

Deviation Report

Document Type: Agreement for Sale

Project Name: **"Disha Elysium"**

Project Land: land bearing CTS No. 831/13, S.No.143, Plot No.5B admeasuring approx. **2970 sq. mts.** Or thereabouts together with the building known as 'Daswani Co-operative Housing Society Ltd.' standing thereon, of Village Ambivali, Taluka Andheri in Mumbai Suburban District.

Promoter Name: **M/s. Disha Construction**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Clause 1– added portion:

1. In this Agreement, unless another intention is stated-

i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.

ii) the singular includes the plural and vice versa;

iii) Reference to a particular gender does not exclude the other gender;

(ii) Clause 3.2 – added portion:

i) Token on confirmation of apartment choice 10% of the total
Consideration.

ii) On Execution of this Agreement 20% of the total
Consideration.

iii) On Completion of Plinth 15% of the total Consideration.

Disha Group of Companies

iv)	On completion of 1st Slab	1.60% of the total Consideration.
v)	On completion of 2nd Slab	1.30% of the total Consideration
vi)	On completion of 3rd Slab	1.30% of the total Consideration
vii)	On completion of 4th Slab	1.30% of the total Consideration
viii)	On completion of 5th Slab	1.30% of the total Consideration
ix)	On completion of 6th Slab	1.30% of the total Consideration
x)	On completion of 7th Slab	1.30% of the total Consideration
xi)	On completion of 8th Slab	1.30% of the total Consideration
xii)	On completion of 9th Slab	1.30% of the total Consideration
xiii)	On completion of 10th Slab	1.30% of the total Consideration
xiv)	On completion of 11th Slab	1.30% of the total Consideration
xv)	On completion of 12th Slab	1.30% of the total Consideration
xvi)	On completion of 13th Slab	1.30% of the total Consideration
xvii)	On completion of 14th Slab	1.30% of the total Consideration
xviii)	On completion of 15th Slab	1.30% of the total Consideration
xix)	On completion of 16th Slab	1.30% of the total Consideration
xx)	On completion of 17th Slab	1.30% of the total Consideration

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| xxi) | On completion of 18th Slab | 1.30% of the total
Consideration |
| xxii) | On completion of 19th Slab | 1.30% of the total
Consideration |
| xxiii) | On Completion of the walls, 10% of the total internal
plaster, floorings doors consideration and windows
of the said Apartment. | |
| xxiv) | On Completion of the Sanitary fittings, 5% of the total
staircases, lift wells, lobbies up to the consideration
floor level of the said Apartment. | |
| xxv) | On Completion of the external 5% of the total
plumbing and external plaster, consideration elevation,
terraces with waterproofing, of the building in which the said
Apartment is located. | |
| xxvi) | On completion of the lifts, 5% of the total water pumps,
electrical fittings, consideration electro,
mechanical and environment requirements,
entrance lobby/s, plinth protection,
paving of areas appertain and all other requirements of the
building in which the said Apartment is located. | |
| xxvii) | At the time of handing over of the 5% of the total
possession of the Apartment to the consideration
Allottee/s/Purchaser/s | |

(iii) Clause 3.5 – added portion:

In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Developers/Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Developers/Promoters by reason of non-

deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Developers/ Promoters such omission on the part of Apartment Purchaser shall be constructed as breach of this agreement.

(iv) Clause 5.2 & 5.3 – added portion:

5.2 The Developers / Promoters are also entitled to the balance potentiality and/or the FSI and/or the incentive FSI and/or the TDR /and/or Fungible and/or other FSI as may be available from time to time till completion of the Project and for the purpose to raise additional Floor/s by amending the building Plans by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder and the Developers / Promoters are also entitled to consume further FSI as may be permissible under any law or circular or by way of concession, set back or payment of premium or by reason of change in the Development Control Rules and Policy or issuance of any circulars for the time being in force.

5.3 The Allottee/s/Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the MCGM and other authorities concerned and also subject to the Developers / Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Developers / Promoters by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder. -

(v) Clause 6 – added portion:

It is hereby further expressly agreed that notwithstanding the Allottee/s/ Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s/Purchaser/s to make payment of part/balance purchase price in respect of the said Apartment to the Developers / Promoters and mortgaged/mortgage the said Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and

without diminishing or affecting the rights of the Developers / Promoters under this Agreement (which is to be subject to issuance of a No-objection letter by the Developers / Promoters in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s/Purchaser/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Developers / Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s/Purchaser/s hereby further expressly agree/s that the Allottee/s/ Purchaser/s shall not sell, transfer, let-out or deal with the said apartment in any manner whatsoever without obtaining prior written permission from the Developers / Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Developers / Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s/ Purchaser/s to inform the said organization about the lien of such Banks/Financial Institutions and the Developers / Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s/Purchaser/s shall indemnify and keep indemnified the Developers / Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Developers / Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s/Purchaser/s of the terms and conditions governing the said loan in respect of the said apartment and the Allottee/s/Purchaser/s hereby agree/s and undertake/s that the Developers / Promoters shall have a first lien/charge on the said apartment towards all the claims, costs, charges or expenses/losses of the Developers / Promoters and the Allottee/s/Purchaser/s further undertake/s to reimburse to the Developers / Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Developers / Promoters without any delay, default or demur.

(vi) Clause 7.1 – added portion:

Unless prevented by force majeure event/s, the Developers / Promoters will hand over possession of the said Apartment to the Allottee/s/ Purchaser/s on or before 60 months from the date of issuance of Commencement certificate with a further grace period of Six (6) months or such further period as may be agreed between the parties, subject to the Allottee/s/Purchaser/s making timely payments of the installments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Allottee/s/Purchaser/s duly observing all the terms and conditions, contained herein.

(vii) Clause 8.3, 8.4 & 8.5 – added portion

8.3 Upon termination of this Agreement in terms hereof, the Developers / Promoters shall be at liberty to dispose of and sell the said Apartment and covered car parking space to such person and at such price as the Developers / Promoters may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Developers / Promoters shall refund to the Allottee/s/Purchaser/s only the amount paid by the Allottee/s/Purchaser/s (and not anything more than that) within a period of thirty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- (a) 15% of the Purchase Price (which is to stand forfeited by M/s. Disha Constructions upon termination of this Agreement);
- (b) the taxes and outgoings, if any, due and payable by the Allottee/s/Purchaser/s in respect of the said Apartment up to the date of termination of this Agreement;
- (c) processing fee and brokerage paid, if any etc. in respect of the said Apartment;
- (d) the amount of interest payable by the Allottee/s/ Purchaser/s to the Developers / Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

- (e) in the event, the resale price of the said Apartment to a prospective Allottee/s/ Purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and
- (f) the costs incurred by the Developers / Promoters in finding a new buyer for the said Apartment.
- (g) Pre-EMI Interest, if any, paid by the Developers / Promoters to Banks/Financial Institution on behalf of Allottee/s/ Purchaser/s under particular Scheme.

8.4 Any payment/s made by the Allottee/s/ Purchaser/s to the Developers / Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s/Purchaser/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

8.5 In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below bank account. The Allottee(s) agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottees' failure in this regard.

Bank Account Details		
Beneficiary Name	:	
Bank Account Number	:	
Bank Name	:	
Branch	:	
IFSC Code	:	

(viii) Clause 9– added portion

9.1 The fixtures, fittings and amenities to be provided by the Developers / Promoters in the said building and the said Apartment hereby agreed to be sold are those that are set out in ANNEXURE “F” annexed hereto. The Allottee/s/Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Developers / Promoters, the Developers / Promoters shall be entitled to change the fixtures, fittings and amenities to be provided in the said Apartment. In such circumstances, Developers / Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s/ Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Developers / Promoters to offer at the earliest/on time the possession of the said Apartment / s to the Allottee/s/Purchaser/s as agreed under this Agreement. The Allottee/s/ Purchaser/s agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Developers / Promoters.

9.2 All materials including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoters shall pre-select such materials for installation in the Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Promoters shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoters in this regard.

(ix) Clause 10.3 – added portion

The Allottee/s/Purchaser/s shall check up all the fixtures and fittings in the said Apartment before taking possession of the same. At the time of taking possession of the said Apartment, the Allottee/s/Purchaser/s shall bring to the attention of the Developers / Promoters any defects in completion of the said

Apartment, in absence whereof, the Developers / Promoters shall be deemed to have presumed that the Allottee/s/Purchaser/s is fully satisfied with the completion of the said Apartment in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Developers / Promoters. Thereafter, the Allottee/s/Purchaser/s shall have no claim against the Developers / Promoters in respect of any item of work in the said Apartment or in the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

(x) Clause 12– added portion

The Allottee/s/Purchaser/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of or for which Plans are sanctioned. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

(xi) Clause 13 – added portion

The Developer/Promoters has informed the Allottee(s) and the Allottee(s) is/are aware & agree that in order to provide a common and better quality service the Developer/Promoters shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the buildings to be constructed upon the Layout Land. The aforesaid rights are retained by the Developer/Promoters to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Allottee(s) and /or other occupants of apartment(s)/premises in the Tower shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Allottee(s) and/or occupants of apartment(s)/premises in the Tower and/or the association /

Apex Body / Apex Bodies shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary cooperation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

(xii) Clause 14.1 – added portion

A Deed of Conveyance is not required to be executed, conveying the said Property to the Society, as the Society is already in existence having absolute title in respect of the said Property.

(xiii) Clause 15.2 – added portion

It is clarified that the maintenance charges as mentioned and set out in detail in the Fourth Schedule hereunder written shall be borne and paid by the Allottee/s/Purchaser/s and the Society.

(xiv) Clause 16.2 – added portion

The Allottee/s/Purchaser/s shall pay to the Society a sum of Rs. _____/-
(Rupees _____
only) towards:-

- (i) Rs. _____/- for share money, application, entrance fee of the Society in favour of the said society.
- (ii) Rs. _____/- for provisional monthly contribution towards outgoings of Society.
- (iii) Proportionate share of sinking fund as per the Society's request.
- (iv) If any GST applicable under the above heads.

(xv) Clause 17(iii) – added portion

The Developers/Promoters have disclosed and the Allottee/s/Purchaser/s hereby agree, accept and confirm that the Promoters shall be entitled to raise finance from

any Financial institutions on their unsold Apartments and shall disclose to the Allottee/s/Purchaser/s of such unsold Apartments. Such Apartments shall be sold by the Developers/Promoters with intimation of the finance raised to the prospective Allottee/s/ Purchaser/s of such Apartments;

(xvi) Clause 18.1(vii) – added portion

He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Said Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments

(xvii) Clause 18.1 – added portion

xii) The Allottee/s/Purchaser/s shall permit the Developers / Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings / project land or any part thereof to view and examine the state and condition thereof.

xiii) The Allottee/s/Purchaser/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.

xiv) The Allottee/s/Purchaser/s is made aware of the fact that the said building is deficient in open space and MCGM will not be held liable for the same in future. Further the Allottee/s/Purchaser/s hereby agrees and permit for the neighborhood development with deficient open space in future and that the Allottee/s/purchaser will not hold the MCGM liable for the Proposed inadequate / sub-standard sizes of rooms in future. The Allottee/s/purchaser is further put to the notice about the inadequate maneuvering space of car parking and no complaint shall be made to M.C.G.M. with this regard.

xv) Shall assign and / or transfer the benefit of this Agreement to any person only for such user as sanctioned.

(xviii) Clause 20 – added portion

Any delay tolerated or indulgence shown by the Developers / Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Apartment Allottee/s/Purchaser/s by the Developers / Promoters shall not be construed as a waiver on the part of the Developers / Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s/Purchaser/s nor shall the same in any manner prejudice the rights of the Developers / Promoters.

(xix) Clause 23.1 – added portion

The Allottee/s/Purchaser/s hereby declares that before the execution of this Agreement, the Developers / Promoters have made full, free and complete disclosure and the Allottee/s/ Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following:-

(c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;

(e) The Allottee/s/Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Developers / Promoters as aforesaid, as well as the terms and conditions hereinafter mentioned, the Allottee/s/Purchaser/s with full knowledge thereof have entered into this Agreement.

(xx) Clause 23.2(iii) – added portion

While fixing the consideration of the said Apartment, proper consideration and due care and caution is taken of various powers or authorities mentioned herein, given by the Allottee/s/Purchaser/s to the Developers / Promoters.

(xxi) Clause 24 – added portion

The Developers / Promoters, as permitted by the Municipal Corporation is providing a Fitness Centre and the society office, as per the Rules and Regulations of Municipal Corporation for the purpose of the user of the same by the Society on the portion of the First habitable Floor i.e. 3rd floor of the building.

(xxii) Clause 25 – added portion

25.1 Irrespective of whatever is stated herein above in the immediately preceding clause, the Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building.

The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

25.2 Only on completion of the Project and on the Developers / Promoters consuming the full permissible F.S.I. available in respect of the said property the Developers / Promoters shall hand over the management of the building to the Society and if the management of the building is handed over to the Society prior to Developers / Promoters consuming the full permissible FSI available, the Developers / Promoters hereby reserve their

right to exploit the F.S.I. not consumed on the said property. The Allottee/s/Purchaser/s confirm/s that the Developers / Promoters are and shall be entitled to the said property and all the benefit arising therefrom and have agreed only to sell the said Apartment being subject matter of this Agreement and the Allottee/s/purchaser's rights are restricted to the said Apartment notwithstanding any statutory rights and if any, the Allottee/s/Purchaser/s hereby waive/s all such rights. It is further agreed that in the event of the Allottee/s/Purchaser/s disputing or challenging the rights of the Developers / Promoters then in such case the Developers / Promoters shall have the right to terminate this Agreement notwithstanding the fact that the Allottee/s/Purchaser/s has/have paid the full consideration amount and/or has/have been put into possession of the said Apartment.

25.3 All unsold Apartments, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, stilt area and other Apartments and spaces in the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Developers / Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose of the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Allottee/s/ Purchaser/s do hereby give permission to what is stated above and the Allottee/s/Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

25.4 The Developers / Promoters intend to and may retain for themselves the remaining apartments in the said Building to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the said Building, as the case may be. The Developers / Promoters shall not be liable to pay non occupancy charges thereof to the said Society.

(xxiii) Clause 26.1 – added portion

The Developers / Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Developers / Promoters and/or their affiliates (hereinafter referred as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the said Building therein including, on open space/s, the terraces and/or any parts of the said Building if it so desires at its own costs and expenses. The Developers / Promoters and/or their Group Companies will not be liable to make any payment of any nature to Allottee/s/Purchaser and/or the occupant/s of the other apartments the said Building and/or the said Society in respect of the displays.

(xxiv) Clause 27 – added portion

27.1 The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Apartment by the Allottee/s/Purchaser/s and his/her/its bona fide family members to the end and intent that:

- i) As and when the said Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new Allottee/s/purchaser(s) of the said Apartment and the Allottee/s/ Purchaser/s' rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;
- ii) The Allottee/s/Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new Allottee/s/Purchaser/s the benefit thereof along with the sale and-transfer of the said Apartment to such Allottee/s/Purchaser/s;

27.2 If the TATA Limited / Adani Electricity Mumbai Ltd. or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Apartment Allottee/s/Purchaser/s in the said building including the Apartment Allottee/s/ Purchaser/s herein in proportion with the area of their respective Apartment.

(xxv) Clause 28 – added portion

- (a) The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned consuming F.S.I. credit or T.D.R., fungible FSI, protected FSI and/or outside F.S.I. by the MCGM and all other concerned authorities;
- (b) That the common areas and facilities (if any) shall be as set out in the Third Schedule hereunder written;
- (c) The Apartment is intended and shall be used for residential use only and the Allottee/s/Purchaser/s undertakes that the said Apartment shall not be used by the Apartment Allottee/s/Purchaser/s for any other purposes whatsoever.

(xxvi) Clause 29(a) – added portion

Without modifying the plan of the said Apartment the Developers / Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof by following the due procedure of law as prescribed by RERA and rules and regulations made thereunder.

(xxvii) Clause 30.1 – added portion

The Developers / Promoters shall have first lien and charge on the said Apartment agreed to be acquired by the Allottee/s/Purchaser/s in respect of all the amounts payable by the Allottee/s/Purchaser/s under the terms and conditions of this Agreement.

(xxviii) Clause 31.1 – added portion

In the event, the management of the said property being handed over to the Society before the sale and disposal of all the Apartments, parking spaces, by the Developers / Promoters in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Developers / Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold Apartments, parking spaces and the disposal thereof and such Allottee/s/Purchaser/s of the said unsold Apartments shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

(xxix) Clause 32.2 – added portion

Upon receipt of complaint from the Allottee/s/Purchaser/s, the Promoter shall arrange to examine and ascertain the values of damages with his consultants and contractors. The Promoters shall rectify the same, within a period of 5 years from the date of O.C. However, if the damages are unable to be rectified then the Promoters shall compensate to the Allottee/s/Purchaser/s for such amount as may be ascertained by the consultants within a period of 30 days. However, it is clarified that if the defect has arisen due to result of any unlawful construction or any addition or alteration carried out by the Allottee/s/Purchaser/s carried out by the Allottee/s/Purchaser/s in their respective premises or by Organization of Allottee/s/Purchaser/s of the building or as a result of non- maintenance of the said building or said Apartment then in such event the Promoters shall be absolved from such liability.

(xxx) Clause 33.1 – added portion

The Allottee/s/Purchaser/s shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Maharashtra Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and forthwith inform the Developers / Promoters to attend such office and admit execution thereof.

(xxxi) Clause 34 & 35 – added portion

34. The Developers / Promoters may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of the Apartments therein to all the members/ acquirers /occupants of such Apartment and the Allottee/s/Purchaser/s herein shall have no right to object to the same and will not object to the same and the Allottee/s/Purchaser/s hereby give/s his specific permission to the same. If the Allottee/s/ Purchaser/s take/s possession of the said Apartment in such part completed and/or floor or otherwise the Developers / Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said property including the building in which the said Apartment is situated.

35. Before the sale and/or disposal by the Developers / Promoters of all the Apartments, stilts and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society or of the Apartment holders and the Allottee/s/Purchaser/s and other spaces and car parking spaces, shall be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold/ unassigned Apartment, stilt, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Developers / Promoters shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc.) in respect of the unsold Apartments, hoarding spaces and/or unallotted/ unassigned car parking spaces. In case the management of the Building is handed to the co-operative society before the disposal of all the Apartments by the Developers / Promoters, then and in such an event, the Developers / Promoters shall join in as the Developers / Promoters /members in respect of such unsold Apartment & Car parking space and as and when such Apartments & Car parking space are sold to the persons of the choice and at the discretion of the Developers / Promoters, the co-operative society shall admit as members the Allottee/s/Purchaser/s of such Apartment without charging any premium or any other extra payment and they

shall have same rights, benefits and subject to the same obligations, as those of the other Allottee/s/Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Allottee/s/Purchaser/s, at the time of handing over the management.

(xxxii) Clause 36– added portion

36.1 After the Developers / Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment but if any such mortgage or charge has already been made or created then the Developers / Promoters shall obtain from the respective bank/financial institution a no objection to the sale of such Apartment and 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/Purchaser/s who has taken or agreed to take such Apartment.

36.2 The Developers / Promoters have already availed or propose to avail financial assistance from banks, institutions and other persons, inter alia, against security of the said Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee/s/ Purchaser(s) under this Agreement in respect of the said Apartment, and they obtain the NOC as mentioned above, the Developers / Promoters shall be absolutely entitled to and have the right to create charges or liens, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Allottee/s/Purchaser/s and the Allottee/s/ Purchaser/s have given and granted their specific, full, free and unqualified permission to the Developers / Promoters to do so. As part of such arrangement by the Developers / Promoters all or any of the responsibilities and/or obligations of the Developers / Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Developers / Promoters shall be binding on the Allottee/s/Purchaser/s. The Developers /

Promoters undertake to clear the aforesaid encumbrances, if any, and the Developers / Promoters shall indemnify and keep the Allottee/s/Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Allottee/s/Purchasers by virtue of any encumbrances created as aforesaid. The Developers / Promoters agree that the Allottee/s/Purchaser/s shall be entitled to raise necessary finance/ housing loan and avail such loan against the security of the said Apartment. However, it will be the sole responsibility of the Allottee/s/Purchaser/s to repay the said loan and the Allottee/s/Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Developers / Promoters from any claim or demand, loss arising from the same.

(xxxiii) Clause 50– added portion

50.1 Before the sale and disposal by the Developers / Promoters of all the Apartments in the said building, the power and authority of the said Society shall always be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said Building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Developers / Promoters have the absolute authority and control as regards all the unsold apartments in the said Building and the disposal thereof. The Developers / Promoters shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Developers / Promoters shall join in as the member in respect of such unsold apartments and as and when such apartments are sold to the persons of the Developers / Promoters" choice, the said Society shall be bound to admit such Allottee/s/Purchasers as members without charging any premium or other extra payment or transfer charges.

50.2 The Developers / Promoters may opt (but shall not be bound) to become and continue to be the member of the said Society in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Developers / Promoters transfer assign and/or dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Society in

respect of the said rights and benefits. The Allottee/s/Purchasers herein and the said Society, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Society and the Allottee/s/Purchasers do hereby give their specific permission to them being admitted.

- 50.3 If any GST is payable or any other tax/liability/levy/Cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s/Purchasers alone and the Developers / Promoters shall not be liable to contribute anything on that account. The Allottee/s/Purchaser/s shall also fully reimburse the expenses that may be incurred by the Developers / Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice versa on account of such liability.

(xxxiv) Clause 51 to 57 & 59- added portion

51. The Allottee/s/Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Developers / Promoters have entered into this Agreement with the Allottee/s/ Purchaser(s) relying solely on the Allottee/s/Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s/Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee/s/Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developers / Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non- performance or non-compliance of any of the terms, conditions,

covenants, stipulations and/or provisions hereof by the Allottee/s/Purchaser/s.

52. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
53. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Allottee/s/Purchaser/s alone. The Allottee/s/Purchaser/s shall indemnify the Developers / Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Developers / Promoters. The Allottee/s/Purchaser/s shall also fully reimburse the expenses that may be incurred by the Developers / Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice-versa on account of such liability. The Developers / Promoters have informed the Allottee/s/Purchaser/s that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Allottee/s/Purchaser/s).
54. The Allottee/s/Purchaser/s hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s/Purchaser/s that if the Allottee/s/Purchaser/s is a Non-Resident Indian / foreign national of Indian origin, 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, 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 or 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/Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India 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 Developers / Promoters accepts no responsibility in this regard and the Allottee/s/Purchaser/s agrees to indemnify and keep the Developers / Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

55. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
56. The Allottee hereby indemnifies and keeps indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities

incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/ performing his/her/their obligations under this Agreements.

57. The show apartment constructed by the Promoters and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures/e-brochures, models, photographs, videos, illustrations, wall through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artists' impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoters with respect to any item/ component/facet that is not specifically agreed to be provided by the Promoters to the Allottee/s under this Agreement. This Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.
59. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s/Purchaser/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

(xxxv) FOURTH SCHEDULE – added portion

- a. AMC of lifts
- b. Wear and tear charges
- c. Electricity Charges
- d. Security charges
- e. Other miscellaneous charges
- f. Sweeper & cleaning charges
- g. Lift work maintenance
- h. Water charges

- i. Common area light fittings
- j. Tile cracking / breaking for the parking Ground/Stilt/Podium floors.
- k. Security cabin and ancillary wear and tear –, sliding gates, entrance gates, light fittings.
- l. Wear & tear of concrete paving due to excessive heat variations.
- m. Paving blocks or chequered tile settling due to usage beyond prescribed users.
- n. Painting wear and tear by and user.
- o. Electronic fittings for security purposes – CCTV, intercom etc.
- p. Handrails loosening due to improper use
- q. Fire equipment maintenance and servicing
- r. Transformer servicing
- s. All products that require maintenance and servicing
- t. Landscape maintenance and watering of landscape elements
- u. Regular cleaning of flooring and decorative elements in a project.
- v. Common fittings: doors, windows, seating, parking covers
- w. Water cleaning appliances where regular servicing is required
- x. Loose furniture provided by the Promoters
- y. Wear and tear as per orientation of the building where more damage is likely to happen due to climate conditions.
- z. Regular wear and tear of play equipment and play area.
- aa. Fading of colour due to climate
- bb. Fading and damage to flooring and equipment due to external weather.
- cc. Storm water drains, gutter cleaning, rain water recharge pits cleaning, bore well maintenance.
- dd. Damage due to insects and rats and rodents infection
- ee. Improper handling of equipment by persons appointed by Society
- ff. As per the Third Schedule

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **04/11/2024**. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules

and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For Promoter,

M/s. Disha Construction

For DISHA CONSTRUCTION

Partner

Partner

