



To,

Date : 04.05.2023

Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, E - Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

Subject - Deviation Report with reference to Agreement to Sale

Respected Sir / Madam,

We, **M/s. Nirman Developers**, having its office at 205, Citi Center, Karve Road, Pune 411004, are developing a residential project called "**Nirman Adi**" Situated at CTS No. 2109, Final Plot No.77, Sub Plot No. 41, S. No. 209/4, Yerawada, Pune 411006, hereby declare that there are deviations in the Agreement to Sale Format provided by us to MahaRERA.

The deviations are as follows :-

Para 3 :

| No | Payment to be made by the Allottee | % of Sale Consideration and Due Amount |
|----|---|--|
| 1 | Advance payment / Application fee | 10% equivalent to Rs. _____/- |
| 2 | After the execution of Agreement. | 20% equivalent to Rs. _____/- |
| 3 | On completion of Plinth. | 15% equivalent to Rs. _____/- |
| 4 | On Completion of First Slab | 10% equivalent to Rs. _____/- |
| 5 | On Completion of Fourth Slab | 10% equivalent to Rs. _____/- |
| 6 | On Completion of Eighth Slab | 5% equivalent to Rs. _____/- |
| 7 | On Completion of walls & internal plaster of the said flat. | 5% equivalent to Rs. _____/- |
| 8 | On Completion of waterproofing & plumbing of the said flat. | 5% equivalent to Rs. _____/- |

Nirman Developers

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| | | |
|----|--|--|
| 9 | On Completion of pumps & lift of the said flat. | 10% equivalent to Rs. ____/- |
| 10 | On Completion of Sanitary fittings up to the floor level. | 5% equivalent to Rs. ____/- |
| 11 | At the time of handing over of the possession of the said flat | 5% equivalent to Rs. ____/- |
| | Total | 100% equivalent to Rs. ____/- |

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove payment plan and demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

The Allottee/s as per ____ Schedule has/have paid on or before execution of this Agreement a sum of Rs. ____/- (Rupees _____ Only) and has to pay balance consideration of Rs. ____/- (Rupees _____ Only).

The Allottee/s shall pay all the amounts due and payable by the Allottee/s to the Promoter under the terms of this Agreement in Escrow account details of which are mentioned hereunder:

Account Name: _____
(A/c name as per Bank records)

Account No.:

Bank Name : _____

Branch Name: _____, Pune

IFSC Code: _____

MICR Code: _____ (Optional)

Para 4(ii) :

If at any time, after execution of this agreement, any tax/duty/charges/ premium/cess/surcharge/betterment tax / or any such tax penalties etc, by whatever name called, is or are levied or recovered or becomes payable under any statute/rule/regulation/ notification/order/in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Flat / Unit or the said agreement or the transaction herein, shall exclusively be borne and paid by the Purchasers. The Purchasers hereby, indemnifies the



Promoter and the Allottees's organization from all such levies, cost and consequences. The Purchasers shall pay the amount of GST as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of GST as may be directed by the Promoter. The Purchasers shall not be entitled to possession of the said Flat / Unit, unless he pays such amount of GST.

Para 10 :

It is expressly agreed that the said Unit shall contain the specifications, fixtures, fittings and amenities to be provided by the Promoter in the said Unit are those that are set out in Annexure " _ " hereto (hereinafter referred to as "the said Specifications and Internal Amenities of the flat.") And the Allottee/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter. If any changes as aforesaid become necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

Para 12 :

....The Allottee agrees that the Promoter is entitled for utilization of all the balance FSI and /or TDR available on the said Property to its optimum potential as may be permissible under current and future rules and regulations laid down for development and construction by getting plans revised/amalgamated.

Further the said Allottee have no problems or objections relating to the promoter utilizing/ disposing the unutilized balance entire FSI and/ or TDR and future potential FSI in terms of the revised, amalgamated plans, post the procurement of all the necessary consents and approvals from all the concerned authorities.

Para 15 :

In the event, the Allottee/s desire/s to cancel the said Unit then in that event 02 % of the consideration paid/payable by the Allottee/s in respect of the said Unit shall stand forfeited and the Allottee/s shall not be entitled to such portion of the consideration paid/payable by him/her/them to the Promoter. It is further agreed that in such circumstances the Allottee/s shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Allottee/s booked the said Unit and the rate prevailing at the time of cancellation by the Allottee/s of the said Unit and/or by the Promoter. The Allottee/s shall also have to bear and pay to the Promoter at the time of such cancellation, the brokerage charges (if the said Unit is purchased through a Real Estate Agent/Broker) which brokerage shall have been already paid

by the Promoter to such Real Estate Agent/Broker. The Allottee/s will also be liable to pay interest on any defaulted payment as per the terms, herein contained at the time of making refund when the Allottee/s has/have expressed his/her/their desire to cancel this Agreement. It is agreed by and between the parties that all above referred amounts due and payable by the Allottee/s shall be deducted from the amount received by the Promoter from the Allottee/s.

Para 16 :

If the Allottee/s in order to augment the resources in his/her/their hand/s for the purpose of payment of consideration to the Promoter under this Agreement, seeks a loan from Financial Institution, Banks or other Institutions against the security of the said Unit subject to the consent and approval of the Promoter, then in that event the Allottee/s committing default of the payment of the installments of the consideration amount and in the event of the Promoter exercising their rights to terminate this Agreement, the Allottee/s shall and the Allottee/s further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Financial Institution, Banks etc. stating that the Allottee/s has/have cleared mortgage debt. On receipt of such letter from the Financial Institutions, Banks etc. the Allottee/s shall be entitled to directly receive the amount so paid by him/her/them to the Promoter towards the said Unit. However, the Promoter shall also be entitled to directly pay the amount payable to the Financial Institution, Banks or to their Employers or other such institutions who have made payments on behalf of the Allottee/s towards the said Unit (paid by him/her/them to the Promoter towards the consideration amount) to the extent so as to clear the mortgage debt from such Banks, Financial Institutions, etc. and the Allottee/s be entitled to the refund if the balance amounts standing credited to the account of the Allottee/s with the Promoter towards the said Unit. Notwithstanding what is stated hereinabove it shall ALWAYS be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such Financial Institutions, Banks or such other Institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contentions in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Allottee/s has/have applied for loan to such Financial Institution, Banks, his employers or such other Institutions and that the same is under process of disbursement or that the said loan application of the Allottee/s is rejected.

Para 18 :

... The Purchasers agree(s) to pay the maintenance charges as determined by the Promoter or society, as the case may be from date of intimation that the said Flat / Unit is ready for use.

(ii) Before taking possession of the Flat / Unit, the Purchasers shall take thorough inspection of the Flat / Unit, and in case he finds any defect or fault, he shall bring it to the notice of the Promoter, in writing. The Promoter shall cure such defect within 15 days of the written intimation by the Purchasers. The period needed for rectification shall not be considered as



delay in handing over the possession. The Purchasers shall not be entitled to raise any claim or complaint once possession of the Flat / Unit is received by him/her.

Para 21 :

Provided further that the Allottee/s/ buyer/s / assignee / transferee / mortgagee / tenant / occupant shall not tamper with or carry out any alterations of whatsoever nature in the said Unit. It is further agreed that the Allottee/s / buyer / s / assignee / transferee / mortgagee / tenant / occupant shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. If the unit Allottee/s makes any changes / alterations or cause leakage or other structural damages during this period which affects the said unit or any other unit in the building directly or indirectly, the same shall be the responsibility of the Allottees/s and the Promoter shall not be then liable for such defect liability as contemplated in these presents and further the Allottees/s shall be liable to the other unit Allottees whose units have been damaged due to such changes, alterations, leakages, etc. together with cost, interest and damages.

Provided further that, in case of repairs and/or replace of any fixture including tiles, electrical fittings etc. the Promoter / Promoter shall not be under obligation to provide the same fittings as was provided with the flat/ unit/tenement at the time of possession.

The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of flat/unit by the occupants. The Allottee/s has been made aware and that the Allottee expressly agrees that the regular wear and tear does not include minor hairline cracks on the external and internal walls excluding the RCC structures which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Para 24 :

The amounts so paid by the Purchasers the Promoter shall not carry any interest and remain with the Promoter till the accounts and maintenance is handed over to the society. At the time of handing over of the accounts to the Society the Promoter shall also entrust the balance remaining amount received from the Purchasers till then. However if the amounts so collected get over before the end of two years, the Purchasers shall either pay additional sums for the maintenance charges as may be called upon by the Promoter or the society shall take over the maintenance and management of the project. It is specifically agreed between the parties that, whenever the Promoter handover the maintenance and the day to day management of the project to society, the society shall be bound to take over the management of the and the maintenance of the project.

Further it is specifically agreed between the Parties that even if the Completion/occupancy certificate is obtained for all the units, the Promoter/ Promoter will not be liable or required to



contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flats. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

The Purchasers will pay a sum of **Rs. 2,00,000/-** towards his share of the maintenance corpus of the Society to the promoter, which shall then be paid by promoter to the society.

Para 24 (b) :

The maintenance amount / outgoing charges mentioned above, shall include only following items:

- i. Housekeeping and cleanliness
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, Heat Pump, Irrigation System, intercom, Mechanical Parkings iii) Running cost of all the equipment's and instruments above (except the cost of electricity generator supply to individual Flat / Unit , which would be payable by the Purchasers thereof in equal share together with other Purchasers in the concerned building).
- iii. Common electricity bills for common area of building and common areas of the Society
- iv. Security charges
- v. Salary of the property manager,
- vi. Gardening charges
- vii. Running expenses for any amenities and equipment's thereof
- viii. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix. Non agricultural taxes and any other similar taxes
- x. Pest control expenses
- xi. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xii. Elevator repairs & maintenance contracts along with lift inspection charges.
- xiii. Firefighting certification,

- xiv. Supply of water,
- xv. Operational and electricity charges for the sewage treatment plant for the Society
- xvi. Environment clearance fees
- xvii. Garbage Chute

It is agreed between the parties that the said maintenance amount/Outgoing charges mentioned above, shall not include the items mentioned below, and the Purchasers and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Purchasers.

- i. Society and managing committee administration,
- ii. Insurance for building/ Flat / Unit / Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
- iii. Sinking fund etc.
- iv. Property taxes of individual building/ Flat / Unit / Apartments and common amenities etc.
- v. Any other taxes, levies, cess etc. of the property,
- vi. Any other statutory charges,
- vii. Repairs of the building for leakages, seepage to the property or any part thereof.
- viii. Wear and tear charges
- ix. Expenses of water as may be required to be purchased from private sources and all other related expenses.

The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the project. The Promoter shall cause maintenance of the building till handing over responsibility of the same to the Adi Co-operative Hsg. Society. The society shall also cause maintenance of the common areas and amenities at their own cost. The Promoter shall not be responsible for the maintenance or the failure in maintenance of the common areas and amenities, in case any Purchasers fails to pay the maintenance charges.

(c) The Purchasers has understood the entire scheme of maintenance in detail. The Purchasers admits and agrees to the same, so that the maintenance of the entire building is not hampered in any way due to lack of or non payment by the Purchasers.

(d) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such contribution from the Purchasers, provided the decision to that effects duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Purchasers.

(e) The society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Purchasers, without prejudice to the other rights and powers of the organization.

(f) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Purchasers after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchasers shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society, as the case may be.

(g) The entire operations and maintenance of the building and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Purchasers and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Purchasers shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2 %per month. Outstanding amount shall remain as a charge on the said Flat / Unit.

Para 25 :

The Allottee/s state that it is in his/her/their interest to help the Maintenance Agency / anybody as may be authorized in effectively keeping the Flat/s and the said Building / Property secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency / anybody as may be authorized shall be at liberty to enforce a framework of guidelines to be followed and observed by the Occupants/Visitors to the said Building. However, it has been made clear to the Allottee/s that the entire internal Security of the said Premises shall be sole responsibility of the Owner/Allottee/Occupant only and the Promoter or the Maintenance Agency / anybody as may be authorized shall not be responsible for any theft, loss or damage suffered by the Owner / Allottee/Occupant.

Para 28 :

It is further agreed by and between the parties hereto that:

- A. The Promoter shall reserve the Car Parking Spaces in Stilt/Covered/Basement or any other place earmarked for Parking of Cars / two wheelers or any of them for exclusive use of the promoter.
- B. The Promoter shall observe perform and comply with all the terms and conditions stipulations and restrictions imposed by the PMC, Collector, or concerned local authorities



at the time of sanctioning the Building Plans and thereafter in the matter of construction of the said Building, and shall before handing over possession of the said Unit to the Allottee/s obtain from the PMC, PMRDA or Collector or concerned local authorities the Occupancy and/or Completion Certificate in respect of the said construction.

Para 31 :

PURCHASERS'S AGREES AND CONFIRMS THAT:

- (a) The Promoter herein has made full and true disclosures to the Purchasers as to the title of the Promoter in respect of the project Land and TDR / Paid FSI / Incentive FSI / Premium FSI (if any) as well as the encumbrances, if any, known to the Promoter.
- (b) It is hereby declared that, sanctioned building plan for building are marked as **Annexure - D**.
- (c) The Promoter herein has also called upon the Purchasers to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/her own advocate.
- (d) As required by the Purchasers the Promoter herein has given all information to the Purchasers herein and he/she has acquainted himself/herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.
- (e) The Promoter herein has specifically informed the Purchasers and the Purchasers herein is also well aware that the Promoter herein is constructing the building under the name "**Nirman Adi**" on the project land with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchasers or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the afore said homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Purchasers herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to all Stand sell the said Flat / Unit to the Purchasers herein on owner ship basis, subject to the terms and condition of this agreement.
- (f) The Purchasers herein declares that in "**Nirman Adi**" project, the Promoter herein are providing amenities which have to be operated/used by the persons in the society with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid misuse, injuries and casualties/calamities and any damages of



what so ever nature caused to any person or property and for which the Promoter will not be responsible.

(g) The Promoter has a right to install at the top of the overhead tank of building/s or at any other appropriate place, neon sign of the project name "**Nirman Adi**" and the electricity required for such neon sign shall be drawn from the common electricity meters.

(h) The Purchasers herein admits and agrees that the Promoter herein is entitled to represent the Purchasers and on behalf of the Purchasers give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Flat / Unit, building in the Project '**Nirman Adi**' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL and decisions taken/compliance made by the Promoter in this regard shall be binding on the Purchasers herein, and whatever acts done by the Promoter on behalf of the Purchasers shall stand ratified and confirmed by the Purchasers.

(i) The Purchasers is aware that water supply pipes, drainage pipes and rainwater pipes, may pass through the dry balcony, balcony and terrace of the said Flat / Unit. The Purchasers shall not raise any objection for the same on any ground whatsoever at any time in future.

(j) The Purchasers is aware and the Purchasers agrees and confirms that the Promoter shall be installing a MDU (common dish antenna) of any one provider of their choice. In case the Purchasers wishes to avail services of any other provider, the Purchasers shall install MDU of provider of their choice at their own cost. The Purchasers shall not be permitted to install individual dish antenna.

(k) In case of any disputes or complaints the Flat Purchasers or their body shall not be entitled to express any such issues or their displeasures through or by means of any banners, hoardings, advertisements, etc. or through any social or electronic or paper media. In case of any such action on part of the Flat Purchasers or their body, the Promoter shall be entitled to claim penalty / damages of Rs. 10,000/- per day per person against all or any defaulting person/s till such act continues. This remedy for the Promoter shall be in addition to other available remedies. However, the Flat Purchasers or their body shall be free to pursue legal remedies in case of any such issues.

(l) The Purchasers agrees and confirms that the specifications of the 12 flats allotted to the existing members of the society and the specifications of the flat allotted to the Purchasers may vary or different. The Purchasers shall not raise any objection or claim with respect to the same

Para 32 :

It is agreed by the Parties herein after completion of construction, Promoter shall pay the maintenance charges for unsold flats, after a period of 12 Months after the date of issue of completion certificate from PMC.

Para 33 :

The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Flat therein to the Purchasers of such premises and the Purchasers herein shall have no right to object to the same and will not object to the same and the Purchasers hereby give/s his/her/their specific consent to the same. If the Purchasers take/s possession of Flat in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchasers, the Purchasers shall not protest, object to or obstruct the execution of such work nor the Purchasers shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

Para 34 :

The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement. The costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchasers as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by proportionately by all the Purchasers of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchasers shall be paid by him/her/it/them immediately on demand.

Para 35 :

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchasers by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the rights of the Promoter.

Para 36 :

It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided by the promoter.

Para 37 :

(a) It is also understood and agreed by and between the parties here to that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas



facility attached to the concerned Flat / Unit, any garden area, any open space, parking space, lobby, staircase landing, terrace, to any concerned Flat / Unit Purchasers and the same shall belong exclusively to such Flat / Unit Purchasers, and the such Flat / Unit Purchasers shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Flat / Unit Purchasers in the building.

The Purchasers has here by irrevocably granted and shall be deemed always to have granted his/her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Flat / Unit.

(b) All payments agreed to herein and otherwise required to be made by the Purchasers otherwise, shall always be The ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Purchasers.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat / Unit or of the said Land and the building or any part thereof. The Purchasers shall have no claim save and except in respect of the said Flat / Unit hereby agreed to be sold to the Purchasers, and open spaces, parkings, lobbies etcetera, will remain the property of the Promoter until the said building save and except any part reserved by the Promoter, is transferred to the Purchasers or the said society. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space etc, to any Purchasers for which the Purchasers hereby grants and is always deemed to have granted the consent.

(d) Any delay tolerated or in diligence shown by the Promoter in enforcing the terms of this agreement or any for bearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchasers nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Purchasers shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assignor in anyway encumber or deal with or dispose of the said Flat / Unit, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Purchasers shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter in to the said Flat / Unit or any part thereof and to make good any defects found in respect of the said Flat / Unit or the entire building or any part thereof.

(g) The Members / Purchasers agrees and confirms that the Promoter is going to provide mechanical puzzle parking under stilt. The running costs, maintenance, AMC of such puzzle parking shall be the responsibility of the society of flat owners. The number of parking's in any particular bay will vary as per design. The parking allotted to each flat owner will not have any specific number, the Flat Purchasers will have right to car parking in a specific bay, as the same is mechanized.

Para 41 :

The said Unit is intended and shall be used for residential purposes only and the Allottee/s shall not use the said Unit or any part or portion thereof for any other purposes whatsoever. The Allottee/s shall use the Parking Space, if any allotted to him/her/them only for purpose of keeping or parking the Allottee/s own vehicle and for no other purpose. The Allottee/s shall not use the said Unit for any other purpose, which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring Unit or for any illegal or immoral purposes.

Para 42 :

In case the Allottee/s gives the said Unit on Leave and License basis or on any other basis, subject to the condition of this agreement and if on that account the authority or any other authority charges or levies taxes at an increased rate the Allottee/s hereby agree/s to pay such increased taxes in respect of the said Unit. In case the Allottee/s fail/s to pay such increased taxes, the Allottee/s shall alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment.

Para 43 :

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

Para 44 :

Under no circumstances the possession of the said Unit will be given to the Allottee/s unless and until all payments required to be made under this Agreement by the Allottee/s has/have been made in full.

Para 45 :

The Development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said Property and/or Building, shall be borne and paid by the Allottee/s along with all the Allottee/s of Flats in the building in proportion to the carpet area of their respective Unit.



Para 46 :

The Allottee/s and/or the Promoter shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoter and/or the Society may require for safe-guarding the interest of the Promoter and/or the Allottee/s and the subsequent Allottee/s of the said Unit in the said Building.

Para 47 :

The Promoter shall become the Member of the Society in respect of unsold units. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody the Assignee / Transferee shall become the Member of the Society in respect of the said rights and benefits. The Allottee/s will not have any objection to admit such assignee or transferee as the Member/s of the Society. It is also clarified that the Society shall not charge any Transfer Fee or Premium from the said Assignee/Transferee of the Promoter and would also not require to obtain any No Objection Certificate ('NOC') from the Society for such Sale and/or Transfer of the Promoter Flat. The Promoter being admitted as the Member of the Society, the Society shall not charge any Maintenance from the Promoter and as such the said Flat being held by the Promoter shall be Maintenance Free till the time the Promoter Sells or Disposes off the same.

Para 48 :

The Allottee/s is/are aware that the it is the primary responsibility of the allottee / s to pay the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property and in case the promoter pays such amount for and on behalf of the Allottee/s of the Flats then it shall be the paramount responsibility and obligation of the Allottee/s to repay all the outgoing regularly back to the promoter. In the event of the default being committed by the Allottee/s herein or any of the Allottee/s of any other units and in such event the Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsibility of the Allottee/s together in respect of the flats in respect of which possession has been given by the Promoter.

Para 49 :

It is brought to the notice of the Allottee/s that the electric meters of all the Units as well as the common water meters will be in the name of the Promoter herein and the Allottee/s and/or the Society shall get the same transferred in their favour and the Promoter herein will grant the No Objection as and when required.

Para 50 :

It is made abundantly clear to all the Allottee/s in the Building who are non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions / transfer of the Flats in the Said Building, it shall be his/her/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India ("RBI") or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of FEMA or such statutory



enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law from time to time. The Allottee/s agrees that in the event of any failure of his/her/their part to comply with the prevailing exchange control guidelines, the Allottee/s alone shall be liable for any action under FEMA or any other para material provisions of law, statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

Para 51 :

The Allottee/s hereby declares that he/she/they has/have gone through the Agreement and all the documents related to the said Property and the Unit purchased by the Allottee/s and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement.

Para 66 :

Before delivery of possession of the said Unit the Purchasers shall satisfy himself/themselves about the correctness of the area of the said Unit and about the quality of construction work and specifications/amenities provided. Upon delivery of possession the Purchasers shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived.

Para 67 :

The Purchasers understands/understand and confirms that the Promoter is constructing the said building on the "said property" by using the F.S.I. in respect of the "said property". The Purchasers agrees/agree and confirm/s that the Promoter has right to use the T.D.R., Paid FSI, Ancillary FSI, etc., which they are entitled to use on the "said property" on which the present building/s are constructed, on any other part of the "Said Property". In case the consent of the Purchasers is required for the above purpose the same shall be deemed to have been given irrevocably on the execution of this agreement and no separate consent letter / document or No Objection Certificate of the Purchasers shall be required to be obtained/procured.

Para 68 :

It is understood and agreed by the flat Purchasers that attached terrace allotted to the flat Purchasers along with the flat shall be for the exclusive use of the flat Purchasers. The Flat Purchasers has/have made himself / herself / themselves aware of the prevailing rules and regulations pertaining to attached terraces. The Flat Purchasers undertake/s not to enclose the attached terrace under any circumstances. The Flat Purchasers undertakes/undertake to obtain undertaking as it appears in this clause from his / her / their assignees, allottees, transferees, lessees, owners or any person(s) who occupies / occupy the said flat under any arrangement whatsoever. Likewise, the flat Purchasers undertake not to enclose areas shown as sitouts, balcony Space/s, washing spaces, open balconies, dry balconies / terraces in sanctioned plan attached hereto as **Annexure "D"** the Purchasers also undertake not to allow or permit his tenants, leasees, assignees, allottees, transferees and any such person who occupy/occupies the



said flat under any management whatsoever to enclose areas shown as setouts, balcony Space/s, washing spaces, lobby, open balconies, dry balconies in sanctioned plan attached hereto as **Annexure "D"**. The flat Purchasers undertakes to obtain undertaking as it appears in this clause from party as applicable and herein above contained.

Para 69 :

The Purchasers covenant/s and undertake/s that in the event he/she/they have acquired right and interest in open space/terrace/garden he/she/they shall be duty bound and under obligation to permit the Promoter and/or authorized representative of the ultimate body to, without hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/terrace.

Para 70 :

The Flat Purchasers understands and agrees/agree that the colour scheme for the Building's external faces and of such faces visible from outside e.g. for baffle walls, parapets, bands etc. are not permitted to be changed without prior written permission and consent of both the Promoter/ Developer and his Architect. It is further understood / agreed by the Flat Purchasers that the external faces of the Building shall be available to the Promoter / Developer for displaying hoardings, neon signs, advertisements or fixtures either related to the scheme or for other purposes. However, the Flat Purchasers in his / her / their individual capacity or in his / her / their capacity as member of the society shall not claim such benefit or right for himself / themselves or for others. The Flat Purchasers in his / her / their individual capacity or in his / her / their capacity as member of society shall not be entitled to display any banners, hoardings, neon signs, advertisements, fixtures, blinds, on the external face of the Building, including but not limited to balcony or terrace. Any act of displaying banners, hoardings, neon signs, advertisements, fixtures, blinds shall attract a penalty / damages of Rs.10,000/- per day per person till the time such act continues and the Promoter shall be entitled to claim and recover such damages from the defaulting flat Purchasers. The flat Purchasers in his/her/their individual capacity and as member of the society has/have given his/her/their irrevocable consent and No Objection Certificate to the Promoter/ Developer in this regard.

Para 71 :

It is understood / agreed by the Flat Purchasers that the Flat Purchasers is/are aware and agrees/agree that the Promoter/ Developer has retained with him the right to consume any additional F.S.I. / F.A.R. / T.D.R. / paid FSI / incentive FSI / Premium FSI that is available and / or consumable or obtainable by adding additional floor/s to the building without providing any compensation or benefits to the Flat Purchasers or the society. The Flat Purchasers understand, agree and confirm that the Promoter/ Developer shall at all times be entitled to enjoy and / or sell / transfer / assign such right to successors in title / transferees / assigns. Similarly, if any additional F.S.I. / F.A.R. / T.D.R. is obtainable against land under the building or in revised calculations of F.S.I. consumed for the building the same is consumable only by the Promoter/ Developer on the said property or any other plot of land as per his determination, convenience, need and desire.



Para 72 :

All undertakings given by the Promoter/ Developer to the concerned Governmental authorities shall be binding on the Flat Purchasers and society as may be formed.

Para 73 :

It is agreed between the parties that the unallotted parking spaces shall remain in the possession of the Promoter unless formally and individually conveyed to society of Purchasers.

Para 74 :

The name of the building shall be "**Nirman Adi**". The building under construction shall always remain as stated above. The Purchasers of the Units or the society shall not change, modify or alter the name without prior written consent of the Promoter/ Developer.

Para 75 :

It is hereby made clear that furniture lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the brochure and literature are shown only for advertisement purposes and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter. It is also understood by the Members / Purchasers that there may be deviation in the specification shown on the brochure. Hence the specification & amenities as shown in **Annexure "F"** of this agreement will supersede those in the brochure.

Para 76 :

If any amount due and payable by the Purchasers remains unpaid then the Promoter at their discretion and without prejudice to their other rights shall be entitled to adjust such dues against any other amount paid by the Purchasers or from any amount payable to the Purchasers and adjust the account accordingly and in case still there are dues from Purchasers, the Promoter may demand accordingly

Para 77 :

Any exclusive use allotted by the Promoter either of the terrace, car park or of any other portion shall be subject to the right of the society and its agents of use of the same for the specific purpose and to the extent necessary for maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc.

Para 78 :

If any portion of the said Property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the corporation or concerned authority may pay the compensation therefor in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the land or in any other property by floating the F.S.I. in such an event and as and when such FSI is granted, the Promoter shall be entitled to



use the same for additional built up area in the said property by way of construction of extension of the building which is presently under construction. The Purchasers has/have hereby given his/her/their irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from the concerned authority, and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchasers shall have no objection for the said new allottees to be admitted as members of the society. If the concerned authority refuses to permit the grant of such additional FSI in respect of the area under road widening or any reservation, then the Promoter alone shall be entitled to receive in their own name the compensation in respect thereof and to issue receipts for the same.

Para 79 :

The Promoter shall be entitled to create encumbrances over the said Property or lease, allot, give on license any portion of the said property to any Government / Semi Government authorities / local authority/ MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., etc. The Purchasers shall not be entitled to raise any objection and grievance about the same.

Para 80 :

The Promoter shall be entitled to use the present un-utilized and/or additional built up area/F.S.I. in respect of the "Said Property" in any other property by floating the same and/or in the same Property as and when the same is permitted either by way of construction of new building or extension of the building as may be permitted. Likewise the Promoter shall also be entitled to use F.S.I. / T.D.R./ Paid FSI / Incentive FSI / Premium FSI pertaining to other property on the said Property as and when permitted by the concerned authority. The Purchasers has/have hereby given his/her/their irrevocable consent there for and the Promoter shall be entitled to revise the plans, get them sanctioned from the concerned authority and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchasers shall have no objection for the said new Purchasers to be admitted as members of the society. The society shall get the new transferees admitted as its members. The Promoter shall also be entitled to transfer or assign the said right to any other person. The said property shall be conveyed subject to the said right.

Para 81 :

The flat Purchaser / Member agrees/agree that the Promoter/ Developer shall not be liable for payment of any charges to the society for admitting such individuals who have purchased flat directly from the Promoter/ Developer and that the society shall grant NOC on demand for serving various purposes however NOC if any required to be produced before the Registering Authority is deemed to have been given at the execution of this agreement and no separate document is to be obtained by Promoter/ Developer from the society.

Para 82 :

It is strictly agreed and understood by and between the parties that till the completion of the entire project in all respects, the Developer shall be at liberty to bring and allow their workers,

contractors, Engineers, laborers and such other staff and/or employees or otherwise on the said Property including to bring and keep and/or store necessary equipments, supplies, materials, etc. on the said Property to carry out the construction work. The Purchasers of the flats already completed shall not raise any objection or create any such nuisance whereby the work of the Developer is hindered or refrained from completing the project in all respects. The Purchasers hereby gives his/her/their irrevocable consent for revision/amendment of the building/layout or elevation plans as and when required by the Promoter. The Promoter shall be entitled to make use of the water tank and the backup generator in the said building for any purpose as they may desire and the Members / Purchasers has/have given their free and irrevocable consent to the same.

Para 83 :

The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, electric pumps, lifts, security equipment's if any, electronic equipment's if any, Solar System if any, other equipment's if any, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

Para 84 :

It is agreed by and between the Promoter and the Purchasers that, in case of failure of the Purchasers to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities then the Purchasers shall be duty bound to reimburse the same to the Promoter. Further, the Purchasers agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Purchasers to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities. It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said Flat / Unit in favour of the Promoter against the amount payable by the Allottee to the Promoter towards the GST and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

Para 85 :

It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoter has given the necessary intimation for possession to the Purchasers or actual date of possession whichever is earlier. Provided further, it is agreed that the Purchasers shall not carry out any alterations of whatsoever nature in the said Flat / Unit or in the fittings therein, in particular it is hereby agreed that the Purchasers shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. Or change of tiles in bathroom, WC, kitchen, entire flooring, drill of any kind to fix any furniture, fittings. If any of such works are carried out or any heavy load are stored in the said Flat / Unit, balcony, terrace etc., any liability including the defect liability automatically

shall become void & the Purchasers alone shall be responsible for it. Further the Purchasers will be liable for paying damages, if any, to the Purchasers/Owner/User of Flat / Unit below or any affected Flat / Unit. If due to the Purchasers or any other Purchasers act or negligence, the Purchasers Flat / Unit is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

Para 86 :

The Purchasers shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said property/building or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchasers sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.

Para 87 :

It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Society is entirely the responsibility & liability of the Society. The Society has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the society and/ or the service providers.

Para 88 :

As the Promoter will be applying to the concerned authorities for giving separate water connections for building and electricity meters and connections for the said Flat / Unit of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply/ generator supply through any other temporary arrangements because of which if there is any improper / insufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Flat / Unit.

Para 89 :

The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/ Members / Purchasers /Allottee/s at their own cost, collectively through the Society and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/ Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Society from time to time. The Promoter further discloses that, the



Promoter will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.

Para 90 :

Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Flat / Unit.

-----End of Deviations-----

Kindly Acknowledge the same and grant us the MahaRERA registration at the earliest.

The declaration is provide for the sole purpose of MahaRERA Registration only and shall not be used for any other purposes.

For M/s. Nirman Developers

A handwritten signature in blue ink, appearing to be "N/A", is written over the text "For M/s. Nirman Developers".

Partner

Date : 04/05/2023

Place : Pune

Nirman Developers

205, Citi Center, Opp. Ayurved Rasshala, Karve Road, Pune - 411004.
Telefax : 254 55 880 / 1 • www.nirmandevelopers.in