

Date: 20/02/2025

Deviation Report

Document Type: Agreement for Sale

Project Name: **“PLATINUM SICILY”**

Project Land: All that piece or parcel of land known as Plot No. 60 & 61, Sector – 16A, admeasuring 2,146.265 Square Meters or thereabouts of Nerul Node, Navi Mumbai, Taluka & District: Thane.

Promoter Name: **M/s. ESCASO VENTURES**

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) Recital Clause 18, 20, 21, 30, 31 & 32 – added portion:

18. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that as per the Unified Development Control and Promotion Regulation (UDCPR), 2020, an additional FSI /TDR is available over & above the present permissible FSI available on the said Plots and the computation of total FSI that shall be permissible for construction on the said Plots is done as per the provisions of UDCPR. Accordingly, upon the Promoters applying and paying additional lease premium payable for obtaining the additional FSI on the said Plots, the CIDCO Ltd. have, vide its letter dated 24-07-2024, over and above the Base FSI of 1, granted an additional FSI of 6438.796 Square meters comprising of Enhanced Basic FSI + Additional Premium FSI + Additional Ancillary FSI. The Promoters have informed

the Purchaser/s and the Purchaser/s is/ are aware that an additional FSI of 0.5 for change of use from Residential to Residential + Commercial and Ancillary FSI on such 0.5 FSI shall be permissible on the said Plots. Thus the Promoters herein are entitled to utilize the total FSI comprising of (i) Base FSI + (ii) Enhanced Basic FSI + (iii) Additional Premium FSI + (iv) Additional Ancillary FSI admeasuring 8582.22 Square meters as per the said CIDCO letter dated 24-07-2024 along with (v) an additional FSI of 0.5 for change of use from Residential to Residential + Commercial and (vi) an Ancillary FSI on such 0.5 FSI, cumulatively admeasuring 10,367.114 Square meters under provisions of Unified Development Control and Promotion Regulation (UDCPR 2020) on the said Plots (hereinafter referred to as the "Total Permissible FSI").

20. The Promoters have further informed the Purchaser/s and the Purchaser/s is/are specifically made aware that from and out of the said Total Permissible FSI, the Promoters have, at present, proposed the plans by utilizing the presently permissible FSI of 8582.22 Square meters by constructing a Building consisting of Ground + 20 upper Floors in accordance with the said Commencement Certificate dated 23-01-2025. The Promoters herein alone are entitled to utilize the entire unutilized balance FSI (Balance FSI) on the said Plots. Thus, to utilize the said Balance FSI/Total Permissible FSI on the said Plots, the Promoters, through the said Architects, shall submit the revised building plans in respect of the said Plots for eventually constructing a Residential cum Commercial Building comprising Ground Floor + 22 upper Floors as shall be permissible on the said Plots (hereinafter referred to as the said Layout) and obtain the Amended Commencement Certificate for utilizing such additional FSI and/or TDR along with proportionate ancillary FSI as shall be permissible on the said Plots.. The Promoters herein have informed the Purchaser/s herein that the Promoters herein are proposing to raise the height of the said Building by constructing 2 additional Floors in (with a total of 22 Floors) in accordance with the revised Building Plans that shall be sanctioned for the said Building. The details of (i) Total Permissible FSI, (ii) FSI sanctioned under the said Commencement

Certificate dated 23-01-2025 and (iii) Balance FSI to be consumable and utilized on the said Plots at a later date is given herein below:

Total Permissible FSI in Square meters	FSI sanctioned under the said Commencement Certificate dated 23-01-2025 in Square meters	Balance FSI to be consumable and utilized on the said Plots in Square meters
10,367.114 Sq. Mtrs	8582.22 Sq. Mtrs	1784.894 Sq. Mtrs

21. The Promoters have informed the Purchaser/s that as per the proposed revised Building plans, the Promoters shall (i) construct additional Flats and /or Shops on the Ground Floor, (ii) additional Floors over and above the 20th Floor comprising of Residential Flats in the said Building and (iii) carry out such additional changes as shall be required and approved by NMMC/Concerned Authority or as shall be required for the betterment of the said Project and which are approved by NMMC in the said Building/ Project. The Purchaser/s is/are further informed that the Promoters herein shall eventually construct a Residential cum Commercial Building comprising of Ground Floor + 22 upper Floors/such higher Floors as shall be permissible on the said Plots (hereinafter referred to as the said Layout) by utilizing the said Balance FSI /Total Permissible FSI /full potential of the said Plots by the way of further Enhancement of Base FSI, additional premium FSI and/or TDR and additional Ancillary permissible and such other FSI/ benefits that shall be permissible on the said Plots under UDCPR, 2020 (hereinafter referred to as the Proposed Additional Construction) and obtain from NMMC the Amended Commencement Certificate for utilizing such additional FSI and/or TDR along with proportionate ancillary FSI as shall be permissible on the said Plots. The proposed changes suggested hereinabove are provisional and tentative changes. Provided however the proposed changes shall not in any manner prejudicially alter the plan and specifications of the Premises agreed to be purchased by the Purchaser/s herein.

The Promoters herein have informed the Purchaser/s herein that the Promoters herein are proposing to raise the height of the said Building by constructing 2 additional Floors/Flats/Shops in (with a total of 22 Floors) in accordance with the revised Building Plans that shall be sanctioned for the said Building/Project.

30. The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under UDCPR within NMMC. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto and marked as Annexure "F". The Promoters shall pay/ have paid the necessary premium/charges to NMMC for getting the sanction of the said additional areas from NMMC. The aforesaid additional areas are fused to the said Premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by NMMC as mentioned herein above shall be final and binding on the parties hereto.
31. The Purchaser/s has/have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said Premises as per the general specifications and amenities to be provided in the said Premises.
32. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

(ii) Clause 1 & 2 – added portion:

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment

therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed thereunder. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the “Act” and the Rules framed there under shall be referred to as the “Rules”.

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has/have inspected the Agreements, Sanctioned Plans and other relevant documents required to be given by the Promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said Plots and the Purchaser/s has/have visited the site of construction and made himself/herself/themselves familiar with the terms and conditions imposed by NMMC/CIDCO Ltd. and other relevant authorities. The Purchaser/s has/have demanded and the Promoters have given to the Purchaser/s inspection of the following documents:

- a
 - i. Agreement to Lease dated 13th May, 1994 in respect of said First Plot.
 - ii. Tripartite Agreement dated May, 1994 in respect of said First Plot.
 - iii. Agreement to Lease dated 13th May, 1994 in respect of said Second Plot.
 - iv. CIDCO's Letter granting amalgamation of the said First Plot and the said Second Plot.
 - v. CIDCO Ltd. Letter dated 22-07-2024 and NMMC letter dated _____granting NOC for demolition of the said Old Building/Structures on the said Plots.
 - vi. Agreement for Re-Development dated 03-04-2024 in favour of Promoters.
 - vii. Power of Attorney dated 03-04-2024 in favour of Promoters.
 - viii. Report on Title.
 - ix. All the other deeds and documents on uploaded on MahaRERA website
 - x. All other relevant documents, letters, papers and writings referred to herein.

- b. All plans sanctioned by NMMC and other authorities, the designs, specifications, etc. submitted to NMMC and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, including the Commencement Certificate dated 23-01-2025.
 - c. The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters, papers and writings, inspection of which, the Promoters have given to him/her/them and got him/her/them satisfied.
 - d. The Purchaser/s bind/s himself/herself/themselves to adhere with terms and conditions of all documents/correspondence with CIDCO Ltd./NMMC and other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./NMMC/other concerned authorities or the Promoters.
- (iii) Clause 4 – added portion:
- 4 (c) The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under UDCPR within NMMC. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto. The Promoters shall pay/ have paid the necessary premium/charges to NMMC. for getting the sanction of the said additional areas from NMMC. The aforesaid additional areas are fused to the said Premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by NMMC/CIDCO Ltd. as mentioned herein above shall be final and binding on the parties hereto.
- 4(f) The Carpet area of the said Premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished

internal wall surface, area under RCC Column and shear wall and other such structural members of the premises, and the carpet area of the said Premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the final carpet area of the said Premises upon completion as mentioned in the Certificate issued by the Architect shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area.

All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) herein. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

- 4 (g) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/have agreed/understood that all the rules and regulations governing the sale of Flats / Shops by the Promoters and/or development of the said Plots by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

- 4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. The Permanent Account Number (PAN) of the Promoters is AAJFE1606K and the Purchaser/s shall deposit the TDS in the said PAN No. and shall complete all procedures accordingly. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her/them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. Provided however, if no credit is available to the Promoters, then the same shall be reimbursed by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.
- (iv) Clause 5 – added portion:
The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule mentioned in Clause 4 (a). The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: M/S. ESCASO VENTURES Current Account No. 924020071807147, with AXIS Bank Ltd., BELAPUR Branch, IFSC CODE : UTIB0000861:” and shall be sent to the administrative office of Promoters at Room No-17, 1st Floor, Sahakar Building, above Regal Opticians, Station Road, Kurla (W), Mumbai- 400 070, either by hand delivery or by Registered A/D or by Courier (Acknowledgement

Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

(v) Clause 6 – added portion:

6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has/have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said Premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The payment of any installments on the respective due date is essence of contractual shall be governed as per the terms of this Agreement. Notwithstanding the Schedule of payments mentioned in this Agreement if the Purchaser/s mixed any advance payment or additional payment not due at the time or receipt of this payment then any such advance shall be adjusted in the immediate next installment. No interest /compensation /rebate / adjustment shall be paid/made by the Promoters for such advance payment made by the Purchaser/s or by housing finance companies/bank etc. on behalf of Purchaser/s. In case if the Purchaser/s has/have obtained/shall obtain from any Bank/NBFC or Money Lenders finance/Loan on the said Premises,

then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/Financial Institution/Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days' Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, notwithstanding anything contained in the Allotment Letter (if executed), the Promoters shall deduct such amount as the parties hereto have mutually discussed and agreed towards the recovery of the mutually agreed liquidated damages which shall not be exceeding 10% of the said total consideration of the said Premises and refund the balance amount (if any) to the Purchaser(s)/Allottee(s) (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) within a period of 7 working days of the Promoters reselling the said Premises and receiving the entire consideration from such new Purchaser/s. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoters. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial

Institution. Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to resell the said Premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters interest at maximum permissible rate for such delay. In case of such termination, the Stamp Duty, Registration charges, GST and all taxes paid by the Purchaser/s shall neither be refunded by the Promoters nor will the Promoters be under any obligation to facilitate the refund. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6 (c) It is agreed by the Purchaser/s that till such time as he/she/they has/have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he/she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

6(d) The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the said Premises applied for

herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

(vi) Clause 7 – added portion:

The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters are proposing to provide the amenities as mentioned herein, the management thereof be entrusted to the Co-Promoters/Society herein upon the Promoters herein handing over the charge of the said Building..

(vii) Clause 8 – added portion:

It is made clear by the Promoters, and the Purchaser(s)/Allottee(s) agree/s that the said Premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Plots and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s)/Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s)/Allottee(s) of the Project.

(viii) Clause 9 – added portion:

- a. The Purchaser(s)/Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s)/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit such amount as the parties hereto have mutually discussed and agreed towards the recovery of the mutually agreed liquidated damages which shall not be exceeding 10% of the said total consideration of the said Premises. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said Premises, the balance amount of money paid by the Purchaser(s)/Allottee(s) shall be returned by the Promoters to the Purchaser(s)/Allottee(s) as per the provisions of law. Provided however, such

refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof. In this case, the Purchaser/s will not be entitled to any claim/taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In case of the GST amount paid by the Purchaser/s, the Promoters shall not be obliged to refund any such amount paid by the Purchaser/s towards GST unless the Purchaser/s co-operate/s and complete/s the necessary procedure for completing the refund process from the GST Department in favour of the Promoters and the Promoters receive the refund of the GST paid by the Purchaser/s. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper.

- b. Immediately upon the cancellation of this Agreement, the Purchaser/s herein shall handover the original Agreement together with all original receipts for payments made, original mortgage NOC to the Promoters within 7 (Seven) days of the cancellation notice by the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund the excess monies (if any) refundable in accordance with clause 6 (b) hereof.
- (ix) Clause 11 – added portion:
 - (b) From and out of the said Total Permissible FSI, the Promoters have, at present, proposed to construct a Building consisting of Ground Floor and 20 upper Floors by utilizing the FSI of 8582.22 Square meters in accordance with the said Commencement Certificate dated 23-01-2025. The Promoters herein alone are thus entitled to utilize the entire unutilized balance FSI (Balance FSI) on the said Plots. The Promoters, therefore, reserves their right to utilize the said Balance FSI /Total Permissible FSI including additional FSI/TDR that may be permissible on the said Plots by constructing additional Floors/Flats/ premises in the said Building by obtaining the Amended Commencement Certificate from NMMC/the competent Authority for utilizing such additional Permissible FSI/TDR/ said Total Permissible FSI on the said Plots in accordance with the sanctioned revised building plans. The Purchaser(s) has/have agreed to purchase the said Premises based on the proposed

additional construction and sale of premises to be carried out by the Promoters by utilizing the said Balance FSI/ Total Permissible FSI on the said Plots and on the understanding that the declared Total Permissible FSI /balance FSI/ additional FSI shall belong to Promoters only.

(c) The Promoters hereby further declare that the said Balance FSI/ Total Permissible FSI/additional permissible FSI on the said Plots shall be utilized by the Promoters by constructing (i) additional Flats and/ or Shops on the Ground Floor in the said Building, (ii) additional Floors above the 20th Floor comprising of Residential Flats in the said Building and (iii) carry out such additional changes as required and which are approved by NMMC or as shall be required for the betterment of the Project and which are approved by NMMC in the said Building/ Project

The Promoters hereby declare that the Promoters shall eventually construct a Building consisting of Ground Floor + 22 upper Floors/such higher Floors as shall be permissible on the said Plots (hereinafter referred to as the said Layout) in accordance with the revised Building plans, by utilizing the said Total Permissible FSI /full potential of the said Plots that shall be permissible on the said Plots under UDCPR, 2020 (hereinafter referred to as the Proposed Additional Construction) and obtain the Amended Commencement Certificate for utilizing such additional FSI and/or TDR along with proportionate ancillary FSI as shall be permissible on the said Plots. The aforesaid proposed changes suggested herein are provisional and tentative changes. The Purchaser/s have been informed about such change proposed in the Project and the Promoters reserve their right to carry out such other and additional changes as the Promoters may deem fit, necessary and proper in their absolute discretion. The Promoters herein have informed the Purchaser/s herein that the Promoters herein are proposing to raise the height of the said Building by constructing additional Floors (with a total of 22 Floors) in accordance with the revised Building Plans that shall be sanctioned for the said Building

(e) In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in

respect of such utilization of said FSI by them. In case while developing the said Plots, the Promoters have utilized any FSI of any other land or property by way of floating FSI or otherwise howsoever, then the particulars of such FSI shall be disclosed by the Promoters to the Sanctioning Authorities.

(f) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plots by constructing Building/s to be used for permissible users/purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The schedule of the said development will also be determined by the Promoters/at their own discretion.

(g) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

(h) The Purchaser/s or the Co-Promoters/Society shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

(i) The Promoters hereby reserve full right and absolute authority to utilize the said Total Permissible FSI on the said Plots along with (i) any FSI/benefit that may become available due to change in rules and regulations of CIDCO Ltd., whereby certain areas which presently are categorizing under consumable FSI, are permitted to be constructed free of FSI or certain additional benefits/ additional FSI is likely to be granted by CIDCO Ltd. and other concerned Authorities or (ii) by virtue of excluding certain part of area / FSI computed under carpet area subsequently being permitted as free area under the revised rules and regulations of CIDCO Ltd. Such additional / incremental/ Free FSI shall be consumed by the Promoters alone, by

constructing additional flats/ shops/premises either within the said existing structure or by constructing additional floors on the said existing structure as may be permitted by NMMC. The rights of the Purchaser/s are restricted only to the said Premises agreed to be purchased.

(j) The Purchaser/s hereby agree/s and undertake/s to execute/deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition.

(k) Irrespective of possession of the said Premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said Plots, shall be valid, subsisting and binding on the Purchaser/s and shall continue to vest in the Promoters even after the execution of the vesting documents in favour of the Co-Promoters/Society. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the vesting documents reserving with themselves all such rights, title, interest in the said Plots in their favour as may be outstanding at the time of execution of such vesting documents in favour of the Co-Promoters/Society. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said Plots. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(l) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by CIDCO Ltd./NMMC or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from the competent Authority, the same shall be carried out and complied with by the Purchaser/s at his/her/their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

(x) Clause 13 – added portion

(a) To pay to the Promoters such amounts as shall be required to be paid to CIDCO Ltd /NMMC/other concerned authority for obtaining its NOC/permission for the sale of the said Premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd. / NMMC or other concerned authority in this regard.

(d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the CIDCO Ltd./NMMC or other concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which, the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said Premises/building/open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

(e) Further, as a result of any work, addition, alteration, amendment and change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said Premises or abutting the said Premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

(f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if CIDCO Ltd./NMMC or any other Authority adopts any action either against the Promoters or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and/or recovery of compensation as the Promoters may be entitled under the Act and Rules.

(y) Become a member of the Society herein 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 Society/Co-Promoters shall reasonably require him/her/them/it to do.

(z) Observe, perform and comply with all the bye-laws, rules and regulations of the Society.

(aa) Not 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.

- (bb) Not enclose any deck and balcony (dry or otherwise) in the said Premises.
- (cc) Not change, alter or modify the main doors to the said Premises.
- (dd) Not change, alter or modify the lift landings and lift lobbies outside the said Premises or any part/s thereof.
- (ee) Obtain statutory approvals (as 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 Developers/Promoters shall not grant their permission.
- (ff) 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 other causes beyond the control of the Developers/Promoters during the course of interior works for which the Developers/Promoters shall not be liable.
- (gg) To ensure the safety of the workers carrying out the interior works in the said Premises from any accident, loss and or damage;
- (kk) Till the vesting documents in respect of the said building is executed in favour of the Co-Promoters/Society herein and subsequent thereto till the Promoters have completely utilized the entire FSI/Development potential of the said Plots, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Plots and building or any part thereof to view the state and conditions thereof.

(ll) During the course of construction, if the Purchaser/s is/are desirous of visiting the said Plots, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.

(oo) The Promoters herein who are the Lessees of the said Plots hereby reserve their right to lease/sell/mortgage/create charge/third party interest/s in the said Plots other than the premises forming subject matter of this Agreement at any time during the continuation of this Agreement on such terms as they may deem fit and the Purchaser/s/Allottee/s hereby unconditionally agree not to object such alienation by the Promoters. There would be no need of obtaining NOC/permissions from the Purchaser/s/Allottee/s at any time during the continuation of this Agreement and the Purchaser/s/Allottee/s shall have no right to object to any such transaction entered into by the Promoters with any person/s PROVIDED that the said lease/sell/mortgage/charge/third party interest shall at all times be subject to the rights of the Purchaser/s/Allottee/s of the said Premises and the Promoters shall be put to notice of the rights of the Purchaser/s/Allottee/s to the said Premises.

(rr) The Purchaser/s/Allottee/s shall permit the Promoters/PMC, their authorized representatives to enter upon the said Premises for inspection and to carry out repairs at reasonable time as and when necessary after giving to the Purchaser/s/Allottee/s 24 hours prior notice thereof.

(ss) The Purchaser/s/Allottee/s undertake/s not to use the voids, conduits, outlets, ducts, etc., and/or RCC works, staircases, passages common or otherwise, fire escape balcony, terrace of the Building, common areas, open compound, internal roads or any other space in any manner not permitted by the relevant Building Rules and Bye-laws. It is clarified that the Purchaser/s/Allottee/s shall be liable to obtain, at his/her/their own cost and expense all the necessary/required permissions, consent, etc., from CIDCO Ltd./NMMC or civic body and other concerned

authorities in respect of the aforesaid permitted services and to ensure compliance of such permissions, etc. and the Purchaser/s/Allottee/s undertake/s to indemnify and keep indemnified the Promoters from and against any claims, losses, damages, etc., which may be suffered/incurred by the Promoters in respect of the said Premises.

(tt) The Purchaser/s/Allottee/s shall, at the request of the Promoters/PMC, produce for inspection by the Promoters/PMC all such licenses, permissions, etc. prescribed by any provision or any law or rule or regulation for the purpose of running the said all-purpose Unit/s for the aforesaid business.

(uu) The Purchaser/s/Allottee/s shall abide by all the rules and regulations framed by the Promoters or PMC from time to time and prescribed under the fit-out guide as modified from time to time, and confirm that the said rules and regulations of the PMC and the fit-out guide form part of this Agreement.

(ww) Not to cause any nuisance or annoyance to other purchasers/existing members or the office bearer of the Co-Promoter/Society.

(xi) Clause 14 – added portion

During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience or schedule, and the Purchaser/s will not object to that, and pay his/her/their installment as per the stipulated Payment Schedule mentioned in Clause 4 (a) herein. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

(xii) Clause 15 – added portion

15 (i) The Purchaser/s has/have agreed, declared and confirmed with the Promoters that the Purchaser/s shall:

- a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/railings and the Air Conditioner in the said designated places that are predetermined by the Promoters. The Purchaser/s shall affix the external grill/railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said Premises/fixing the grills to the windows/balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said Premises. Similarly, the Purchaser/s shall install the VRV Air Conditioners (Outdoor Unit) at the specific designated areas specifically earmarked by the Promoters only and the required ducting, electrification, drain pipes, etc. for the indoor units and the outdoor units shall also be in accordance with the specific designs and location specifically earmarked by the Promoters for each room/ living room and other areas in the said Premises.
- b. Similarly, the Purchaser/s shall install the common Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/additional facility/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said Premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

- c. Not put or place flower pots, vases or any plantations outside the Windows or on the grills attached to the windows/balconies.
- d. The Purchaser/s shall not store any of their materials, belongings and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-Promoters/Society herein. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/Co-Promoters/Society herein or the Promoters herein shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.
- f. The Purchaser/s is/are aware that since all the finishing items such as electrification, plumbing (if required), painting, gypsum/POP work, all interior work, etc. shall be completed by the Purchaser/s himself/ themselves, he/ she/they shall be liable and responsible to ensure that the required work is carried out properly under the supervision of a licensed Plumber/ Architect at his/ their own cost.
- g. The Purchaser/s is/are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said Premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting

into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said Premises due to leakage of water and its various other after effects.

- g. The Promoters have informed the Purchaser/s and the Purchasers is/ are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said Plots by any member or their visitors. The Promoters have further specifically informed the Purchaser/s and the Purchasers has clearly understood and agreed that slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted.
 - h. The Purchaser/s shall not use the regular/passenger lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.
 - i. The interior work or the transportation of heavy household items shall be permitted only between 8.00 a.m. to 8.00 p.m. strictly.
- 15 (ii). The Promoters shall provide the Car Parking on Ground Floor to Fourth Floor in the Building/Project as shall be approved by NMMC and other authorities. Further, the Promoters have categorically informed the Purchaser/s and the Purchaser/s has/have noted the following:
- a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Co-Promoters/Society.
 - b. The Purchaser/s hereby further undertake/s that at the point of time when there is vesting documents being prepared, the Promoters shall add the above mentioned conditions in such vesting documents.

c. This clause shall be binding on the Co-Promoters/Society and its members.

(xiii) Clause 16 – added portion

The Purchaser/s/Allottee/s hereby agree to indemnify and keep indemnify the Promoters / Co-Promoters against any claim or loss or damage that the Promoters/ Co-Promoters may sustain or suffer or any costs, charges and expenses the Promoters/Project Management Company may incur or for which the Promoters/ Co-Promoters /Project Management Company may become or be held liable or responsible, if any of their Purchasers or anyone else including any public authorities should hold them responsible or liable for payment of any loss or damage or costs, charges or expenses or any proceedings of any nature whatsoever arising out of any act, deed, matter or thing done or not done or committed or any negligence or default or breach of promise or contract or violation on the part of the Lessee/s or their representatives, in the course of rendering services or otherwise to the Purchasers of the Promoters /Project Management Company or otherwise.

(xiv) Clause 17 – added portion

17(a) The possession of the said Premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from the NMMC/competent Authority. Since the water supply and other infrastructure such as Roads, street lights, etc. are to be provided by CIDCO Ltd./NMMC and the electricity/power connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by CIDCO Ltd./NMMC in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCL in providing power supply.

- 17(e) In case if the Purchaser/s fails to take possession of the said Premises within the stipulated period after paying all the balance dues to the Promoters, then the Purchaser/s shall be liable to pay demurrage/ mutually agreed cost aggregating to Rs. 75,000 /- per month. Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said Premises from the date of the Promoters offering the possession of the said Premises.
- 17 (f) (i) In case the Purchaser(s)/Allottee(s) fail/s to make payments for any demands made by the Promoters as per the Payment Schedule mentioned in Clause 4 (a), despite having been issued notice in that regard, then the Purchaser(s)/Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.
- (iv) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser(s)/Allottee(s) (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) the balance amount (if any) within a period of 7 working days of the Promoters reselling the said Premises and receiving the entire consideration from such new Purchaser/s and upon the Purchaser/s handing over all the original receipts, Agreement for Sale, NOCs for mortgage and registering a Deed of Cancellation of this Agreement, the instalments of sale consideration of the said Premises which may till then have been paid by the Purchaser(s)/Allottee(s) to the Promoters.
- (v) Subsequent to such termination, notwithstanding anything contained in the Allotment Letter (if executed), the Promoters shall deduct such amount as the Parties hereto have mutually discussed and agreed towards the recovery of the mutually agreed liquidated damages which shall not be exceeding 10% of the said total consideration of the said Premises and refund the balance amount (if any), to the Purchaser(s)/Allottee(s) (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) the balance amount (if any) within a period of 7 working days of the Promoters

reselling the said Premises and receiving the entire consideration from such new Purchaser/s. . The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof.

- 17(h) On obtaining the Part/Occupancy Certificate from the NMMC/ competent Authority and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises as mentioned in the Payment Schedule mentioned in Clause 4 (a) herein and other charges payable by him/her/them under this Agreement, the Promoters shall hand over possession of the said Premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to MSEDCL causing delay in sanctioning and supplying electricity or due to the CIDCO Ltd./NMMC/ Local authority's delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoters offering possession of the said Premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said Premises is situate. The Purchaser/s/Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd./NMMC/ or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises

by the Purchaser(s)/Allottee(s) for any purposes other than for the purpose for which it is sold.

17(j) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and the rights of the Purchaser/s is/are confined to the said Premises so purchased by this Agreement only and upon the Promoters herein handing over the charge of the said Building, all such rights / areas shall belong to Co-Promoters/Society alone.

17(k) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said Premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

(xv) Clause 18 – added portion

The Purchaser(s) / Allottee(s) further agree/s that till the Promoters herein hand over the charge of the said Building to the Co-Promoters/Society herein, the Purchaser(s)/Allottee(s) shall pay to the Promoters provisional monthly contribution per month towards the aforesaid outgoings as may be demanded by Promoters at the time of possession and thereafter, the Purchaser(s)/Allottee(s) shall pay to the Co-Promoters/Society herein the monthly contribution per month towards the aforesaid outgoings as may be demanded by Co-Promoters/Society

herein. PROVIDED HOWEVER that the Purchaser/s shall, till the Promoters herein hand over the charge of the said Building to the Co-Promoters/Society herein, pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s)/Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the vesting documents of the said Building is executed in favour of the Co-Promoters/Society. On such vesting documents being executed for the said Building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to Co-Promoters/Society herein. The Purchaser(s)/Allottee(s) undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s)/Allottee(s) shall be considered as the default on the part of the Purchaser(s)/Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

- 18 (b) The Purchaser/s of the said Premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO Ltd./NMMC/ any other Government authority, in respect of the said Premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Co-Promoters/Society of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

(xvi) Clause 19 – added portion

- 19 (a) The Purchasers/s shall be liable to bear and pay all taxes and other charges payable in respect of the said Building/ said Plots proportionately from the date of receipt of Part / Full Occupancy Certificate and shall further be liable to pay service charges and outgoings from the date of the Promoters obtaining the Part/Full Occupancy/Occupation Certificate from the competent Authority. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the CIDCO Ltd./NMMC or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said Premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.
- 19 (b) Valuation Report, if required.
- (f) Any other charges, taxes and expenses levied by the Government authorities.
- 19 (c) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever there is damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as if no such destruction or damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good condition and for substantial repairs to maintain the condition to the satisfaction of the Promoters.

- 19 (d) In case if any of the Purchaser/s in the said project fails to deposit the aforesaid charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, or refuses or delay to comply with various contractual / statutory / commercial obligation either under this Agreement or in law then all the resultant delay shall be attributable to the concern Purchaser/s and the Promoter shall not be liable / responsible / answerable for any such delay caused by the Purchaser/s or by the consent Government, Semi Government or statutory authority in this regards.
- 19 (e) It is mutually agreed between the parties hereto that the payment of all costs incidental to this Agreement as per the terms hereof shall be made by the Purchaser/s directly to the concerned Authority/Department. It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.
- (xvii) Clause 20 – added portion
- 20(b) The Purchaser/s hereby agree/s, declare/s & confirm/s to pay to the Co-Promoters/Society his/her/their proportionate contribution towards the sinking fund, general reserve, building corpus fund or such other fund/deposit as the Co-Promoters/ Society may hold on behalf the existing (Old Members) of the Co-Promoters/Society. The said amount shall be quantified by the Co-Promoters/Society.
- 20(c) The Purchaser/s agree and bind himself/herself/themselves to pay to the Co-Promoters/Society every month such amount as the Co-Promoters/Society may demand being the amount towards the General maintenance charges for the said Premises in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from NMMC /concerned authorities. The GST and other taxes applicable shall be paid additionally on the

said maintenance charges payable to the Co-Promoters/Society. The Co-Promoters/Society has exclusive right to determine the said Maintenance charges payable by the Residential premises/Commercial premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the NMMC/relevant authorities, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand by the Co-Promoters/Society. Thereafter, the Purchaser/s shall pay to the Co-Promoters/Society regularly by the fifth day of each and every month such amount in advance as the Co-Promoters/Society may demand being maintenance charges. Upon obtaining the Occupancy Certificate, the Promoters shall initiate the transfer /hand over of the charge of the New Building/s to the Co-Promoters/Society, within a period of 3 (Three) months from the receipt of the Occupancy Certificate. The Purchaser/s shall pay to the Co-Promoters/Society his/her/their proportionate share that may be decided by the Co-Promoters/Society as the case may be, all rates, taxes, ground rent (including additional ground rent levied by the Municipal Corporation of Greater Mumbai/other concerned authorities in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said Property or the said new Building/s or occupiers thereof by the Municipal Corporation of Greater Mumbai or the Government or Revenue authority in respect of the said New Building/s or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his/her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters / Co-Promoters/Society in that behalf.

20(f) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that upon the Promoters herein handing over the charge of the said Building, the maintenance, upkeep and all affairs relating to the day-to-day management of the said premises shall be looked after by the said Society and/or any other specialized agency appointed by the said Society. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters/ Co-Promoters/Society herein that all open spaces, Common Terrace, Common spaces of the said Property, Podium (if any), Security Cabin and equipments shall be in the exclusive and uninterrupted management and authority of the Co-Promoters/Society and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is/are also aware that all the above areas shall be handed over to the Managing Committee of the Co-Promoters/Society or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and the Managing Committee of the Co-Promoters/Society.

20(g) The Purchaser/s is/are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, execute such vesting documents (if any) as shall be mandated by CIDCO Ltd. in respect of the said New Building/s in favour of the Co-Promoters/Society. All the terms and conditions as shall be mentioned in such vesting documents shall be binding on the Purchaser/s herein and his/her/their successors and assigns. The Advocate for the Promoters shall prepare and engross and approve such Vesting document and all other documents, which are to be or may be executed in pursuance of this Agreement. The expenses of the stamp duty, registration charges for vesting documents or any other Deed consent writing and other documents, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the

Co-Promoters/Society or proportionately by all the Purchaser/s of the Premises in the said New Building/s alone.

(xviii) Clause 21 – added portion

21 (a) The Purchaser(s)/Allottee(s) shall, after taking possession, be solely responsible to maintain the said Premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the NMMC/CIDCO Ltd. or any other Government Authority and/or public body or any other local authority. or change or alter or make additions to the said Premises and keep the said Premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s)/Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s)/Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s)/Allottee(s) shall not store any hazardous or combustible goods in the said Premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s)/Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Premises. The Purchaser(s)/Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s)/Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s)/Allottee(s) shall manage and upkeep the same. The

Purchaser(s)/Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said Premises or said Building and balcony or gallery in the front without previous consent of the NMMC/concerned authority or the Promoters or Co-Promoters/Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

21(b) (ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Premises and in specific the structure of the said Premises which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, in the following cases where the Purchaser/s (i) install/s air-conditioners or any other machine/s or instrument/s on the external walls haphazardly or inappropriately which may destabilize the structure (ii) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the common wall / any portion of the neighbour's Apartment, or common area by drilling, chiseling or hammering or removing any portion or part of the originally constructed or fitted material or carries on any other work haphazardly or inappropriately, etc. If any of such works are carried, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on

the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent, haphazardly or inappropriate use of apartment by the Occupants or the vagaries of nature etc.

(iii) Provided further that it shall be the sole and absolute responsibility and liability of the Purchaser/s to maintain the said Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage.

(iv) Further where the manufacturer warranty as shown by the Promoter to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ building/ phase/ wing, and if the comprehensive annual maintenance contracts are not done/renewed by the Purchaser/s the Promoter shall not be responsible for any defects occurring due to the same.

(v) That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable.

(vi) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Premises/building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding, floor and wall tiles the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to

state the defect in materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be borne and paid by the Purchaser/s alone.

- 21 (c) The Promoters/maintenance Agency/Association of Purchaser(s)/ Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s)/Allottee(s) agree/s to permit the Promoters/Association of Purchaser(s)/Allottee(s) and/or maintenance agency to enter into the said Premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 21 (d) The Purchaser(s)/Allottee(s) hereby agree/s to purchase the said Premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s)/Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s)/Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s)/Allottee(s) from time to time.
- 21 (e) The Promoters have informed the Purchasers that several facilities such as refuge areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser(s)/Allottee(s) shall not be permitted to use such services areas located on Ground Floor and the same shall be reserved for use by the Co-Promoters/ Society herein for rendering maintenance services.

- 21 (f) The Purchaser/s and the person to whom the said Premises shall have been let, sublet, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the Co-Promoters/Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.
- 21 (g) The Promoters have specifically informed the Purchaser/s and the Purchaser/s is/ are aware that at the time of receipt of Occupancy Certificate from NMMC, the Promoters shall have full right and absolute authority to sell, mortgage, dispose off all the unsold premises/units forming the part of the said Promoter's Entitlement to the third parties and to receive and appropriate to themselves, the entire sales consideration and other charges receivables from such sale without seeking any NOC / Consent/ prior permission either from the Society herein or from any other Purchaser/s / member/s in any manner whatsoever.
- 21 (i) Immediately upon the cancellation of this Agreement, the Purchaser/s herein shall handover the original Agreement together with all original receipts for payments made, original mortgage NOC to the Promoters within 7 (Seven) days of the cancellation notice by the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund the excess monies (if any) refundable in accordance with clause 6 (b) hereof. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax as per actuals for premises lying vacant and unsold premises in the said Building. However, the Promoters shall not pay the maintenance charges and the transfer charges in respect of such unsold premises in the said Building and also the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and

maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges/ share of any expense in respect of all such unsold premises. Provided however, the Co-Promoters/Society herein shall, on the receipt of an application from the Promoters, issue the requisite NOC / Confirmation/ Consent in respect of any/all unsold premises within a period of 7 (Seven) days from the date of receipt of the written request from the Promoters in this regard without payment of any transfer charges, compensation or any other payment (under any other nomenclature).

(xix) Clause 24 – added portion

24 (a) The Purchaser(s)/Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of 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. The Purchaser(s)/Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

24 (b) The Purchaser(s)/Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s)/Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s)/Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/ Allottee(s) and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

(xx) Clause 26 – added portion

The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement, which includes hoarding, any display of such sign-boards as well as neon light, and the Purchaser/s of such display space shall install separate electric-meter for neon-light and shall also bear and pay the Government taxes directly or through the Co-Promoters/Society. The Purchaser/s of the Display space shall not contribute any other outgoings to the Co-Promoters/Society. The Purchaser(s)/ Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the Co-Promoters/Society. The Purchaser and Co-Promoters/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/logo and put neon sign/hoarding/display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Co-Promoters/Society or its members. The Promoters shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to the

concerned Authority. The Promoters/their sister concern will not contribute any other outgoings to the Co-Promoters/Society. The Promoters/ their agents shall be allowed to enter into the said Plots at all reasonable time for the maintenance of the said sign/hoarding/display put at the suitable place of the said Building.

(xxi) Clause 30 – added portion

The Purchaser(s)/Allottee(s) is/are entering into this Agreement for the allotment of a said Premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s)/Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Premises/at his/her/their own cost.

(xxii) Clause 34 – added portion

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s)/Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s)/Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s)/Allottee(s) shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Purchaser(s)/Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

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 **20/02/2025**. 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,

For Escaso Ventures



Partner

M/s. ESCASO VENTURES

Partner(s)