Agate Realtors And Developers

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26-May-2025

Deviation with respect to Agreement For Sale

Point No.	Point Description
N.A.	**WHEREAS:** A. Government of Maharashtra (**"State Government"**) is the owner of the said Land (defined herein) together with the said Structures (defined herein). The said Land along with the said Structures are hereinafter collectively referred to as **"the said Property"** and demarcated with thick red boundary line on the plan thereof hereto annexed and marked **"Annexure 1"**. The Promoter is/shall be constructing the Free Sale Wing (defined herein) on a portion of the said Land as part of the Project (defined herein). The said Land is further described in the **First Schedule.** B. The chain of title of the Promoter to the said Property is described in the **Second Schedule** (*Chain of Title to the Promoter*). A copy of the Report on Title in respect of the said Property is annexed hereto and marked **"Annexure 2"**. C. The Promoter has applied for and obtained various approvals for the development of the Project. Key approvals obtained are set out in **"Annexure 3"**, which shall be updated from time to time. The Promoter is undertaking development / re-development of the said Property under the provisions of regulation 33(10) of the Development Control Regulations of Greater Mumbai **("DCR")** and any/all such other provisions of the DCR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR from time to time **("the Scheme")**. In pursuance of the Scheme, the Promoter shall obtain further approvals, as may be permitted by applicable regulations from time to time. Further description of the Scheme is laid out in the **Third Schedule** (*Description of the Scheme*) and the current status of approvals is laid out in **"Annexure 3"**. D. The Promoter has engaged the services of architects (registered with the Council of Architects) and structural engineers for the preparation of the design and drawings in respect of the Project and the construction of the Project shall be under the professional supervision of the said architects and structural engineers. E. The development / redevelopment of the said Free Sale Wing on the Free Sale Land is proposed as a "Real Estate Project" by the Promoter **("Project")** and the Promoter has registered the Real Estate Project with the Real Estate Regulatory Authority **("RERA Authority")**, under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 **("RERA")** read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. ______________ dated __________ for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **"Annexure 4"** hereto. F. The Allottee/s is desirous of purchasing a residential premises / flat / office / shop in the Project as more particularly described in the **Fourth Schedule** and has/have applied to the Promoter for allotment of the said Premises in the Free Sale Wing. A copy of the floor plan in respect of the said Premises is annexed hereto and marked **"Annexure 5"**. G. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and

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	Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Real Estate Project (as defined hereinabove). The Allottee/s has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. H. The Allottee/s has, prior to date hereof, inspected all documents of title relating to the said Property, and the plans, designs, and specifications prepared by the Promoter's architects, and all such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: a. All the title deeds, documents, etc., referred to in this Agreement. b. All the other title deeds and documents in relation to the said Land and said Property. c. Copy of the Report on Title; **("Annexure 2")** d. All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan and the commencement certificate of all the buildings/wings constructed / being constructed on the said Land; **("Annexure 3")** e. The authenticated copy of the sanctioned plan of the said Premises; **("Annexure 5")** f. The authenticated copies of the Property Register Cards with respect to the said Land; **("Annexure 6")** I. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and (ii) the approvals and permissions (including Intimation of Approval/Disapproval and Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. 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.
4.1 & 4.2	PURCHASE OF THE SAID PREMISES AND CONSIDERATION The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises more particularly described in the **Fourth Schedule** hereunder written in the Free Sale Wing having carpet area as set out in the **Fourth Schedule** hereunder written and as shown hatched on the floor plan annexed and marked **Annexure 5** hereto, at and for the Consideration Amount as set out in the **Fourth Schedule**. The said Premises shall contain amenities as set out in the **Fifth Schedule** hereto. The Consideration Amount shall be paid by the Allottee/s to the Promoter from time to time in the manner more particularly described in the **Fourth Schedule.** The Allottee/s shall be responsible for ensuring that payment of each instalment is made within fourteen (14) calendar days of the demand for the said instalment being made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account.
5 (b)	TERMS OF PAYMENT The Allottee/s accord their irrevocable consent to the Promoter to appropriate payments made by him, notwithstanding any communication to the contrary, in the following manner: i. Firstly, toward the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Allottee/s; ii. Secondly, towards Interest due as on the date of payment; iii. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration Amount along with all other amounts payable under this Agreement, including but not limited to Other Charges, Maintenance Related Charges, dues and Taxes payable, or any other administrative and/or legal expense incurred by the Promoter on account of delay in payment by the Allottee/s and the consequential actions required to be taken by the Promoter; and Fourthly, towards outstanding dues, including Consideration Amount and any other amounts

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	payable in respect of the said Premises or under this Agreement.
7(d)	DYNAMIC NATURE OF DEVELOPMENT d. The Promoter shall confirm the final net carpet area that has been allotted to the Allottee/s after the construction of the Free Sale Wing is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified herein from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s beyond 3%, the Promoter shall demand additional amount from the Allottee/s towards Consideration Amount, which shall be payable by the Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter / Allottee/s, as the case may be, under this clause shall be made at the rate calculated as the Consideration Amount divided by the Net Carpet Area as mentioned in the **Fourth Schedule**.
8.	FINANCING AND PAYMENTS b. The Project has been mortgaged to ____________________ and the sale is subject to the terms of the conditional no objection (NoC) issued by ________________________. All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT/ any other instrument drawn in favour of / to the account of the Promoter set out in the **Fourth Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertake/s to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Fourth Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Fourth Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each instalment of the Sale Price. The Promoter shall be entitled to change the account (as set out in the **Fourth Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account. The said Premises shall remain mortgaged to ____________________ till deposit of sale consideration in full in the account mentioned in the **Fourth Schedule**. c. The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.
9.	MORTGAGES AND CHARGES a. The Allottee/s hereby agrees and acknowledges that the Promoter shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Amount and other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges, or any part/ portion thereof (whether or not the Promoter is in full receipt of the same as of a particular date), in the manner that the Promoter may, in its sole and absolute discretion, deem fit. The Allottee/s hereby further agrees and acknowledges that the Promoter may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Allottee/s hereby grants his irrevocable consent to the Promoter to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Promoter (without requiring specific consent from the Allottee/s), the Consideration Amount and other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges and/or part thereof and any amounts received/ receivable by the Promoter hereunder, including without limitation, the right to directly receive from the Allottee/s such amounts pertaining to the Consideration Amount and/or other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Allottee/s herein. b. It is further agreed that any such securitization shall not lead to an increase in the Consideration Amount or any other amounts payable under this Agreement, including Other Charges and

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	Maintenance Related Charges paid by the Allottee/s for the Unit and any payment made by the Allottee/s to the Promoter and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Allottee/s under this Agreement to the extent of such payment. c. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee/s in connection with the payments to be made pursuant to this Agreement **("Loan")** and any mortgage created or to be created over the said Premises in connection with such Loan (which shall require the prior written consent of the Promoter), the Allottee/s shall remain solely and wholly responsible for the timely payment of the Consideration Amount and all other amounts payable under this Agreement, including, but not limited to, Other Charges, and Maintenance Related Charges or any parts thereof and/or any other amounts payable hereunder. d. The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Loan taken by the Allottee/s. All costs in connection with the procurement of the Loan and creation of a mortgage over said Premises and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the said Premises to which the Allottee/s has no objection and hereby waives his right to raise any objection in that regard. e. The Allottee/s hereby expressly agrees that so long as the Loan and the Consideration Amount and any other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto remain unpaid/outstanding, the Allottee/s subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial institutions which have advanced the Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever. f. The Allottee/s indemnifies and hereby agrees to keep harmless and indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.
13 (c) (ii)	Attempt to defame: The Allottee/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed, or thing or behave inappropriately or correspond or communicate in any manner that would in any manner affect or prejudice or defame the Project / said Property or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed, or thing then the Promoter, shall without prejudice to any other rights or remedies available in Applicable Law, have the option to terminate this Agreement.
13 (d) (i) 1. And 2	1. Within thirty (30) days of expiry of the Extended DOP, the Promoter shall inform the Allottee/s regarding the revised date by which the said Premises are likely to be ready for being offered for possession. On receipt of such written intimation, unless the Allottee/s elects to terminate this Agreement, the DOP mentioned in the **Fourth Schedule** shall stand revised to and substituted by revised date communicated by the Promoter. The Promoter shall credit Interest to the Allottee/s for the period between the Extended DOP and the date on which possession is finally offered to the Allottee/s; or 2. Within thirty (30) days from expiry of Extended DOP, the Allottee/s may by giving notice in writing in the form set out in "**Annexure 7**" elect to terminate this Agreement. **("Allottee Notice of Termination")**. Where the Allottee Notice of Termination is not received by the Promoter within the aforementioned period of thirty (30) days from the expiry of the Extended DOP, the Allottee/s shall be deemed to have elected to proceed in accordance and pursuant to the provisions of 13(b)(i)(1).
13 (f)	Pursuant to the termination of this Agreement, the Allotttee/s shall execute a cancellation deed in the format specified by the Promoter **("Cancellation Deed")** and such other documents as may be required for cancellation of the said Premises and be required to register the same per the timelines specified by the Promoter and undertake all actions as may be required to give effect to this provision. The Allottee/s specifically undertakes to raise no objections or cause no delay in the execution of the

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	Cancellation Deed when called upon by the Promoter. In the event that the Allottee/s fails to personally appear for the execution and/or registration of the cancellation Deed upon 7 days' notice being given for the same by the Promoter, then the Purchaser shall be obliged to pay a 'non-cooperation charge' of an amount equal to five (5) percent of the Consideration Amount and the same shall be reduced from the Refund Amount. The Refund Amount, adjusted for such charges, if any, shall be paid starting thirty (30) days from the date of registration of the Cancellation Deed in 12 equal monthly instalments. It is expressly agreed that the Refund Amount shall, in no case, be paid in the absence of a registered Cancellation Deed.
16 to 20	FACILITY MANAGEMENT a. The Allottee/s is aware and agrees that the Project and maintenance and upkeep of the Common Areas and Amenities of the Project shall be managed by a facility management company **("FMC")**. The Promoter has the right to enter into contract with any agency, either a third-party FMC or a related concern of the Promoter, for the purpose of maintenance and upkeep of the Free Sale Land / the Free Sale Wing and such decision shall be final and binding for a period of 120 months from the date of offer of possession of the final unit in the Project. The FMC shall be paid for reimbursement of all direct costs (including all manpower, material, and overhead costs) incurred along with a margin of 20% (twenty percent) margin on such costs and all applicable Taxes. The Allottee/s along with all other purchasers in the Project shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. Upon expiration of the 120 month period, the Ultimate Organisation/Federation may appoint the FMC for a further term or choose to appoint any other facility management company for the maintenance and upkeep of the Common Areas and Amenities of the Project. b. The FMC shall be fully entitled to end its services by giving an advance written notice of two (2) months to the Ultimate Organisation / Federation in the event that: i. The period of the FMC's initial appointment has not been renewed at least six (6) months prior to its expiration, or ii. The BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred percent) of the unit purchasers at the due date (with a grade period of thirty (30) days. c. Notwithstanding the above, the Ultimate Organisation shall be entitled to end the services of the FMC with advance written notice of six (6) months if such termination has the written consent of one hundred percent (100%) of the allottee/s of the project. Similarly, the Federation shall be entitled to end the services of the FMC with advance written notice of six (6) months if such termination has the written consent of one hundred percent (100%) of the allottees of all buildings on the said Property. d. The Allottee/s agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC. e. During the 120-month term of the FMC, The Promoter shall have the right to designate any space on the Free Sale Land and/or the Free Sale Wing or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Wing. The Allottee/s agree and confirm that he shall cause the Ultimate Organisation to allow use of such space and raise no objections to the same during the initial 120-month term. The Promoter shall also be entitled to designate any space on the Free Sale Land and/or in the terrace of the Said Free Sale Wing to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Said Free Sale Wing and / or in any other buildings on the said Land. f. It is expressly agreed and understood by the Allottee/s that the cost of maintenance of the Said Free Sale Wing shall be borne and paid by the Allottee/s of the units / premises in the Said Free Sale Wing alone; 2. CAM CHARGES AND MAINTENANCE RELATED AMOUNTS a. The costs related to the upkeep and maintenance of the Project / said Property shall be to the account of and jointly borne by the relevant allottees proportionate to the Net Carpet Area of each unit and shall be payable as the BCAM Charges and the FCAM Charges (collectively, the **"CAM Charges"**) as set out in the **Sixth Schedule.** The CAM Charges shall not include the costs associated with diesel (or any other fuel or energy) consumption, water consumption, and electricity / HVAC consumption within the said Premises which shall be payable by the Allottee/s on a monthly basis based on actuals. b. The Allottee/s shall be obliged to pay the BCAM Charges and FCAM Charges in advance on

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or before the 1st day of each quarter to the Ultimate Organisation and Federation respectively.

c. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Allottee/s takes possession of the said Premises or not. The Allottee/s agrees to make payment of the estimated FCAM and BCAM Charges for the period stated in the **Sixth Schedule** from the CAM Commencement Date on or before the Date of Offer of Possession.

d. The Allottee/s is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 5% (five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Allottee/s and the FMC.

e. The Allottee/s is aware and hereby confirms that no CAM Charges shall be payable on any unsold units by the Promoter. For any units, the CAM Charges shall commence on the date of offer of possession of the said units after it is sold. However, in case of units unsold after receipt of OC in respect of such units, the Property Tax in relation to such unit(s) shall be borne by the Promoter.

f. All Maintenance Related Amounts stated in the **Sixth Schedule** are compulsorily payable by the Allottee/s in the future upon demand being raised by the Promoter / Ultimate Organisation / Federation regardless of whether the Allottee/s uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and lead to suspension of access to the Amenities and other common areas of the Project as well as facilities and services provided by the FMC. Further, any allottee who has defaulted on payment of Maintenance Related Amounts for a period exceeding sixty (60) days shall not be eligible to be considered for membership of the Ultimate Organization and/or Federation for a period of twelve (12) months following the date of default.

g. The Promoter shall provide expense details only in connection with Maintenance Related Amounts (excluding Building Protection Deposit) and shall not provide expense details for any other head. The details of expenses related to the BCAM Charges shall be provided at the time of handover of operations by the Promoter to the Ultimate Organisation and the FCAM Charges shall be provided at the time of handover of operations of the common areas outside the Project by the Promoter to the Federation. Any surplus amounts towards BCAM and FCAM Charges lying with the Promoter shall be paid on monthly basis to vendors providing relevant services with respect to the Project after authorisation from the Ultimate Organization or Federation, as applicable, at the time of handover of the affairs of the building and the Promoter shall not provide expense details for any other head.

3. AMENITIES AND OTHER KEY COMMON AREAS

a. The number of members of the Allottee/s who are permitted to use the Amenities and/ or other common areas of recreational / food & beverage / commercial use is set out at **Fourth Schedule**. For any additional memberships, the same shall be permitted only if they are full-time members of the said Premises and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Allottee/s may be permitted to use the Amenities subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Amenities and membership of the Amenities will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Allottee/s confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

b. The right to use the facilities at the Amenities shall be personal to the Allottee/s of the said Premises in the Project and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the said Premises upon the sale / Transfer of the said Premises by the Allottee/s. In the event, the said Premises in the Project is sold/ transferred by the Allottee/s, then the Allottee/s along with his family members being the associate members of the Amenities, shall cease to be members of the Amenities and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Amenities, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Amenities and/ or the FMC. It is, however, clarified that the Promoter/FMC shall be entitled to grant membership rights to such other person(s), as they may deem fit and the Allottee/s shall not be entitled to object to the same.

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c. The Allottee/s is aware that the Promoter seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Promoter has/shall enter into agreements with various third parties/operators **("Service Providers")** in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI **("FSI Free Constructed Spaces")** by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Allottee/s and the Ultimate Organisation, subject to the following restrictions:

i. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.

ii. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

d. Any external members of such facility shall abide by the security, dress and behavioural guidelines that would apply to the residents of the Project.

e. The Allottee/s is aware that the Promoter is not in the business of or providing services proposed to be provided by the Promoter/ FMC or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.

4. PROPERTY TAXES AND OTHER CHARGES

a. Property Tax, as determined from time to time, shall be borne and paid by the Allottee/s on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Allottee/s on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.

b. The Allottee/s undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

c. In the event of a shortfall between the amount deposited with the Promoter by the purchasers towards Property Tax and the demand raised by the Authorities **("Shortfall Amount")**, the Promoter shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Promoter within 15 (fifteen) days of receipt of intimation from the Promoter, failing which the Allottee/s shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoter shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

d. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation.

e. If the Property Tax demand in respect of the Unit, comes directly in the name of the Allottee/s, the amount paid by the Allottee/s to the Promoter towards Property Tax for the Unit shall be refunded to the Allottee/s within 15 (fifteen) days of the Promoter being informed by the Allottee/s that such demand has been raised along with supporting documentation.

f. The Allottee/s is aware that the Development Charges stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Promoter.

5. BUILDING PROTECTION DEPOSIT

a. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Promoter, the Building Protection Deposit set out in **Fourth Schedule** hereto.

b. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Allottee/s and subject to the possession policy and permissible changes policy of the Promoter.

c. The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Allottee/s shall notify the Promoter about completion of all fit-

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	out or interior works in the said Premises. On receiving this notification, the Promoter representatives/ nominees shall inspect the said Premises, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Allottee/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned. d. In the event any violations are observed by the Promoter's representatives/ nominees then same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Allottee/s fails to do the same, then the Promoter shall get the same rectified at the cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit. e. The Promoter /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the Promoter to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoter/FMC shall raise bills/invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the Ultimate Organisation, at the time same is formed
23	ALLOTTEE COVENANTS c. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the said Premises / Project, the Allottee/s acknowledges and agrees that such connection will be provided by a third-party service provider. As third-party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Promoter shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. d. The Allottee/s shall ensure and cause the Ultimate Organisation to ensure that the Project is painted once every seven (7) years from the Date of Offer of Possession and kept in good and proper condition. e. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Free Sale Wing or the Project and in case any damage is caused to the Project (or any part thereof) or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach. f.The Allottee/s agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Project and/or Ultimate Organisation shall not be changed without the prior written consent of the Promoter. The Allottee/s shall not allow the said Premises to be used for user different from the nature of the user that it is intended for use by the Promoter i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name. The Allottee/s shall ensure that the key common areas of the Project viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession. Not to put any claim in respect of the Excluded Areas including open spaces, any space available for hoardings, gardens attached to other units or terraces. The Allottee/s is aware that certain parts of the

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	Project shall be allocated for exclusive use of certain users/residents. The price of the said Premises has been determined taking this into consideration and the Allottee/s waives his right to raise any dispute in this regard. To pay to the Promoter within seven (7) days of demand by the Promoter its share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Project in which the said Premises is situated. To pay to the Promoter within seven (7) days of demand by the Promoter, his share of HVAC and diesel consumption charges in the said Premises which will be calculated on a pro-rata basis. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the said Premises by the Allottee/s viz., user for any purposes other than for residential or otherwise. In the event, the electric meter of the said Premises has not been installed by the Date of Offer of Possession, the Promoter shall be obliged to provide power supply to the said Premises. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Allottee/s shall pay a fixed monthly sum as set out in the **Sixth Schedule** as provisional electricity charges to the Promoter for providing this supply. The Allottee/s undertakes to make payment in advance of the provisional electricity charges for the first four (4) months from the Date of Offer of Possession. In the event the electric meter of the said Premises is not installed within the aforesaid period of 4 months the Allottee/s agrees and acknowledges that the Promoter shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Allottee/s per the terms of this Agreement. Similarly, in the event that the water supply connection to the said Premises has not been installed by the Date of Offer of Possession, the Promoter shall be obliged to provide water supply to the said Premises and other units in the Project vide water tankers or any other arrangements. The water supply will be in line with the supply generally provided by the MCGM in that area. The Allottee/s shall pay a fixed monthly sum as set out in the Sixth Schedule as provisional water charges to the Promoter for providing this supply. The Allottee/s undertakes to make payment in advance of the provisional water charges for the first four (4) months from the Date of Offer of Possession. In the event the supply is not installed within the aforesaid period of 4 months the Allottee/s agrees and acknowledges that the Promoter shall, deduct such additional provisional water supply charges from the CAM Charges collected from the Allottee/s per the terms of this Agreement. The Allottee/s understands and agrees that the Allottee/s shall not sell, lease, let, sub-let, Transfer, assign or part with Allottee/s rights, title, interest or benefit under this Agreement or part with the possession of the said Premises till such time that the Occupation Certificate is received and all the amounts payable by the Allottee/s are paid in full and the Allottee/s is not in breach of any of the terms and conditions of this Agreement. Any sale/Transfer of the said Premises after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organisation. Any document for sale/Transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the Promoter. The Allottee/s is aware that certain parts of the said Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Allottee/s hereby agrees to not interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard. The Allottee/s agrees and acknowledges that the sample unit constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Promoter under this Agreement. The Allottee/s confirms that this Agreement is the binding arrangement between the Parties and

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overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.

Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Promoter as completed, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises/ Project / said Property and, or, any part thereof to view and examine the state and condition thereof.

The Allottee/s agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Project from impeding, the ability of the Promoter or its representatives to enter into the Project and, or, the said Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Promoter. In case the Allottee/s, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Allottee/s an amount equal to 0.5% (zero point five per cent) of the Consideration Amount for every day that any such breach continues within 15 (fifteen) days from the receipt of a written notice from the Promoter in this regard and the Promoter shall have a lien over the said Premises for such amount till the payment in full.

The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Project shall unequivocally belong to the Promoter till such time that they are sold. The Promoter shall have (and the Allottee/s shall cause the Ultimate Organisation to agree and ratify that the Promoter shall have the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organisation and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organisation and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Allottee/s shall cause the Ultimate Organisation and, or, Federation to issue such consents and, or, permissions forthwith on request. The Promoter shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member, without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold unit/s shall, in any case, deemed to be a member of the Ultimate Organisation.

The Allottee/s agrees and acknowledges that it shall forthwith admit any purchasers of units in the Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(w) and (x), the Allottee/s will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Amount for each month of delay caused.

The Allottee/s hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Promoter shall earmark certain parking spaces for use by such unsold units and the Allottee/s hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.

The Allottee/s is aware that in order to ensure safety of the workmen and the Allottee/s, the Allottee/s shall not be allowed to visit the site during the time that the Project is under construction. The Promoter shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Allottee/s shall be given the opportunity of inspecting the said Premises only after making payment of the Consideration Amount and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto.

Upon and after handover of the management of the Building to the Ultimate Organisation, the

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	Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time. The 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 (FEMA), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder 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 Promoter with such permission, approvals which would enable the Promoter 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 FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Promoter accepts no responsibility/liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Law. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only. The Allottee/s is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the said Premises to the Allottee/s on the premise that the Allottee/s shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Promoter and/or the development. Any allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement. The Allottee/s undertakes to observe all other stipulations and rules which are provided herein in order to enable the wing/Project to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed. The Allottee/s shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Promoter may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby. The Allottee/s is aware, agrees, and acknowledges that the Promoter is and will perpetually be entitled to put hoarding/boards/logo of their brand name (current or as may be revised at any time in the future), in the form of Neon Signs, MS Letters, Vinyl, Sun Boards, acrylic backlit means, or any other means on any and all buildings in the Project (especially the Free Sale Wing) and on the façade, terrace, compound wall or other part of the Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites. The Allottee/s undertakes that he shall raise no objection and shall cause the Ultimate Organisation or Federation to allow such display perpetually and shall allow the Promoter's representatives access to the sites of such displays at all reasonable times. The Allottee/s agrees and confirms that the Promoter has the right to include contiguous / non-contiguous land parcels with the development of the said Land in accordance with applicable law. The Allottee/s confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee/s and has been arrived at having regard to inter alia the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the said Premises, including losses due to brokerage/ marketing spend, delay in receiving money

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	towards the said Premises and the possibility of loss of value of the said Premises on resale, among others. The Allottee/s hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Allottee/s to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Promoter will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure / non-compliance on the part of the Allottee/s. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Promoter for the loss or damage that is suffered / likely to be suffered by the Promoter on account of breach / contravention of the terms of this Agreement by the Allottee/s. The Allottee/s hereby waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein or otherwise contending to the contrary. The Allottee/s hereby represents and warrants that: i. he / she / they / it is / are not prohibited from acquiring the said Premises under any applicable law or otherwise; ii. he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be; iii. no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties; iv. none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.; v. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its 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; vi. no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties; vii. he / she / they has / have not compounded payment with his / her / their / its creditors; viii. he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months; ix. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement; The Allottee/s is/are in a good financial position to pay the Consideration Amount and the milestone linked payments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Sale Price and the milestone linked payments.
31.	**CONFIDENTIALITY** a. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the said Premises and is legally binding on the Parties and shall always be in full force and effect. b. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party. c. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if: i. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or ii. such disclosure is required in connection with any litigation; or iii. such information has entered the public domain other than by a breach of the Agreement.

The Sixth Schedule	Other Charges – Charges toward utility/infrastructure/other charges to be paid on or before the Date of Offer of Possession broken into the following: a. INR__________ toward utility and service connection charges.

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b. INR ___________ toward Ultimate Organisation registration fees.
c. INR ___________ toward legal fees.
d. INR ___________ toward development charges.
e. INR ___________ toward share application money of the Ultimate Organisation.
f. INR ___________ toward corpus fund contribution.

Total Amount: INR ________________________.

Maintenance Related Amounts – Provisional amounts to be paid on or before the Date of Offer of Possession broken into the following:

a. BCAM Charges – INR ____________________ covering 12 months from DOP.
b. FCAM Charges – INR ____________________ covering 12 months from DOP.
c. Property Taxes – INR ____________________ covering 12 months from DOP.

Building Protection Deposit – Undated cheque of INR ______________ which shall be encashed only if there is a violation of guidelines in respect of execution of fit outs / interior works.

In case the electric meter of the said Premises has not been installed by the Date of Offer of Possession, an amount of INR ________________ covering 4 months of provisional electricity supply.

In case the water supply connection to the said Premises has not been installed by the Date of Offer of Possession, an amount of INR ____________ covering 4 months of provisional water supply.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Allottee/s separately immediately upon the same being demanded by the Promoter.

CAM Commencement Date is the day immediately following the Date of Offer of Possession (DOP).

In case of any amendment/updation in RERA "Agreement for Sale", we will update the agreement on RERA portal first.