

	14.8 It is clarified that the aforesaid deposits are only provisional and the actual amount that may be demanded by the Developers may differ in case of any revision in the actual amounts
Additional Point	15. <u>PAYMENT OF SERVICE TAX, GST, MVAT AND OTHER TAXES</u> 15.1 The Purchaser/s hereby agrees to pay any Service Tax, GST (Goods and Service Tax) and MVAT together with interest and penalty, if any, or any such other tax/ duty/ fees/cess/surcharge/or any other levies that is payable by (both state or central) in respect of the said flat/shop or otherwise in respect of intended sale of said Flat by the Developers to the Purchaser becoming payable by the Developers in respect of the said Flat(taxes for brevity) on demand by the Developers without any demur. The Developers shall not contribute anything towards such taxes, duties fees, cess. If, however, the Developers are compelled to pay such taxes, the Purchaser/s shall reimburse to the Developers such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser/s. If the Purchaser/s commit default in payment of the Service Tax, GST and the MVAT and the interest and penalty, if any, thereon the Developers shall be entitled to withhold delivery of possession of the said Flat to the Purchaser/s until the Service Tax, GST and the MVAT and the interest and penalty are paid. 15.2 The Purchaser/s hereby agree/s that in case the Government of Maharashtra applies or levies Sales Tax, GST or any taxes as stated above on the sale of this said Flat and other Flat/shop etc. and if any such tax becomes payable in relation to the said Flat, the Purchaser/s shall pay the same immediately on demand being made by the Developers and until such time the same shall remain unpaid or deposited by the Purchaser/s in a separate account with the Developers, the Purchaser/s shall not be entitled to put in physical possession of the said Flat. It is expressly agreed that the legal obligation and liability to pay or to make any contributions

	towards the aforesaid Sales tax or such other tax on sale of said Flat etc. (if any), shall be that of the Purchaser alone with interest and penalty, if any, and any loss or damage arising to the Developers on account of non-payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Developers on demand by the Purchaser/s;
15.3	Time for payment of the Service Tax, GST and MVAT/taxes and interest and penalty if any thereon is the essence of the contract. The Developers shall forward to the Purchaser/s an intimation of the notice of demand received by them from the Service Tax, GST and MVAT Authorities calling upon the Purchaser/s to pay forthwith the amounts demanded under the said notice without any demur to the Developers and the Purchaser/s shall be bound to pay the said amounts within eight days of Developers dispatching such intimation Under Certificate of Posting at the address of the Purchaser/s as given in these presents. The Developers will keep the original of such demand notice open for inspection by the Purchaser/s at the office of the Developers and such notice shall be conclusive and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same; and
15.4	On the Purchaser/s committing default in payment of the abovementioned Service Tax, GST and MVAT and the interest and penalty, if any, the Developers shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser a prior notice in writing of their intention to terminate this agreement by bringing to his notice the default of non payment of Service Tax, GST and MVAT calling upon the Purchaser/s to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Developers shall be entitled to and shall be at liberty to dispose off and sell the said Flat to such person and at such price as the Developers may in their absolute discretion think fit. It is clarified that the Purchasers shall not at any time be entitled to refund of

	service tax, GST, VAT or any of the taxes, by whatsoever paid by the Purchasers on any of the installment mentioned under this agreement for any reason whatsoever including on account of termination of this agreement from the Developers and the Purchasers agree not to raise any disputes in respect of the same.
Additional Point	16. <u>COVENANTS BY THE PURCHASER/S:</u> 16.1 The said Building name and logo of the Developers shall not be changed at any time by the Purchaser/s or the said Society without the prior written consent of the Developers. Upon and after receipt of occupation certificate, the Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for residential purposes and shall use the car parks if allotted for the purpose of parking the Purchaser's own vehicle only. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser/s agrees not to change the user of the Premises without prior consent in writing of the Developers and any unauthorized change of user by the Purchaser/s shall render this Agreement voidable at the option of the Developers and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement. 16.2 The Purchaser/s is / are aware that the marketing collaterals provided by the Developers to the Purchaser/s in respect of the said Building contained materials / pictorial depictions are in the nature of artist's impressions. The Purchaser/s undertakes not to raise any objections with respect to any difference in the said Building from such marketing collaterals. 16.3 The Purchaser/s with intention to bind all persons into whosoever hands the said flat / Shop may come do hereby covenant with the Developers as follows: - a) To maintain the said Flat at Purchaser/s own cost in good tenable condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said building in which the said premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter to make



addition in or to the said building in which the said premises is situated and the said premises itself or any part thereof.

- b) not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the said Flat and/or construction of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures including the entrance thereof. In case any damage is caused to the said Flat or the said Building on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and to rectify damage at his/her/their costs;
- c) to carry at the Purchaser's own cost all internal repairs to the said Flat and maintain in the same condition, state and order in which it was delivered by the Developers and not to do or suffer to be done anything in the said Flat and/or said Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser/s committing any act, in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor alter the principal or load bearing walls/floors, elevation and outside colour scheme of the said Building and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the said Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the said Building and not to chisel or in any other manner damage the



	columns, beams, walls, slabs or RCC structure or pardis or other structural members in the said Flat without the written permission of the Developers and/or said Society;. e) The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Society. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by passenger lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s. The Purchaser/s shall not carry out any structural changes in the premises and or in the elevational features of the building like encroaching on or enclosing the balconies or open spaces outside the shops and removing the internal walls or walls of bathrooms and change the plumbing system of the bathrooms and kitchen area and shall not change the windows or put any grills or box grills on the windows. The Purchaser/s shall not encroach or enclose upon the open spaces or common passages or entrance areas to the flat or shops or use the same except for ingress and egress. The modifications shall be considered unauthorized and the Developers and or the said Society shall be entitled to remove the same at the costs of the Purchaser/s. f) to permit the Developers and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the Project Management Agency and its employees, at all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the said Building or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the
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	Premises for the benefit of the said Building. The Purchaser/s shall not obstruct or hinder the Developers and/or the Project Management Agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser/s shall rectify and make good all defects, within fifteen (15) days from the date of receipt of a written notice from the Developers in that regard; g) not to close or permit to be closed chajjas or balconies or any such areas which are appurtenant to the said Flat (if any)/said Building or change the external colour scheme or the pattern of the colour of the said Building. h) not to change exterior elevation or the outlay of the said Building and / or the said Flat; i) not to install/construct/erect water storage tank/s in the said Flat; j) save and except a name plate of the Purchaser/s, not to affix/install any sign, name or display boards, or any hoardings or neon lights out or about the said Flat, and/or in any part of the said Building, without the prior written permission of the Developers and/or the said Society, as the case may be k) not to do or permit to be done any act which may render void or voidable any insurance of the said Property and the construction thereon, as the case may be, or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance; l) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/ Shop in the compound or any portion of the said property and the said building in which the flat/ Shop is situate. m) to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water
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	charges, charges for maintenance of STPs, garbage disposal system and such other facilities that the Developers may install, operate and maintain under the guidelines prescribed under MOEFCC and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Competent Authorities and/or government and/or other public authority on account of change of user of the said Flat or otherwise; n) to bear and pay all past, present and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction of the said Building and/or any activity whatsoever related to the said Flat by the Competent Authorities and/or State/Central/Government and/or public authority from time to time; o) Pay to the Developers within eight days of the demand by the Developers their share of security deposit demanded by the concerned local authority or Reliance Energy Ltd., MTNL Ltd. M.G.L. (Mahanagar Gas Ltd.) or other Statutory Authority or other person for giving water, electricity or any other services connections to the said building in which the said flat/ Shop is situate; p) the Purchaser/s shall not without the prior written consent of the Developers let, sub-let, grant leave and license or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has / have intimated the Developers and obtained its prior consent in writing in that behalf; q) The Purchaser/s shall observe and perform all the rules and regulations of the said Society and the addition, alterations or amendments thereof, that may be made from time to time for
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	protection and maintenance of the said building and the said Premises therein and for the observance and the performance of the building rules, regulations and Bye-Laws for the time being of the M.C.G.M. and/or concerned local authority and of Government and other public authority, Planning Authority. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the terms of this agreement. r) The Purchaser/s shall insure and keep insured the said Flat against any loss or damages caused by fire or any other calamities for the full value thereof. t) The Purchaser shall from the date of the Purchaser are handed over possession of the said flat/ Shop bear and pay proportionately and also any increase in the all rates, taxes, N. A. taxes, charges, GST, cess and duties, dues, impositions, assessments, land tax, land revenue tax, water charges if any and other taxes, fines, penalties and outgoings levied, imposed or assessed in respect of the said Flat / Shop and/or the said property and/or the said building by the concerned local and statutory authorities or the Government of Maharashtra or any other local or public body or authority and payable either by the flat / Shop purchasers thereof or which are indirectly levied on and collected by the Municipality or other authority from each flat/ Shop Purchaser. (So long as each of the tenement shall not be separately assessed, or if the levy is made collectively on the said building, the Purchaser shall pay his share of such levy in proportion in which the area of the tenement bears to the total of the tenements contained in the said building as the case may be). However, it will not require the Developers to contribute a proportionate share of the maintenance charges of the flat/ Shop which are not sold and disposed of by the Developers in the said building. The proportionate amounts payable as
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	determined by the Developer/the said Society shall be final and binding on all the Purchasers. u) If any other taxes, such as GST, VAT and other taxes are levied by the State or Central Government, on this Agreement then the Purchaser/s alone shall be liable to pay such taxes even before or after the possession of the flat/ Shop is handed over to the Purchaser, when such taxes become due and payable but within seven days when demanded by the Developers. v) The Purchaser/s can fix name boards, AC plants only at such locations and of such size as may be approved by the Developers and any breach of this term shall entitle the Developers to remove the said Boards/AC at the cost of the Purchaser/s. w) The Developers may outsource the day to day maintenance of the proposed new building in favour of a third Party Facilities Management Services Firm and the Purchaser/s herein hereby give their consent for the same. x) The Purchaser/s shall not be entitled to claim possession of the said Flat until the Occupation / Completion Certificate is received from the local authority and the Purchaser/s has paid all dues payable under this Agreement in respect of the said Flat to the Developers and has paid the necessary maintenance amount/deposits, service tax, GST, vat and other taxes payable under this Agreement. y) That nothing herein contained shall construe as entitling the Purchaser/s any right on any of the other structures or buildings/ common areas/wings etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/s to the Developers in this regard. The Purchaser/s shall not object to the exclusive use of the Pocket or open terrace adjacent to any flat/ Shop which maybe given to a specific Flat/ Shop Purchaser for his/her/their exclusive use and shall not have any rights in respect thereof and their rights shall be
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restricted only to the flats/shops agreed to be sold by and under this agreement.

- z) That the Purchaser/s shall indemnify and keep indemnifying the Developers against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser/s.
- aa) not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or chajjas or ducts or other open space/s (if any) forming a part of or appurtenant to the Flat. If the Purchaser/s desires to affix/install grills to the windows of the said Flat, or grill/s or safety door/s to the main door of the said Flat, then the Purchaser/s shall obtain the prior written permission of the Developers and/or the Society, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Developers and/or the Society, as the case may be, in that regard. It is further clarified that any such act by the Purchaser/s to cover the open terrace/s, ducts/the open balcony/balconies or chajjas or other open space/s (if any) shall be at the sole risk and responsibility of the Purchaser/s as to costs and action if any by the authorities/Society.
- ab) not to construct/erect any brick or masonry wall/partition/loft/mezzanine in the said Flat or to make any other structural additions or alterations of a temporary or permanent nature therein and/or in the common areas of the said Building;
- ac) not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat or any part thereof in any manner whatsoever;
- ad) not do or suffer to be done anything on the said Building/Flat/ Car Parking Space/s which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the