Declaration

Date:09.05.2025

To
MahaRERA
Mumbai,

Subject: Deviation Report for Agreement for Sale.

Ref: Redevelopment of Daulatrao Desai Nagar CHSL Limited, situated at land admeasuring 1672 square metres or thereabouts bearing C.T.S. No. 833/9 and 833/10 corresponding to Survey No. 141-A of Village Ambivali, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and lying being and situate at Plot bearing No. 145 and 146, Model Town, J. P. Road, Andheri (West), Mumbai - 400 053.

Dear Sir/ Madam,

This is to state that there are no other deviations in the Agreement for Sale for the abovementioned project and the Model form of Sale Agreement as given in Estate (Regulation and Development) Act, 2016 (Rule 10(1) - Annexure "A") other than those given under this Deviation Report.

Deviation Report

RERA Model AFS		PCPL AFS	
Clause No.	Clause	Clause No.	Clause
		Recital CC Additional	Prior to the execution hereof, the Allottee/s has/have demanded from the Promoter and the Promoter has given inspection and furnished to the Allottee/s, copies of all the documents of title relating to the Property, the relevant orders, and the approved plans, NOC, permissions, designs, and specifications prepared by the Promoter's Architects and all other documents as specified under RERA and RERA Rules made thereunder. The Allottee/s is/are completely satisfied with the (i) the nature of the right of the Promoter to develop the Property, (ii) the primary approvals and sanctions obtained / proposed to be obtained from the concerned authorities in respect of the development of the Property / New Building including building plans, floor

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			plan, IOD, CC and modifications therein obtained / to be obtained from time to time, (iii) the nature of the Premises comprised therein as permissible under DCPR 2034, and such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder. The Allottee/s has/have prior to the date hereof, examined the copy of the RERA Certificate and caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Promoter has answered all the requisitions of the Allottee/s to the complete satisfaction of the Allottee/s and the Allottee/s agree/s and undertake/s not to raise any queries and/or objections henceforth with respect to the title of the Promoter herein to the Property. This Agreement is entered into by the Allottee/s after independent scrutiny by the Allottee/s and post the Allottee/s seeking necessary legal advice; **[NOTE: These are factual details that will be disclosed to the Allottee, and they will satisfy themselves with the same prior to execution.]**
		Recital KK Additional	The Allottee/s hereby expressly confirms that he/she/they/it has/have agreed to enter into this Agreement with full knowledge, implication, effect, etc., of various terms and conditions contained in the plans, documents, orders, plan and project including the rights and entitlements available to and reserved by the Promoter as contained in these presents;
1.	Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee	2.1	The Promoter shall develop the Property and construct thereon a New Building i.e., new residential building to be known as **'Vaibhav Vista - Project by PCPL'**, comprising of Stilt + 2 (two) podiums + 12 (twelve) upper habitable floors, which

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	except any alteration or addition required by any Government authorities or due to change in law.		shall consist of 70 (Seventy) residential flats totally in accordance with the plans, designs and specifications as approved by the MCGM from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except in cases of (i) any alteration or addition required by any Government authorities or due to change in law or (ii) any change as contemplated by any of the disclosures already made to the Allottee/s or (iii) any change that does not affect the location and area of the Premises. "Adverse" effect with reference to this clause shall mean the change in location, area and size of the Flat.
1. c	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.	3.1	The Sale Consideration of Rs. _____/- (Rupees _____ Only) ["Sale Consideration"] of the Premises shall be paid by the Allottee/s in the following manner: - **(Kindly refer to the Table I hereunder written)**

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	viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.		
1. c	The Allotee has paid on or before execution of this agreement of this a sum of Rs. ____/- (Rupees _____Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch, having IFS Code _____ situated at _____. In addition to the above bank account, I/ we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account Nos._____ and _____ respectively.	3.2	Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter, a sum of Rs. _____/- (Rupees _____ Only) as and by way earnest money from and out the Sale Consideration payable towards the Premises (the payment and receipt whereof the Promoter do hereby admit and acknowledge of and from the payment thereof and release, discharge, and acquit the Allottee/s absolutely and forever). The cheque / demand draft / pay order / RTGS / NEFT, for the payment of the Sale Consideration shall be drawn by the Allottee/s specifically in the account, the details of which are set out herein below: - Name: PRANAV CONSTRUCTIONS LTD RERA DESIGNATED COLLECTION ACCOUNT FOR DAULATRAO DESAI NAGAR CHSL Account No.:_____ Bank: _____ Branch: _____ IFSC Code: _____ In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account Nos._____ and _____ respectively. The Promoter shall inform the Allottee/s the change in the bank details, if any, of all the account/s as may be agreed between the Promoter and the

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			bank/financial institution, wherein the Allottee/s shall be required to make payment/s and the Allottee/s hereby agrees to make payments to such designated bank account.
		3.4 Additional	Upon completion of each stage of construction linked to the payment by Allottee/s as aforesaid, the Promoter shall intimate in writing to the Allottee/s to make the payment as per the Payment Plan (hereinafter referred to as "**Promoter's Intimation**") within period of 15 (fifteen) days from the date of demand by the Promoter. It is hereby expressly agreed by and between the Parties that time shall be the essence of this Agreement for payment of instalments as aforesaid and for complying with the terms and conditions of this Agreement. The Allottee/s further agree/s and undertake/s to accept and not dispute the Promoter's Intimation for raising a demand of the corresponding instalment of the Sale Consideration and further undertakes to pay the amounts mentioned in the Promoter's Intimation within 15 (fifteen) days of such intimation being sent to the Allottee/s in the separate designated bank account opened by Promoter in that regard as set-out in Clause 3.2 hereinabove. **[Note: While this clause is absent from the Model AFS, this clause merely prescribes the procedure to be followed for payments to be made by the Allottee.]**
		3.5 Additional	The Allottee/s shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961. The Allottee/s shall duly 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

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			to the Allottee/s' failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s. **[NOTE: while this clause is absent in the Model Form AFS, deduction of TDS is a mandatory statutory compliance]**
4.1	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.	3.7	The Sale Consideration or part thereof may, at the specific instruction of the Promoter in that regard, has/ have to be paid by the Allottee/s by way of pay order / cheque / demand draft drawn in favour of the Promoter or if directed by the Promoter, by direct bank transfer / RTGS / NEFT in the designated bank account as specified in clause 3.2 hereinabove. Time as to payment shall be of the essence and the Allottee/s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests on all delayed payments from the due date till the date of payment thereof. The timely payment of each of the instalment/s consideration and other amount/s by the Allottee/s shall be the essence of this Agreement. **[Note: this clause merely prescribes the manner of payment of sale consideration. Further it prescribes the rate at which interest on delayed payments will be charged which is according to the RERA Rules]**
		3.8 Additional	In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Premises, if allotted, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the Sale Consideration on the respective dates and the Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards the Sale Consideration due and

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			payable to the Promoter through an account payee cheque / pay order / demand draft. Any payments made in favour of any other bank accounts other than mentioned hereinabove of this Agreement shall not be treated as payment towards the Premises and shall be construed as a breach on the part of the Allottee/s of the terms and conditions of this Agreement, and the Allottee/s shall forthwith be required to make the necessary payment to the aforesaid accounts. However, payments made in any bank account as instructed by the Promoter in terms of clause 3.2 shall be treated as valid payments towards the Premises. **[Note: Many Allottees take bank funding to pay the sale price and is required by the Bank.]**
1.d	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]	4.1	4.1 The Sale Consideration as also all other amounts as may be due and payable by the Allottee/s under these presents are exclusive of all taxes, levies, duties, cesses, etc. All such taxes, levies, duties, cesses (whether applicable / payable now or become applicable / payable in future) including Goods and Service Tax ("**GST**") and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies, etc., or any other tax/liability on account of this transaction ("**said Taxes**") payable on the Sale Consideration and/or any other amounts payable under this Agreement shall be borne and paid by the Allottee/s alone. The Promoter shall never be liable, responsible and/or required to bear, and/or pay the said Taxes or any part thereof. **[NOTE: Intent of Model AFS is clear that total sale consideration is exclusive of taxes.**

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			This clause merely lists the kinds of taxes that shall be applicable]
		4.2 Additional	Such payments / reimbursements shall also be made by the Allottee/s to the Promoter proportionately along with payments / instalments of the Sale Consideration under Clause 3 hereinabove, within 15 (fifteen) days from the date of the intimation by the Promoter in that behalf.
		4.3 Additional	The Allottee/s do/does hereby further agree/s and undertake/s to indemnify and keep the Promoter indemnified, saved, defended and harmless of, from and against any costs, charges or expenses incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event of default by the Allottee/s in the payment of said Taxes and / or GST and / or further statutory payments, liabilities in respect of the Premises, etc., then (a) the same will be payable along with interest as mentioned in this Agreement; and (b) the Promoter will be entitled to a first charge and lien on the Premises to the extent of such outstanding amounts in respect of the said Taxes including statutory taxes / dues. **[Note: This clause is an indemnity from the Allottee in case of non-payment of taxes and statutory dues.]**
		5 Additional	**CAR PARKING SPACE** For the better and more convenient use and enjoyment of the Flat and at the request of the Allottee/s, the Promoter has hereby granted to the Allottee/s, the right to use the Car Parking Space i.e., ____ (_____) car parking space bearing No. _____, admeasuring _____ square feet having _____ feet length x _____ feet breadth x _____ feet vertical clearance, on surface level / in stack

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			parking system, on Stilt / Podium level ___, in the New Building. The Allottee/s shall use the Car Parking Space only for the purpose of parking the Allottee/s' own vehicle. The Allottee/s acknowledge/s that the Car Parking Space shall be held by the Allottee/s as incidental to the Flat and the Allottee/s shall not be entitled to transfer the use and enjoyment of the Car Parking Space without transfer of the Flat. All unallotted car parking spaces in the said Project shall always be the sole and absolute property of the Promoter which the Promoter can deal with or dispose of as it may deem fit. The Allottee/s is/are aware that other prospective purchasers / allottee/s will also be allotted car parking spaces as is being allotted to the Allottee/s and the Allottee/s unconditionally agree/s to accept the same without any claim, demur and/or protest.
		6. Additional.	**RIGHTS AND ENTITLEMENT OF THE PROMOTER:** 6.1 It is agreed that till the date of receipt of Occupation Certificate in respect of the New Building, the Promoter shall be entitled to load permissible F.S.I. and avail maximum benefit of Transfer of Development Rights / Development Rights Certificate on the Property and Fungible Compensatory F.S.I. with or without premium as may be sanctioned by MCGM for availing the full development potential of the Property or as may be required by the concerned local authority / Government, using such present and future Floor Space Index (FSI) / Transferable Development Rights (TDR) and all the benefits, potentials, yield, advantages, etc., including to use and consume floating rights, etc., on the Property presently available and/ or that

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			may be available in the future for any reason including on account of change in government laws or policies while constructing the New Building under the provisions of DCPR 2034 and as per the rules and regulations prevalent from time to time. The Promoter shall be entitled to, without in any manner affecting the area and location of the Flat and Common Area, Amenities and Facilities as agreed to be provided herein, make such variations and modifications to the building plans and specifications, parking spaces, open spaces, amenities area, recreation areas, garden spaces, varying the access to the New Building as the Promoter may consider necessary for efficacious planning of the Project or otherwise, on account of change in regulations / law / Act, etc., from the concerned authorities and/ or such other FSI / TDR that may be available to the Promoter, without obtaining prior approval of the Allottee/s. However, in the event any law, for the time being in force, requires the Promoter to obtain consent of the purchasers and/or allottee/s in the New Building, then the Allottee/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc., and shall fully co-operate and assist the Promoter in respect thereof. All such additions, alterations, additional floors and/or structures shall be the sole property of the Promoter who shall be solely entitled to sell / allot and / or otherwise deal with the same in the manner as it may desire and deem fit and proper and further that the Promoter shall be entitled to utilize and consume such TDR, F.S.I or any other potential, other rights, benefits to the maximum extent permissible as per the rules and regulations in force at such

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			relevant time. The Allottee/s agree/s, confirm/s and undertake/s not to directly / indirectly claim any amount / compensation, etc., and shall co-operate with and assist the Promoter in respect of what is stated in this clause. 6.2 The Promoter shall be entitled to erect hoardings / boards / logo of its brand name in the form of neon signs, MS letters, vinyl, sun boards in the common areas of the said Project as the Developer with respect to proposed development. 6.4 The Promoter and its surveyors and agents with or without workmen and others shall have an irrevocable, unconditional and unfettered right of access to the New Building and shall be entitled to at all times, to enter into and upon the Premises as also the New Building and the Property or any part thereof, even after the handover of the management and administration of the New Building to the Society, to view and examine the state and conditions thereof for the purposes of maintaining the same in good order and condition.
		7.2 Additional	The Allottee/s agree/s and confirm/s that the Flat and the New Building shall have the specifications and amenities as described in the **Annexure '___'** herein. The Promoter hereby agrees to provide the Common Areas, Amenities and Facilities, in the said Project / New Building as set-out in the Third Schedule hereunder written, and save and except as listed out in the Third Schedule, the Promoter shall not be liable, required and / or obligated to provide any other Common Areas, Amenities and Facilities in the said Project / New Building. It is expressly agreed that the right of the Allottee/s under this Agreement or

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			otherwise shall always be restricted to the Premises more particularly described in the Second Schedule hereunder written along with the right to use the Common Areas, Amenities and Facilities as set-out in the Third Schedule hereunder written, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Sale Consideration and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings, etc., hereof.
		10.4 Additional	The Allottee/s agrees that the Society shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the open areas, Common Areas, Amenities and Facilities of the said Project in such a manner desired by the Society;
		10.5 Additional	It is expressly agreed by the Allottee/s that in the event, if the Promoter desires to amalgamate or merge any particular premises with other premises (adjoining / above / below) into one and/or bifurcate any such premises into more than one unit, then the Promoter shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such amalgamation / merger / bifurcation and as a consequence of such amalgamation, etc., any alterations, changes, additions, etc., takes place in the layout of such concerned premises including the inclusion, etc., of the semi exclusive passage/s and/or other area/s into such concerned premises amalgamated, etc., as above, the Promoter will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s agree/s to consent to the same provided it does not

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			directly affect or prejudice the said Flat herein agreed to be acquired by the Allottee/s;
		10.6 Additional	The Allottee/s and the other persons to whom the flats/units/premises (including the Premises herein) is/are permitted to be transferred to shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter may require for safeguarding the interest of the Promoter and/or the Allottee/s and other premises holders in the said Project.
7.3	Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.	12.3	Immediately on the date of receipt of the Possession Notice and irrespective of whether the Allottee/s has/have taken physical possession of the Premises, the Allottee/s shall be bound and liable to bear and pay all amounts due and payable under this Agreement including the balance Sale Consideration and other amounts under the terms of this Agreement. In addition to the same, the Allottee/s shall be liable to pay all outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs, charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of the Common Areas, Amenities and Facilities and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges and expenses necessary or incidental for maintenance and upkeep of the said Project and/or New Building or any part thereof and other charges and levies of like nature, payable in respect of the said Project and the Premises, to the Society /

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			all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons as applicable. **[Note: This clause is in line with clause 7.1, 7.2 and 7.3 (procedure for taking possession) of the Model AFS. It is merely giving details as to the maintenance and other charges that the Allottee shall be liable to pay from the date of Possession notice.]**
		12.4 Additional	Prior to taking possession of the Premises, the Allottee/s shall inspect all the fixtures and fittings in the Premises. Thereafter, the Allottee/s shall have no claim against the Promoter in respect of any item of work in the Premises which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.
		13.1 Additional	The Allottee/s shall, on or before taking possession of the Premises pay to the Promoter, *inter alia*, the following amounts in addition to the Sale Consideration and all other amount payable by the Allottee/s under this Agreement or otherwise: **[Note: Kindly refer the table II provided hereinbelow]**
		13.2 – 13.4 Additional	13.2 The Promoter shall not be liable, responsible and/or required to render the accounts in respect of the amounts mentioned hereinabove. It is further clarified that the Allottee/s agree/s to pay to the Promoter, such charges, under such heads as the Promoter may indicate. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the monthly dues for electricity, gas and other bills for the Flat and the Allottee/s shall be liable to pay electricity, gas and other bills for

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			the individual meters separately. In the event, the Allottee/s fail/s to pay all the amounts payable under these presents, the Promoter shall not be obliged to handover possession of the Premises. 13.3 The Promoter shall during the period of construction, bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the New Building or the Land on which the New Building stands, non-agricultural assessment and other assessments and/or dues and/or charges of any sort in respect of and/or concerning the New Building or the Land on which the same is standing or in respect of and/or concerning the New Building, till the date of receipt of Possession Notice. From the date of Possession Notice, the Allottee/s shall be liable and responsible for bearing its pro-rata share as per the calculation made by the Promoter and/or the Society. It is clarified that all taxes, dues, cess, outgoings with respect to the Premises from the date of receipt of the Possession Notice shall be borne and paid by the Allottee/s as per the details provided by the Promoter and/or the Society, without any delay and/or demur i.e., immediately on the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet/built up area of the Premises) of outgoings in respect of the Property and the New Building namely local taxes, betterment charges or such other levies, duties, taxes, etc. charged by the concerned local authority and/or Government and shall further become liable to pay water charges, insurance, common light, repairs and salaries of clerks, bill collectors,

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			chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the New Building. The Allottee/s shall pay to the Promoter and / or Society (as the case may be) such proportionate share of outgoings as may be determined. The monthly outgoings payable in respect of the Premises shall be determined by the Promoter and / or the Society (as the case may be). 13.4 The Allottee/s shall pay to the Society a proportionate share of the sinking fund as levied by the Society together with municipal taxes, property taxes and water charges assessed by the MCGM / requisite authorities in respect of the Premises as well as Common Areas, Amenities and Facilities, the New Building and the Land on which the same is standing. Such proportion shall be determined by the Society on the basis of the area of the Flat In addition to the aforesaid, the Allottee/s shall be required to pay the share application money and entrance fees to the Society for becoming a member of the Society. **[Note: These clauses give details of charges and deposits other that the sale consideration payable by the allottees and manner of the payment.]**
		14 Additional	**RIGHTS AND OBLIGATION OF THE PROMOTER: -** 14.2 All the unsold flat(s) / units / premises and rights of unallotted car parking space(s) and the proportionate share in the Common Areas, Amenities and Facilities, by virtue thereof, shall always be the sole and absolute property of the Promoter. The Promoter shall be fully entitled to and be in absolute control of other areas / portions of the New Building until the said areas / portions are

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			handed over to the Society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights and to sell, allot, give on lease, sub-lease, and/or deal with and dispose-off its rights and obligations and/or the New Building and/or all other unsold flats, units, premises, garages and car parking spaces and any other area/portion in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person. **[Note: Although this clause is absent in the Model AFS it is as per the RERA Rules.]** 14.3 The Promoter shall have an option to become a member of the Society in respect of its rights and benefits of the unsold flats, units, premises and car parking spaces or for such rights and benefits which the Promoter is otherwise entitled to in any manner whatsoever in terms of the Development Agreement. If the Promoter transfers, assigns and disposes-off such rights and benefits at any time to anybody, the assignee/transferee and/or the buyers thereof shall, if necessary, become the members of the Society in respect of the said rights and benefits. The Society and / or its Members will not have any objection to admit such assignees or transferees as members of the Society and the Allottee/s hereby give/s his/her/their specific consent to them being admitted. 14.4 The Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the

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			unsold flats / units / premises, car parking spaces, etc., in the New Building even after receipt of the Occupation Certificate. 14.5 The Society shall not issue Share Certificate to any purchaser/allottee/s without obtaining the No-Objection Certificate from the Promoter certifying that the Allottee/s has/have no outstanding/dues pending on any account to be received from the purchaser/allottee/s and remaining unpaid. If the Society issues Share Certificate to any purchaser/allottee/s without adhering to or abiding by the aforesaid condition, then the Society shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/allottee/s to the Promoter. However, nothing contained herein shall curtail the right of the Promoter to initiate action against the Allottee/s, which is available to the Promoter under the law. 14.6 Notwithstanding what is contained in this Agreement, Clause 8.3 is subject to the provision that in the event of the Allottee/s committing default in payment of any of its instalments due and payable under this Agreement and/or balance Sale Consideration (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) under this Agreement, the Promoter at its sole discretion shall be entitled to extend a period of 30 (thirty) days or more to make the necessary payment to the Promoter and on Allottee/s failing to rectify the breach or breaches and making due payment, within the stipulated period, the Promoter shall at its own option and discretion

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			terminate this Agreement by issuing a termination notice in writing to the Allottee/s and upon such termination, the Promoter shall identify a new allottee/s/purchaser/s to whom the Purchaser shall sell and transfer the Premises alternatively the Allottee/s in need of urgent funds/monies may also refer such new allottee/s/purchaser/s to the Promoter, which shall also require Promoter's approval, and only upon resale and transfer of the Premises to new allottee/s/purchaser/s and on receipt of the sale price agreed thereon, the Promoter shall after adjusting the pre-estimated liquidated damages as agreed herein, brokerage/referral fees, administrative charges and all the deductions and charges as determined by the Promoter along with interest rate payable as under this Agreement, also exclusive of any indirect taxes, stamp duty and registration charges, refund to the Allottee/s, the balance amount, if any, of the paid-up Sale Consideration. Further, upon the receipt of the notice of termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Premises and the Promoter shall be entitled to deal with and/or dispose-off the Premises in the manner it deems fit and proper.
		16	**REPRESENTATIONS, WARRANTIES AND COVENANTS OF ALLOTTEE/S:**
		16.2 Additional	Not to do or suffer to be done anything in or to the New Building, the Flat, the said Project or any part thereof which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the New Building or to the Premises or any part thereof and to maintain the

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			Premises, at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is/are called upon to take possession of the Premises in the manner mentioned herein. In the event of the Allottee/s committing any act in contravention of this provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities;
		16.3 Additional	The Allottee/s hereby records, declares, confirms, agrees and undertakes to indemnify and perpetually keep indemnified Municipal Corporation of Greater Mumbai (MCGM) / Brihanmumbai Municipal Corporation (BMC) its officers and the Promoter that (a) that the New Building is deficient in open space and MCGM/ BMC will not be held liable for the same in future; (b) that the Allottee/s agree that he/she/they has/have no objection for the neighbourhood development with deficient open space / maneuvering space in future.;
		16.4 Additional	To segregate dry and wet garbage from the Flat. The Allottee/s along with all the other allottee/s of the various premises in the New Building and the Members of the Society shall cause the Society to treat the wet garbage from all the flat/s in the New Building as per the applicable laws;
		16.5 Additional	Not to the remove, damage, conceal and/or change the location of any fire safety instruments or provisions, such as sprinklers, non-combustible false ceiling, fire resistant doors, water pipelines, etc., if any provided by the Promoter, in the said Flat and/or the common areas of the Building and/or the said Land and to abide by all the fire safety rules and regulations as set out in the no objection

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			certificates, consents and/or otherwise as required under the applicable laws that may be force from time to time in respect of the New Building/Project.
		16.7 Additional	Not to change the user of the Flat and/or the Car Parking Space and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces (including the Car Parking Space) and/or refuge areas;
		16.9 Additional	It is clarified and expressly agreed that the Allottee/s shall not make any structural alterations and/or any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water and/or convert any dry area in the Flat into wet area. If any of such works are carried out, the defect liability shall automatically become void. Further, the Allottee/s shall be entitled to defect rectification or compensation in terms of this Agreement only if he/she/it/they or the Society has/have not carried out any structural or other unauthorized changes and/or any works/additions in the Flat and/or in the New Building and/or said Project. It is however expressly agreed that if any defect is caused due to negligence / misuse or any omission or commission arising as result of structural or other unauthorized changes by the Allottee/s or any of the other neighbouring allottee/s in their respective premises / Flat and/or the New Building and/or the said Project or any third party other than the Promoter, then the Promoter shall not be liable for such repairs / losses / damages incurred and

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			suffered by the Allottee/s herein or by adjoining/neighbouring allottees, occupying premises either above, below or adjacent to the Premises or as the case may be. The word '**defects**' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the Flat by the Allottee/s / authorized occupants / vagaries of nature. The Allottee/s has/have been made aware and agrees that the regular wear and tear of the Flat and the New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
		16.11 Additional	Not to make any alteration in the elevation, outside colour scheme of paint, and glass of the New Building and not to cover/enclose the planters and service ducts or any of the projections from the Flat or within the Flat. The Allottee/s shall further not put grill or shift windows which would affect the elevation of the New Building. The Allottee/s shall also not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Flat without the prior written permission of the Promoter or the Society for the New Building nor do and/or cause to do any hammering for whatsoever use on the external/dead walls of the New Building or do any act to affect the utilisation of the full development potential in the manner mentioned herein;
		16.12 Additional	Not to install a window Air-conditioner on places, other than the designated place

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			provided by the Promoter for the same. If found that the Allottee/s has/have affixed a window air conditioner on places, other than the designated place provided by the Promoter, then the Allottee/s shall be required to remove the same upon being called upon by the Promoter and/or the Society (as the case may be);
		16.13 Additional	The Allottee/s shall not dry clothes in any area visible on the outside of the Flat. The Allottee/s shall not do any act that spoils the external elevation of the New Building in which the Flat is situated;
		16.15 Additional	Pay to the Promoter within (15) fifteen days of demand by the Promoter upon receipt of Occupation Certificate and before handover to possession, his share of possession charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the New Building in which the Premises is situated;
		16.18	Not to delay/default in payment of the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority and/or the Society for the New Building from time to time;
14. ix	The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.	16.19	Not to transfer or assign the Allottee/s' right, interest or benefit under this Agreement and/or let, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the Premises until (i) all the payments whether due or not but payable by the Allottee/s to the Promoter under this Agreement or otherwise under any law are fully paid up and (ii) only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and

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			conditions of this Agreement and (iii) subject to the Allottee/s having obtained the prior written permission of the Promoter and/or the Society for the New Building as the case may be, along with payment of the charges as may be levied for the proposed transfer/dealing with the Premises and also (iv) on the intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of the Promoter and/or Society for the New Building and upon such terms and conditions as stipulated by them (or either of them), as the case may be. The Allottee/s if desire/s to sell, assign, transfer, gift, release, relinquish the Premises, shall apply in writing to the Promoter or the Society (as the case may be) seeking its prior written consent along with the copy of No Dues Certificate and thereupon the Promoter or the Society (as the case may be) may grant its NOC for transfer subject to compliance of certain terms, conditions and payment of charges and the Allottee/s having not committed any breach of any of the terms of this Agreement. The Allottee/s hereby understand/s and agrees/ that the GST shall not be refundable by the Promoter in the event that the Allottee/s were to transfer the rights in the Premises during the construction period;
		16.21 Additional	Shall not at any time cause or permit any public or private nuisance or to use a loud speaker, etc., in or upon the Premises, the New Building or the said Project or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants of the New Building being constructed and/or proposed to be

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			constructed on the Land and/or to the Promoter;
		16.22 Additional	Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the New Building and/or the Property nor litter or permit any littering in the Common Areas and at the Allottee/s' own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated by the Allottee/s to the requirement and satisfaction of the Promoter and/or the Society and/or relevant government and statutory authorities;
		16.23 Additional	Shall neither by himself/herself/themselves or any person claiming by/ through/ from the Allottee/s do anything which may or is likely to endanger or damage the New Building or any part thereof, the Common Areas, and/or the said Project and/or the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the New Building and/or the Common Areas. 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 said Project;
		16.24 Additional	Shall not display at any place in the New Building and/or the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building and/or in the Common Areas or in any other place on the Property and/or on the

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			window, doors and corridors in the New Building;
		16.25 Additional	Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building and/or the exterior wall of the Flat 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 save and except the nameplate of the Allottee/s outside the Flat in such places only as shall have been previously approved in writing by the Promoter and/or the Society in accordance with and in such manner, position and standard design laid down in that regard;
		16.26 Additional	Not to use the open places, terrace, stilt (if any) in the New Building or compound or Common Areas for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;
		16.27 Additional	Not to park at any other place and shall park all vehicles in the Car Parking Space, the location whereof shall be notified in writing to the Allottee/s by the Promoter before the Possession Date, and which shall be subsequently ratified by the Society;
		16.30 Additional	Shall not do or permit or suffer to be done anything in or upon the Flat or any part of the New Building which is or may, or which in the opinion of the Society is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats or the neighbourhood. Provided always that the Promoter and/or the Society for the New

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			Building shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the premises of the New Building and/or occupants of the buildings being constructed or to be constructed on the Land;
		16.31 Additional	The Allottee/s is/are aware that animal slaughter is not permitted in the said Project and the Allottee/s agree/s and undertake/s not to indulge in such activity;
		16.32 Additional	Shall never in any manner enclose any flower beds/pocket terrace/s 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 Flat/Unit and shall keep such areas unenclosed at all times;
		16.30 Additional	These covenants shall be binding and operative even after the handing over the management and administration of the New Building to the Society; and
17	After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].	17.1 and 17.3	**MORTGAGE AND CHARGE:** 17.1 The Promoter has availed project finance from _____ vide Indenture of Mortgage dated _____, for development of the Property including construction of the New Building in which the Flat is situated. As a security, for the payment, the Promoter has mortgaged in favour of _____, Promoter's entitlement as set out in the Mortgage Deed dated ____, in accordance with the Development Agreement dated 12th June 2024. The Promoter reserves the right to take additional loans/project finance by creating security against the development rights and/or the Developer's Entitlement / Sale Components in accordance with the Development Agreement. The Allottee/s

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			undertakes to comply with his/her/their obligations as set-out in this present Agreement in a time bound manner and make timely payment of all instalments of the Sale Consideration. The Promoter has obtained the requisite No-Objection Certificate ("**NOC**") dated _____, from _____ which is annexed hereto as **Annexure** "___" herein. The Allottee/s has/ have perused the said NOC issued by the _____ and has/have understood and accepted the terms and conditions thereof to the satisfaction of the Allottee/s. The Promoter hereby agrees and undertakes to and shall ensure that under no circumstances shall the right of the Allottee/s to the Flat be compromised, if the Allottee/s is/are making timely payment of the instalments in the manner as set-out in this Agreement. The Allottee/s consent/s / acknowledges / approves and is/are aware of the Promoter availing/having availed such loan and/or financial assistance on such terms and conditions as the Promoter may deem fit and proper, without however the Allottee/s being responsible in any manner for repayment of loan along-with interest and/or incurring liability of any manner whatsoever, finalized or otherwise. 17.3 Notwithstanding anything contrary to any of the clauses contained herein in this Agreement or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter), as also permissions / no objections for mortgaging the Premises or creating any charge or lien of or on the Premises, the Promoter shall have first and exclusive charge on the Premises and

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			all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount/s due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
		18 Additional	**The Allottee/s further represent/s and warrant/s that:** i. He/she/it/they is/are aware of all the terms and conditions on which the permissions issued in respect of the New Building are granted and further agree/s and undertake/s to abide by the same even after being admitted as a member of the Society. ii. He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up, as the case may be. iii. No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties; iv. None of his/her/their 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 in India (either Central, State or Local) and/or from 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/it/them. vi. No execution or other similar process is issued and/or levied against him/her/it/them and/or

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			against any of his/her/their assets and properties. vii. He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind. viii. He/she/they has/have not compounded payment with his/her/their/its creditors. ix. He/she/they/it shall obtain with prior written consent of the Promoter, financial assistance and may for that purpose create charge/ mortgage/ lien or encumbrance over the Premises with financial institution providing the Allottee/s financial assistance for purchasing the Premises. x. He/she/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. xi. He/she/they/it is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws.
		19.3 Additional	The Allottee/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, demands, notices, claims, actions, proceedings damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying / performing his/her/their/its obligations under this Agreement.
		19.4 Additional	Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the Agreement or any forbearance or giving of time to the Allottee/s by the

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			Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement and shall not in any manner prejudice the rights of the Promoter.
		19.11 Additional	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent allottee/s of the Premises, in case of transfer, as the said obligation go along with the Premises for all intents and purpose.

THE THIRD SCHEDULE ABOVE REFERRED TO:

C	Facilities/amenities provided /to be provided within the Layout and/or common area					
	Type of facilities/amenities provided	Phase name/number	Proposed date of Occupancy Certificate	Proposed date of handing over to the Society/common organization	Size/area of the facilities/amenities	FSI utilized or free of FSI
i						
ii						
iii						
iv						

[NOTE: As per MahaRERA Order & Circular 60/2024 dated 03.09.2024, bearing ref. no. MahaRERA/ Secy/ File No.27/674/2024, Promoter is required to provide details of nature extent and description of common areas and facilities, in the format as provided in the said Order & Circular 60/2024. The details as per Table C of Order & Circular 60/2024, (shown hereinabove in the yellow highlight) is not being provided in PCPL's Agreement for Sale, as the present redevelopment project is not a Layout project, therefore, Table C shall not be applicable.]

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Table I

Sr. No.	Particulars	Percentage(%)	Amount (in Rupees)
1	On Booking	9%	
2	On Procurement of Commencement Certificate	11%	
3	On Completion of Plinth	20%	
4	On Completion of 1st Slab	3%	
5	On Completion of 2nd Slab	3%	
6	On Completion of 3rd Slab	3%	
7	On Completion of 4th Slab	3%	
8	On Completion of 5th Slab	3%	
9	On Completion of 6th Slab	3%	
10	On Completion of 7th Slab	3%	
11	On Completion of 8th Slab	3%	
12	On Completion of 9th Slab	3%	
13	On Completion of 10th Slab	3%	
14	On Completion of 11th Slab	3%	
15	On Completion of 12th Slab	3%	
16	On Completion of 13th Slab	3%	
17	On Completion of 14th Slab	3%	
18	On Completion of 15th Slab	3%	
19	On Completion of Internal Plaster	5%	
20	On Completion of External Plaster	5%	
21	On Procurement of Occupation Certificate	5%	
TOTAL		100%	

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Table II

Particulars	Amount (Rs.)
(i) Legal Charges	
(ii) Electricity connection charges	
(iii) MGL connection charges	
(iv) Water connection charges	
(v) Development Charges	
Total:	

For **Pranav Constructions Limited**
(formerly known as Pranav Constructions Private Limited)

Pranav Constructions Limited Mumbai

Mr. Pranav Kiran Ashar
Managing Director

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