

	AND SCHEME		15.2. The Developer herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Developer herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water/water of adjacent terraces/sit-outs/ roofs shall always have proper flow and shall not obstruct the uninterrupted flow or water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Developer herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.
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			15.3. In the Building the Developer herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room, tower parking etc. and which has to be operated / used by the persons in the Building with adequate knowledge and due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Developer shall not be responsible after handing over of the Building to the Society and the Society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and causalities/calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Developer and/or its partners shall and will not be responsible in any manner whatsoever under any circumstances.
18.	DEVELO PER'S EXCLUSI VE RIGHT OF ALLOTM	Clause 16 Page No. 36	As the available parking spaces in the new building may not be sufficient for allotment to all the purchasers, to avoid the disputes between apartment holders about parking spaces, the Developer herein shall be entitled to allot the available parking spaces under stilt,

	ENT OF PARKING SPACES:		Tower/mechanical stack parking and within open areas and such allotment by the Developer shall be binding on all the purchasers of apartments in the said new building.
19.	THE DEVELO PER'S RIGHT TO DEAL WITH THE TERRAC ES ETC.	Clause 17 Page No. 36	As per Development Control Rules applicable to the Building to be constructed on the Property, the Developer herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering these aspects, the Developer has paid premium amount and as such, the Developer shall be entitled to deal with such terraces, etc. and the Purchaser herein by executing this Agreement has given his/her irrevocable consent for the same and the exclusive right of the Developer to deal with same. It is hereby agreed that the areas mentioned in the Third Schedule hereunder written under head "Common Amenities" only shall be the common facilities and the Developer shall be entitled to declare all other common areas in the Building as restricted or reserved areas and facilities or alienate and dispose of such other areas and facilities in such manner as the Developer thinks fit.

20.	SPECIFIC COVENANTS	Clause 19 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p) Page No. 44, 45, 46	a) The relation between Developer and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Developer has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement. b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Developer to the Purchaser herein, it will always be presumed that the Developer has discharged and performed all their obligations including those under RERA. c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Developer. d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces,
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			stilt/mechanical/tower parking, spaces for advertisement or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconvenience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her/their irrevocable consent and for this reason a separate consent for the same is not required. e) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold and all rights of ownership in all open spaces, parking spaces, lobbies, staircases, terraces may be having garden space & recreation spaces etc. will remain the property of the Developer until the new building is handed over to the Society. f) Any delay tolerated or indulgence shown or omission on the part of the Developer
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			in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Developer shall not be construed as the waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer. g) All the power, authorities and rights of the Society and/or buyers of the apartments in the buildings, shall always be subject to the Developer's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use un allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from the Developer, in respect of the flats / shop/office /apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
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			h) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Developer shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments in respect of all the apartments in the building forming part of the Promoted Allocated Area are received by the Developer. i) The Developer herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Developer, other than the terms and conditions expressly provided under this agreement and this agreement shall supersede any such prior writings or communications. j) Considering the Building to be constructed on the Property is Residential/Commercial building having residential flats/commercial premises and for that, having internal approach road and to have the security for the human beings, the Purchaser or his/her agents shall not damage the internal road and it is specifically prohibited to
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			bring any heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the Building by any purchaser/occupant in the Building or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as by any person occupying or visiting the Apartment. k) The Developer herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any
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			part thereof or erect any additional wall or make any structural changes or in any manner increase the electrical load in the Apartment because wires will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly after completion of the Building and handover to the society, the society will have absolute authority to expel the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same. 1) The Developer herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Developer herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and further shall install cooling equipment's if required at the places provided for the same inside the duct and any unit shall not been seen on
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			external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the building commits breach of this condition then, the Developer as well as the society and its office bearers shall have absolute right and authority to close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment. m) The Developer herein has specifically informed the Purchaser that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building/wing chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty. n) The parties hereto are well aware that, the Flat /Shop/Office Number is three or four digits, first one or two digits denote floor of the building / wing and
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			last digit denote the flat/ Office/ Shop number. o) It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any portion of the said land and/or building. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and the Developer have right to use and enjoy/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, storm water drainage, common areas and facilities, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the compound, lift machine room and all such amenities/facilities that may be provided by the Developer until the said
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			structure of the building is handed over to the Society. p) Purchaser is aware that due to planning constraints, there are limited parking spaces and he/she/they has/have not been allotted/allotted any parking spaces.
21.	NAME OF THE SCHEME AND BUILDINGS / WINGS	Clause 20 Page No. 41	Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developer herein has decided to have the name of the Building "Tagore Nagar Tapovan C. H. S. Ltd.," and the building will be denoted by such letters and further erect or affix Developer's name board at suitable places as decided by the Developer at the entrances of the building and on outer vertical walls and on terraces. The Purchaser or other apartment holders in the building/s or the Society are not entitled to change the aforesaid Building name and/or remove or alter Developer's name board in any circumstances.
22.	TERMINATION OF	Clause 33 (33.1), (33.2),	33.1 Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser the

	AGREEMENT	(33.3) Page No. 46	instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer, after deducting 10% (ten percent) of the total sale consideration as predetermined liquidated damages and the loss, if any, the Developer may be suffer on resell of the Apartment to any other Purchaser. 33.2 It is specifically agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Developer and Purchaser herein is terminated as stated in sub-para hereinabove written, then all the instruments and writings under whatsoever head executed between the parties hereto or between the Developer and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no right, title, interest or claim against the Developer. 33.3 Notwithstanding any of the above clauses, in the event the Developer is unable to give possession of the Apartment on the due date, for any reason whatsoever, the Purchaser will be entitled to terminate this Agreement and on such termination by the Purchaser, the Developer shall within 60 (sixty) days of such termination refund the entire amount received from the Purchaser
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			under this Agreement with interest as specified in the Rules.
23	MEANING OF WORDS IN THE AGREEMENT	Clause 36 Page No. 47	In this Agreement unless context otherwise implies: a) The expression defined herein shall have the respective meaning assigned to them. b) The singular wherever used shall include plural and vice-versa. c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.
24.	MISCELLANEOUS:	Clause 37 Page No. 47	a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof. b) Print and electronic media advertisement, the Brochure, layout display plan, model of the Building, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Developer.

25.	EFFECT OF LAWS:	Clause No.38 Page No.48	This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.
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Hence the Deviation Report for Agreement for Sale.

Place: Mumbai

Date: 16/01/2025

For Adityan Buildcon

 Partner

