in the façade, structure, elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the said Premises 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 Premises
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		issituated and shall not chisel, damage or restructure in any manner the columns, beams, walls, slabs or RCC, Pardis or any other structural members in the said Premises or any part/s thereof; (u) Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Premises after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoters liable for execution of such works; (v) Not to make use of/encroach upon any portion of the said Building or any spaces (open or otherwise) in the compound not acquired nor forming part of the said Apartment; (w) Not to store /stock /keep any dangerous/ hazardous/ combustible/ inflammable/ banned materials/ objects/ items/ articles or goods which are so heavy so as to damage the construction or structure of the said Building, in the said Premises /in any open spaces/in the compound 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 damage or likely to damage the staircases, common passages or any other structure of the said Building, including entrances of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee(s) in this behalf,
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	the Allottee(s) shall be liable for repairing/ restoring the damaged portion/area at her cost expeditiously; (x) Not to park any vehicles in any open space in the compound other than at the designated area, if any; (y) Not to restrain the Promoters or their servants and agents from entering upon the said Premises for inspecting the same at reasonable hours or from carrying out any construction or repair work on any part of the said Building or the said Premises for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used in the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes; (z) In case of leakage from the walls due to monsoon, the same shall be rectified by the Promoters within three (3) months of the completion of first monsoon after date of Possession. Thereafter the Developers/Promoters shall not be responsible for any leakage and the same shall be rectified by the Flat Purchaser/s Allottee(s) at their own cost and shall not hold the Developers/Promoters liable in any manner;
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		(aa) Become a member of the Organization and from time to time sign and execute all documents, letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoters and/ or the Organization shall reasonably require him/ her/ them to do; (bb) Observe, perform and comply with all the bye-laws, rules and regulations which may be framed by the Promotor or the Organization; (cc) To use, occupy and possess the said Apartment on the terms and conditions set out in this Agreement and as per the provisions of RERA and/or the Rules framed thereunder; (dd) Not to sell, transfer, assign, let, sub-let, grant leave and licence, dispose of or in any other manner deal with, dispose of or part with physical possession of the said Premises or any part/s thereof or their right, title and interest thereto or therein or under this Agreement, to any other person/s before paying to the Promoters all the amounts payable to them as per the Payment Schedule hereunder, and without first obtaining the prior written consent in that behalf from the Promoters. For giving such consent, the Promoters shall be entitled to charge transfer charges as mentioned in this Agreement; (ee) Not to alter or affix grills from outside of any windows or at any place which affects the
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	structure, façade and/or elevation of the said Building in any manner whatsoever; (ff) Not to affix air conditioners at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever; (gg) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Building in any manner whatsoever; (hh) Not to enclose any deck and balcony (dry or otherwise) in the said Premises; (ii) Not to change, alter or modify the main doors to the said Apartment; (jj) Not to change, alter or modify the lift landings outside the said Apartment or any part/s thereof; (kk) To obtain statutory approvals (as may be required) from the concerned authorities and submit the statutory approvals and approved plans to the Promoters for any interior works to be undertaken in the said Premises, without which the Promoters may withhold their permission; (ll) To insure the said Premises from any loss, theft damage caused due to human intervention and due to any act of God including earthquake, floods, riots or any other natural calamity, act of enemy, war and other causes beyond the control
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		of the Promoters during the course of interior works, for which the Promoters shall not be liable; (mm) To ensure the safety of the workers carrying out the interior works in the said Premises from any accident, loss and or damage; (nn) Not to use the passenger lifts in the said Building for carrying any heavy or bulky packages/ machinery/ equipment/ material to or from the said Premises and not cause any damage to the lifts, staircases, common passages, refuge areas or any parts of the said Premises and/or the said Building; (oo) Not to misuse and or cause any nuisance or annoyance in the open space, deck and or any common area and passages in the said Building; (pp) Not to post any advertisement, or posters of any kind in or on the said Building or any part thereof; (qq) Not to install wiring for electrical or telephone installation, television antennae, machines or air-conditioning units etc., on the exterior of the said Building or any part thereof; (rr) To observe the garden usage rules, as framed by the association of the Organization;
31.	Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking	In Clause 16, Page No. 43 of the Draft Agreement for Sale. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise, sale, transfer or assignment in

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	space, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.	law of the said Building or any part/s thereof or the said Property or any part/s thereof, to the Allottee(s). 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, terraces, recreation spaces, will remain the property of the Promoters until the said Building is transferred to the Organization or other body until the Deed of Lease/Deed of Assignment is executed and registered in the manner as contemplated herein.
32.	After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot].	In Clause 7(xvi), Page No. 25 of the Draft Agreement for Sale. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s). It is hereby clarified that the Promoter shall be entitled to create charge and/or mortgage in respect of the remaining free-sale flats/apartments in the Building and/or all the receivables thereof and/or the said Property in order to raise finance for the development of the said Property.
33.	Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30	In Clause 31, Page No. 60 of the Draft Agreement for Sale. Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on

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	(thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest for compensation whatsoever.	the part of the Promoters or the Allottee(s) until, first, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedules more particularly described in the Fourth Schedule hereunder, and secondly, appears for the registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled.
34.	The Allottee 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 and the Promoter will attend such office and admit execution thereof.	In Clause 15(b), Page No. 42 of the Draft Agreement for Sale. The Allottee(s) will present this Agreement for registration within 4(four) months from the date hereof and the Promoters will attend the office of Sub-Registrar and admit execution thereof, after the Allottee(s) inform/s them the number under which it is so presented for registration.
35.	That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/ Under Certificate of	In Clause 19, Page No. 43 of the Draft Agreement for Sale. All letters, receipts and/or notices dispatched by the Promoters by

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	Posting at their respective address specified below: _____ Name of Allottee _____ (Allottee's Address) Notified Email ID: _____ M/s _____ Promoter Name _____ (Promoter Address) Notified Email ID: _____	Registered A.D./ _____ under Certificate of Posting/ Courier to the Allottee(s) at the address given in the Agreement (unless any change of the same is confirmed by the Allottee(s) in writing and acknowledged by the Promoters in writing) shall be deemed to have been properly delivered to the Allottee(s) on the 7th day of its posting if sent by Registered A.D./ _____ under Certificate of Posting/courier and in any other case on confirmation of delivery.
36.	The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee	In Clause 15(a), Page No. 42 of the Draft Agreement for Sale The Allottee(s) alone shall be liable for stamping and registering this Agreement/ the Deed of Apartment (if applicable) and all other allied/ incidental documents as required by law as well as paying the stamp duty and the registration charges, including penalty, if any, payable in respect of this Agreement, the Deed of Apartment and/or any other allied/ incidental documents to be executed between the parties hereto. The Promoters shall not be responsible nor liable to contribute any amount towards the same.
37.	Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.	In clause 28, Page No.59 of the draft Agreement for Sale. In the event any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the

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		rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. The authorized representatives of both the parties shall co-operate and negotiate in good faith and attempt to amicably resolve the dispute. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the competent authority/ court at Mumbai alone shall have exclusive jurisdiction for all disputes arising under this Agreement.
38.	That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction of this Agreement.	In clause 28, Page No.59 of the draft Agreement for Sale. In the event any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. The authorized representatives of both the parties shall co-operate and negotiate in good faith and attempt to amicably resolve the dispute. This Agreement and the rights and duties of the Parties arising

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		out of this Agreement shall be governed by and construed in accordance with the laws of India and the competent authority/ court at Mumbai alone shall have exclusive jurisdiction for all disputes arising under this Agreement.
39.	Both parties agree that they shall executed, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction	In clause 33, Page No. 60 of the Draft Agreement for Sale. The Parties hereto agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the execution of instruments and actions specifically provided for herein, as may be reasonable required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
40.	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes	In Clause 34, Page No. 61 of the Draft Agreement for Sale. It is understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the said Apartment, in case of a transfer, as the obligations of the Allottee(s) herein go along with the said Apartment for all intents and purposes

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