

_Date: 06/05/2025

To,
Maha RERA,
6th Floor, Housefin Bhavan,
Plot No. C-21, E-Block, BKC,
Bandra East, Mumbai- 400051.

Sub: Deviation Report Proforma Agreement For Sale

Ref: Project Name: Ariha Skyes

Dear Sir/ Ma'am,

This is to inform you that, the following are the deviations from the Model Form of Agreement for Sale as per Rule 10 of the Real Estate (Regulation And Development) Rules, 2017.

Sr. No.	Deviations in the Agreement for Sale as proposed by the Promoter	Clause under the Agreement for Sale as proposed by the Promoter
1.	Prior to execution of this Agreement, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises (<i>defined hereunder</i>), made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to the Project Land, and such title being clear and marketable; (ii) the approvals and permissions obtained till date and (iii) the Promoter's entitlement to develop the Project and construct the Project under various provisions of applicable law and sell the premises therein. The Purchaser/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Project Land. The Purchaser/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Purchaser/s has/have the financial capability to consummate the transaction.	Recital O (Additional)

	[Note: This granular specification of what all has been disclosed to the Flat Purchaser/s and recording his/her/their satisfaction, is absent in the Model AFS. However, this is factually correct in our case as all these details are always specifically disclosed to the Flat Purchaser/s prior to execution of the AFS]	
2.	Recitals The aforesaid recitals shall form an integral and operative part of this Agreement. The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.	Clause 1 (Additional)
3.	It is further clarified that, all such taxes, levies, duties, cesses (<i>whether applicable/payable now or become applicable/payable in future</i>) including Goods & Services Tax (“GST”) and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. [Note: While this specific language is absent in the Model Form AFS, the intent of Model Form AFS is clear that the Consideration is exclusive of taxes and all taxes are to be paid by the Allottee. Hence this addition is in accordance with the Model Form AFS].	Clause 2.3
4.	The Purchaser/s shall deduct tax at source (“TDS”) from each instalment of the Consideration as required under the Income-tax Act, 1961. The Purchaser/s shall hand over the TDS Challan payment to the Promoter, within 7 (seven) days from the payment of such instalment of the Consideration. The Purchaser/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Purchaser/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Purchaser/s, without any delay or demur. [Note: While this clause is absent in the Model Form AFS, deduction	Clause 3.1 (Additional)

	of TDS is a mandatory statutory compliance]	
5.	In case if the Purchaser/s is/are Non-Resident/s of India, then the Purchaser/s shall be liable to pay the TDS as applicable thereto and shall be liable to follow the specified rules and regulations issued by the income tax department and/or any other concerned authorities, as applicable. [Note: While this clause is absent in the Model Form AFS, deduction of TDS for NRI is a mandatory statutory compliance]	Clause 3.3 (Additional)
6.	The Purchaser/s hereby undertakes to pay the amount of the GST along with each instalment to the Promoter. The Promoter shall not be bound to accept the payment of any instalments unless the same is paid along with the amount of the GST applicable thereon and the Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof. [Note: While this clause is absent in the Model Form AFS, Payment of GST is a statutory compliance]	Clause 3.4 (Additional)
7.	On a written demand being made by the Promoter upon the Purchaser/s with respect to a payment amount (whether the Consideration or any other amount payable in terms of this Agreement), the Purchaser/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. [Note: While the 7 (seven) day period is not in Model Form AFS, Clause 2.2 of the Model Form AFS states that time is the essence for both Promoter and Allottee and the Allottee shall make timely payments of all his dues. Thus, specifying a 7 (seven) day period is in accordance with the Model Form AFS]	Clause 3.12 (Additional)
8.	In case the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the	Clause 3.15 (Additional)

	same manner detailed herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed herein in Clause 3.5, then the Purchaser/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed herein in Clause 3.5, otherwise, the same shall be construed as a default on the part of the Purchaser/s and the Promoter shall be entitled to exercise the provisions of Clause 6 herein below. The Purchaser/s further agree(s) and confirm(s) that in the event the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 herein below, the Purchaser/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule set out in Clause 3.5, upon receiving the demand letter/notice from the Promoter addressed to the Purchaser/s and to the bank/financial institution, under intimation to the Purchaser/s. [Note: Many Flat Purchaser/s take bank funding to pay the sale price and adding such a clause is very helpful for all parties and is also required by the bank]	
9.	Loan and Mortgage by Flat Purchaser/s 4.1 For payment of installments of the Consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Purchaser/s shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Purchaser/s for availing any such loan and for creation of any such mortgage/charge, in the event the Purchaser/s has/have defaulted in making payment of the Consideration and/or other amounts payable by the Purchaser/s under this Agreement. 4.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Purchaser/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or	Clause 4 (Additional)

	mortgage. 4.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Purchaser/s under this Agreement and in terms of Clause 14.5 herein below, and shall also observe and be compliant with the terms of Clause 3.15 of this Agreement.	
10.	Inspection of Completion of Premises It is agreed that any communication in writing by the Promoter to the Purchaser/s for inspection of the said Premises by the Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 (seven) days of such notice, the Purchaser/s shall pay to the Promoter the requisite instalment of the Consideration.	Clause 5 (Additional)
11.	Verification of Title by Falt Purchaser/s 9.1 The Purchaser/s has/ have made enquiries and is/ are satisfied that the title of the Promoter to the Project Land is marketable and free from encumbrances and that the Promoter has the authority to develop the same. The Purchaser/s has/ have inspected the title certificate issued by the Advocate of the Promoter. The Purchaser/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto. 9.2 The Purchaser/s is/are satisfied that the Promoter has obtained the necessary permissions, approvals required for development of the said Project Land and that pursuant thereto, the Promoter herein is entitled to develop the Project Land.	Clause 9
12.	Rights and Entitlement of the Promoter and nature of Development of the Project Land The Purchaser/s hereby agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 11 that: 11.1 The Project Land are being developed by constructing and developing multiple buildings/towers/wings/structures for residential/ non-residential users as may be permissible. The	Clause 11 (Additional)

	Promoter shall be entitled to develop the Project Land as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/s has/have agreed to purchase the Premises based on the unfettered rights of the Promoter in this regard.	
11.2	The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Project Land and/or adjoining Project Land (including by way of FSI and Transfer of Development Rights ("TDR") nomenclatured in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Project Land or any part thereof and adjoining properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility(ies) and all other areas, etc. The Purchaser/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Purchaser/s has/have agreed to purchase the Premises based on the unfettered rights of the Promoter in this regard.	
11.3	The overall development of the Project Land being dynamic in nature, may warrant changing or shifting the place/location on which common amenities are provided. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Purchaser/s agree(s) and accept(s) that the common areas and facilities as well as the amenities may not be provided simultaneously/contemporaneously with offering of possession of the Premises and might be provided only subsequently.	
11.4	The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the	

	Project, and/or the Project Land or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.	
11.5	Until assignment/conveyance to the Society, the Promoter shall always be entitled to put a hoarding on any part of the Project or the Project Land including on the terrace and/or on the parapet wall and/or on the Project Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Project or on the Project Land as the case may be. Until such conveyance to the society, the Promoter shall be entitled to use and allow third parties to use any part of the Project and/or the Project Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.	
11.6	In the event any flats/premises/spaces/areas in the Project are unsold/unallotted/unassigned on execution and registration of the conveyance to society as stated at Clause 29 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. Further, the Promoter shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the society for the sale/allotment or transfer of the unsold areas in the Project, save and except the municipal taxes at actuals (levied on the unsold premises).	
11.7	The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project. The Purchaser/s is/are aware that the main water/drainage pipes of the Project may pass through certain areas within the said	

	Premises. The Purchaser/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.	
13.	Upon completion of construction of the New Building and receipt of the occupation certificate in respect thereof, the Promoter shall endeavour to put the Flat Purchaser/s in possession to occupy the Flat, which shall be on or before _____, and if construction of the New Building is not completed on or before _____, then the Promoter shall complete construction of the New Building within a further penalty free grace period of 12 (Twelve) months (“Possession Date”). However, the aforesaid timelines are subject to the Force Majeure Events and/or the extension granted by the RERA authorities in case of any other justifiable reasons.	Clause 12.1 (Modified)
14.	the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier/E-mail/ Registered Post A.D. at the addressed provided by the Promoter. On receipt of the notice by the Promoter, this Agreement shall stand terminated and cancelled. Upon registration of the deed of cancellation in respect of the Premises and upon the resale of the Premises i.e., upon the Promoter subsequently selling and transferring the Premises to another purchaser/s and receipt of the sale consideration thereon, the Promoter shall within a period of 30 (Thirty) days, refund to the purchaser/s the amounts already received by him in respect of the Flat/Unit with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Upon the registration of the deed of cancellation, the Purchaser/s shall have no claims of any nature whatsoever on the Promoter or the Premises and the Promoter shall be entitled to deal with and/or dispose of the same in the manner as it may deem fit and proper.	Clause 12.2 (ii) (Modified)

	The Purchaser/s hereby acknowledge(s) and agree(s) that he/ she/ they shall within a period of 15 (fifteen) days from the date of such failure, choose either of the aforesaid remedies as set out in Clause 12.2 (i) and (ii) and not both. It is further agreed by the Purchaser/s that in case the Purchaser/s elect(s) his/her/their remedy under Clause 12.2 (i) herein then in such case the Purchaser/s shall not subsequently be entitled to the remedy under Clause 12.2 (ii) herein. [Note: This is as per S. 18 of the Act which requires the Purchaser/s to elect either of the remedies viz. continue with interest or exit with refund and interest]	Clause 12.2
15.	Post receipt of the Possession Notice, the Purchaser/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities, the Promoter and after depositing such amount as may be specified by the Promoter as an interest-free deposit which will be refunded without interest upon completion of the fit outs. The Purchaser/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Project and its common areas etc., and/or any neighboring flats/premises in the Project and/or the equipment's installed therein and subject to the debris being completely removed from the New Building/s, the and/or the Project Land. Further, prior to the Purchaser/s carrying out any fit out activities in the Flat/Unit, the Purchaser/s shall show the Promoter all the alterations to be carried out by the Purchaser/s and the same shall be subject to the approval of the Promoter so that the structural integrity of the New Building/s and/or other flats/premises in the New Building/s is not compromised due to the negligence and/or omission by the Purchaser/s and/or his/her/their contractors, laborers, architects, designers etc. [Note: while absent in the Model Form AFS, this clause is in accordance with the Purchaser/s Covenants at Clause 14 of the Model Form AFS. While undertaking such fit outs, the Purchaser/s is/are required to comply with all approvals and requirements of law, which is what this clause states]	Clause 14.6 (Addition)
16.	It is hereby agreed and understood by the Purchaser/s that the Promoter shall not be responsible for any defect arising due to any act or omission or negligence by the Purchaser/s such as making any internal structural/ non-structural changes thereby causing damage to the Premises, during the course of fit out/ furnishing the Premises doing any act, deed, matter or thing resulting into leakage/ damage to the Premises or other flats/ premises in the New Building/s or its common	Clause 16.3 (Addition)

	passages, staircases, etc. The Purchaser/s hereby indemnifies and shall keep the Promoter indemnified for any such defect. It is further agreed and understood that the Promoter shall also not be responsible for any defect arising due to the Force Majeure event or any event beyond the reasonable control of the Promoter.	
17.	In spite of all the necessary steps and precautions taken while designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Purchaser/s and any other purchaser/s of the other flats in the Project. The Purchaser/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Purchaser/s and any other purchaser/s of the Project and the Purchaser/s shall not raise any claim(s) against the Promoter in this regard.	Clause 16.4 (Addition)
18.	All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Purchaser/s shall not raise any claim(s) against the Promoter in this regard.	Clause 16.5 (Addition)
19.	Further, wherever there is a third-party warranty/ guarantee given in respect of any work/installation in the New Building/s and/or the Premises, the new society/the Purchaser/s will contact the respective manufacturers and/or service providers to rectify any defect in the Premises or the amenities and it is agreed by the Purchaser/s that the Promoter shall not be liable for the same.	Clause 16.6 (Addition)
20.	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 access the same and shall then submit a report to state the defects in materials used, in structure built of the Premises/ New Building/s, workmanship etc.	Clause 16.7 (Addition)

21.	Transfer of Premises	Clause 17.2,
	17.2 Without prejudice to what is stated at Clause 17.1 herein, in the event the Purchaser/s intend(s) to sell, transfer, assign and/or deal with or dispose of the Premises and/or the Purchaser/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the Premises as well as the Purchaser/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:- (a) The Purchaser/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the Premises and an explanation of the basis for such calculation. (b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Purchaser/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Purchaser/s of the Promoter's intention to purchase/acquire the Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Purchaser/s shall not proceed with the sale/transfer of the Premises. Upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price. (c) The Promoter may at its sole discretion, on a written request to that effect made by the Purchaser/s prior to the exercise of the option by the Promoter as contemplated in Clause 17.2 (b), dispense with the ROFR upon the Purchaser/s making payment of such sum not exceeding 2% (two per cent) of (i) the Offer Price or (ii) the price at which the Promoter is selling a flat/unit of a similar nature at the relevant time, whichever is higher, together with GST (if applicable) and such other	17.3, 17.4 (Addition)

	applicable taxes thereon, as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Purchaser/s be entitled to sell the Premises to the proposed transferee on the same terms and conditions as were offered by the Purchaser/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the Premises and hence will continue with the new purchaser of the said Premises, and the Purchaser/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Purchaser/s and the proposed transferee. (d) The Purchaser/s agree(s) that if completion of the sale of the Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Purchaser/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of Clause 17.2 (c) above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 16.2 (b) above, then the Purchaser/s right to sell the Premises to such proposed transferee shall lapse and the Purchaser/s shall not claim any repayment of the aforesaid 2% (two percent) together with applicable taxes. Thereafter, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of Clause 17 and the process to be followed therein including payment of 2% (two percent) shall once again apply to the Purchaser/s for any subsequent proposed sale of the said Premises. 17.3 It is hereby clarified that, in the event of the Purchaser/s proposing to give the Premises on lease and/or leave and license basis only, then the provisions contained in Clause 17.2 above shall not apply, except that, the Purchaser/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and license arrangement. 17.4 The Promoter shall be entitled to call upon the Purchaser/s to satisfy the Promoter either through the Purchaser/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Purchaser/s's financial and other capabilities to pay the entire Consideration and all other amounts to the Promoter and to complete the sale and transfer of the Premises.	
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22.	Events of Default (c) If the Purchaser/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of undertakings and affidavits etc.; (d) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved; (e) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months; (f) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; (g) If any of the assets and/or properties of the Purchaser/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.; (h) If any execution or other similar process is issued and/or levied against the Purchaser/s and/or any of the Purchaser/s' assets and properties; (i) If the Purchaser/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Purchaser/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or (j) If any of the aforesaid have been suppressed by the Purchaser/s.	Clause 18.2
23.	19.12 To separate the wet and dry garbage generated in and from the Premises and shall treat separately. 19.13 The Purchaser/s agrees, undertakes and confirms that he/she/they/it will not obstruct, hinder or interfere with the development of the Project and all infrastructure thereon including common areas facilities and amenities as envisaged by	Clause 19

	the Promoter under the scheme of development. 19.14 The Purchaser/s hereby agree/s, confirm/s and consent/s to the Promoter, that in the event whereby the development potential increases resulting into availability of higher habitable area, the Promoter shall be permitted to utilize such additional FSI and complete the construction of the building in accordance with the sanctioned plans, provided that the prior written consent of the Purchaser/s shall be obtained. Further, the Purchaser/s hereby undertake/s not to cause hindrance or obstruction to the Promoter in utilizing the additional FSI and completing the balance constructible area in terms of the sanctioned plans. 19.15 The Purchaser/s shall maintain the elevation of the Premises, in the same form as the Promoter constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter and/or the new society. 19.16 Save and except as stated in Clause 17, the Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and until the Purchaser/s has intimated in writing to the Promoter. 19.17 The Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the New Building or the Project Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building and/or to the Promoter and/or the management company or occupants of neighbouring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose. 19.18 The space provided for the entrance of the New Building shall be used as entrance only and the Purchaser/s shall not use the same in any other way except for entering the New Building. The Car Parking Space/s allotted to the Purchaser/s (if any) herein shall use the Car Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle. 19.19 The Purchaser/s shall at every given point of time, permit the Promoter, Promoter's affiliates, and/or any Governmental Authorities and their respective officers, agents, or	
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	representatives, including the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, Promoter's surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the New Building thereof, until the project completion. They shall have at all reasonable times the right to enter into and upon the Project Land, the Project, the Premises and the Car Parking Space/s, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.	
19.20	To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the New Building.	
19.21	Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.	
19.22	Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Purchaser/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the Premises or the New Building or the Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 16 of this Agreement shall immediately cease and the Purchaser/s and/or the new society shall have no claim(s) of whatsoever nature against the Promoter in this regard.	
19.23	To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Purchaser/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Purchaser/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the New Building/s and/or the Project Land. If the Purchaser/s or members of the Purchaser/s family or any servant or guest of the Purchaser/s or any person employed by the Purchaser/s commit(s) default of this sub-clause then the Purchaser/s shall immediately take remedial action and	

	shall also become liable to pay liquidated damages to the Promoter on each occasion on which the Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commit(s) default of this sub-clause.	
19.24	If any Purchaser/s /occupants in the Project including the Purchaser/s make any internal structural/non-structural changes to any premises in the New Building including the Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.	
19.25	If the Purchaser/s is/are non-resident Indian citizen or a foreign citizen (whether or not the Flat Purchaser is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be her sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.	
19.26	The Purchaser/s shall not park at any other place and shall park all cars only in the Car Parking Space/s only as may be permitted/allotted by the Promoter to the Purchaser/s.	
19.27	The Purchaser/s shall object to the permission granted/to be granted by the Promoter to other purchaser/s for the use of their respective appurtenant spaces and the car parking spaces.	
19.28	Not to do any act, deed, matter or thing during the course of fit-out/furnishing the Premises resulting in leakage/damage to the Premises or other flats/premises in the Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.	
19.29	Not to make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.	
19.30	Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the New Building and/or the Project and/or the Project Land or any part thereof, the garden, greenery, fencing, saplings,	

	shrubs, trees and the installations for providing facilities in the said the New Building and/or the Project Land. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the New Building, Project and/or the Project Land. If the Purchaser/s or members of the Purchaser/s family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also become liable to pay liquidated damages to the Promoter on each occasion on which the Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commits default of this sub-clause.	
19.31	To maintain the aesthetics of the New Building and/or Project and to ensure the quiet and peaceful enjoyment by all the Purchaser/s and/or occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Premises, the New Building/s, the Project and the Project Land, the Purchaser/s shall not, without the prior written permission of the Promoter and/or the new society: i. carry out or undertake any painting, decoration, or other work, to the exterior of, or outside the Premises; ii. affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or in any part of the Project Land; iii. cover or enclose in any manner whatsoever, the open terrace/s, the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Premises, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Premises; iv. hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Premises; v. affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building/the Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever;	

	vi. affix/install any AC units in the balcony/ies or other open space/s (if any) forming part of or appurtenant to the Premises; vii. In any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time; and viii. install or cause to be installed any DTH service antenna including but not limited to Dish TV on the terrace of the New Building and/or the open terrace/s, the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Premises. In the event the Purchaser/s desires to install a DTH service antenna/ Dish TV, the Purchaser/s shall submit a written request to the Promoter/society specifying the type, size and proposed location of installing the said antenna/Dish TV. Further, it is expressly agreed by the Purchaser/s that upon the approval of the request for the installation of the antenna/Dish TV by the Promoter/society, the same shall be installed at such a location as directed by the Promoter/society.	
	19.32 Do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project and/or any part thereof, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Purchaser/s;	
	19.33 Do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the Purchaser/s of any other Premises in the Project;	
	19.34 Demand or claim any partition or division of the Purchaser/s ultimate interest as provided herein, in the Project Land and/or the Project and/or any part thereof, it being expressly agreed, understood and confirmed by the Purchaser/s that her interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the new society, of which he/she/they/it shall be admitted a prospective member.	
	19.35 It is hereby agreed by the Purchaser/s that the open terraces, if any, forming part of and attached/appurtenant to any of the	

	Premises in the Project are intended for and shall be exclusively used and occupied by the respective Purchaser/s of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter/society and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned Purchaser/s of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.	
19.36	The Purchaser/s has/ have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep herself updated with all the matters relating to the Project that the Promoter will upload from time to time.	
19.37	The Project shall always be called/known by the name 'Ariha Skyes', which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Purchaser/s and all Purchaser/s of Premises in the Project.	
19.38	All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Purchaser/s and Purchaser/s of Premises in the Project, as well as the new society.	
19.39	The Purchaser/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the new society.	
19.40	To rectify and make good any breach or default of any of the covenants contained in this Clause 19, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 19 by the Purchaser/s shall be of the essence of this Agreement.	

	19.41 The Purchaser/s has/have been informed and is aware that: i. all natural materials that are to be installed in the Project and/or the Flat/Unit, and/or that form a part of the Amenities to be provided in the Flat/Unit, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; ii. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Flat/Unit shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/equipment installer/manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Purchaser/s and/or the new society, as the case may be; and, the amenities, facilities, infrastructure, equipment, appliances and electronic items installed and forming a part of the Amenities to be provided in the Flat/Unit or common Areas & amenities or limited common areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall or may be rendered void.	
24.	Insurance Upon project completion and upon the Promoter obtaining the occupation certificate with respect to the New Building/s, the Project shall be insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of god, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the Purchaser/s his/her/their its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Purchaser/s as a	Clause 22

	part of the other charges & deposits and the Purchaser/s shall bear and pay the same.	
25.	Indemnity The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Purchaser/s of any of the terms, conditions and provisions of this Agreement.	Clause 23
26.	Promoter's Overriding and Paramount Right Over the Premises 24.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Premises and the Car Parking Space/s (if any) are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Premises and the Car Parking Space/s (if any) in respect of all outstanding and unpaid aggregate payments payable by the Purchaser/s to the Promoter; 24.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, conveyance, in law of any part of the Project Land, and/or the Project to the Purchaser/s. So far as the Purchaser/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Premises strictly upon and subject to the terms, conditions and provisions herein. The Purchaser/s shall also not have any claim, save and except, in respect of the Premises hereby agreed to be allotted and sold, and the benefit of the use of the Car Parking Space/s (if any) thereto.	Clause 24
27.	Nomination The Purchaser/s hereby nominates _____, having his/her/their address at _____ who is _____ (relation with the Purchaser/s) of the Purchaser/s as his/her/their nominee in respect of the Premises (hereinafter referred to as the "Nominee"). On the death of the Purchaser/s, the Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise and shall be liable and	Clause 26

	responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the Nominee for the purposes mentioned herein. The Promoter shall only recognize the Nominee, or the nominees substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the Premises, till the time the necessary order of the Court of law, Probate/ Succession Certificate/ Letters of Administration and/or such other documents has been obtained by any legal heirs and/or representatives of the Purchaser/s. The heirs and legal representatives of the Purchaser/s shall be bound by any or all acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the Nominee.	
28.	Waiver Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoter.	Clause 36
29.	Purchaser/s who is/are Non-Resident/Foreign National Of Indian Origin It has been abundantly made clear to the Purchaser/s and is reiterated herein that if the Purchaser/s who is/are non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accept no responsibility in this regard and the Purchaser/s	Clause 43

	agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.	
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For M/S. Ariha Globe LLP


Partner(s)

