

Date : 30.05.2023**DEVIATION SHEET**

Re: RERA project in respect of the building known as "Marquee" standing on the leasehold land admeasuring 1833.63 square meters (equivalent to 2193 square yards) bearing Cadastral Survey No. 6 and New Cadastral Survey No. 932, and Plot No. 73 (part) and 74 of the Worli Scheme, estate of the Municipal Corporation of Greater Mumbai in the registration district of Bombay City and Bombay Suburban.

Modifications to the Model Form of Agreement to be entered into between Promoter and Allottee

Sr. No.	Clause reference to Model Form Agreement	Modifications proposed to corresponding draft Agreement for Sale
1.		<p>The recitals record the facts with regards to the leasehold rights of the Developer and such disclosures and hence, the same are not deviation from the model form of Agreement for Sale.</p> <p>We have complied with all disclosures required under the model form of Agreement for Sale.</p>
2.		<p>RECITAL N</p> <p>A. The Allottee/s has/have demanded inspection/information from the Developer and the Developer has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:</p> <p>(1) All title documents by which the Developer has acquired right, title and interest to develop the Project Land;</p>



		<p>(2) All the Approvals and sanctions of all relevant authorities for the development of the said Land, Plans and Designs, Specification, approvals of the layout plan, IOD, CC, building plans, floor plan, etc. and such other documents as required under Section 11 of RERA, and;</p> <p>(3) All the documents mentioned in the Recitals hereinabove.</p>
3.		<p>RECITAL O</p> <p>Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Developer to develop the Project and such title being clear and marketable; (ii) the Approvals and permissions (including Layout Plan, IOD and CC) obtained till date; and (iii) the Developer's entitlement to develop and construct the Project under various provisions of the DCPR 2034 and Applicable Law and sell the Premises therein. Further, the Allottee/s has / have visited and inspected the site of construction of the Project. The Allottee/s hereby undertake/s not to hereafter raise any objection and/or make any requisitions with respect to the title of the Developer to develop the Land. The Allottee/s confirm/s that the Allottee/s has/have the financial capability to consummate the transaction.</p>
4.	1	<p>Clause 3.1</p> <p>The Developer shall construct the New Building on the Land, more particularly described in First Schedule hereunder written and demarcated in yellow hatched lines on the plan annexed and marked as Annexure "A" hereto in accordance with the</p>



		plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Allottee/s with such variations and modifications as may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Developer shall not be required to obtain prior consent of the Allottee/s in respect of any alteration, addition, variations or modifications so long as the same do not affect the area of the Premises.
5.	1a	<p>Clause 4.1 and 4.2</p> <p>4.1 The Allottee/s hereby agree/s to purchase from the Developer and the Developer hereby agrees to sell and allot to the Allottee/s, a residential flat / Duplex flat ("Flat") /commercial unit ("Unit") more particularly described in the Second Schedule hereunder written and shown in red colour boundary line on the floor plan annexed hereto and marked as Annexure "F" for the Total Consideration more particularly described in the Second Schedule hereunder written and on the terms and conditions appearing in this Agreement.</p> <p>4.2. The Developer has also agreed to reserve / allot for the <u>Allottee/s</u> an exclusive amenity being Car Parking Space/s in the basements (for Unit Allottee/s) / podium / stilt / tandem parking in the New Building ("Car Parking Space") <u>more particularly described in the Second Schedule hereunder written</u>. It is clarified that the location of the Car Parking Space/s shall be identified and finalized by the Developer at the time of offering possession of the Flat / Unit to the Allottee/s for the ease of systematic parking of vehicles and to avoid any confusion whilst parking vehicles by the various <u>allottee/s / occupants</u> of various residential flats / commercial units in the Project and the Flat / Unit and the Car Parking Space/s shall at all times be held by the Allottee/s as one composite unit.</p>



6.	1b	<p>Clause 4.3</p> <p>The <u>Allottee/s</u> hereby agree/s to make the payment of the Total Consideration along with applicable GST in the manner <u>and as per the payment instalments</u>, more particularly <u>set out</u> in Annexure "J" annexed hereto.</p>																						
7.	1c	<p>Annexure J</p> <table><tr><th>Cummulative Percentage to be paid by Buyer to Seller</th><th>On or before</th></tr><tr><td>10%</td><td>Execution of this Sale Agreement</td></tr><tr><td>20%</td><td>Commencement of Plinth</td></tr><tr><td>30%</td><td>Commencement of Podium floors</td></tr><tr><td>40%</td><td>Commencement of 4th habitable floor</td></tr><tr><td>50%</td><td>Commencement of 8th habitable floor</td></tr><tr><td>60%</td><td>Commencement of 12th habitable floor</td></tr><tr><td>70%</td><td>Commencement of 16th habitable floor</td></tr><tr><td>80%</td><td>Commencement of last habitable floor</td></tr><tr><td>90%</td><td>Atleast 1 passenger / service elevator being made operational</td></tr><tr><td>100%</td><td>Offering the said flat for possession</td></tr></table> <p>* Not incl. applicable taxes, which would be due as per statutory requirements</p> <p>'** Incase a particular milestone is Not Applicable, then the payment due on or before that milestone would be applicable and accumulated upon the Seller meeting the next immediate milestone</p>	Cummulative Percentage to be paid by Buyer to Seller	On or before	10%	Execution of this Sale Agreement	20%	Commencement of Plinth	30%	Commencement of Podium floors	40%	Commencement of 4th habitable floor	50%	Commencement of 8th habitable floor	60%	Commencement of 12th habitable floor	70%	Commencement of 16th habitable floor	80%	Commencement of last habitable floor	90%	Atleast 1 passenger / service elevator being made operational	100%	Offering the said flat for possession
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8.	1d	<p>Clause 4.5</p> <p>In addition to the Total Consideration, the Allottee/s shall also bear and pay the Taxes, consisting of all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Flat and/or this Agreement. It is clarified that all such Taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Premises, shall be borne and paid by the Allottee/s alone and the Developer shall not be liable to bear or pay the same or any part thereof.</p>
9.	1e	<p>Clause 4.8</p> <p>Due to any increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time then the same shall be collected by the Developer from the Allottee/s under the head Other Charges. The Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments and the Allottee/s shall pay the same to the Developer as per the next milestone of the payment plan.</p>
10.	1f	<p>Clause not included</p>



11.	1h	<p>Clause 5.7</p> <p>The <u>Allottee/s</u> hereby agrees and undertakes that he/she/they accords his/her/their irrevocable consent that any payment made by the <u>Allottee/s</u> to the Developer hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:</p> <p>5.7.1 firstly, towards Taxes and statutory dues in relation to the Premises and/or this Agreement;</p> <p>5.7.2 secondly, towards interest on any delayed amounts payable hereunder;</p> <p>5.7.3 thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;</p> <p>5.7.4 finally, towards Total Consideration.</p> <p>Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the <u>Allottee/s</u>, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Developer.</p>
12.	2.2	<p>Clause 5.1</p> <p><u>The time for payment of the installments of the Total Consideration and other amounts payable under this Agreement shall be of the essence of this Agreement and the Allottee/s shall, on a written demand being made by the Developer upon the Allottee/s with respect to a payment amount (whether the Total Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Developer, within 7 (seven) days of the Developer's said written demand, without any</u></p>



		<p>delay, demur or default. Without prejudice to its other rights available in law and under this Agreement, Allottee/s will be liable to pay interest at Interest Rate on all delayed payments and the Developer is entitled to recover this interest for any delayed payments. It is however agreed that the maintenance charges shall become payable at the time of handover of possession of the Premises and shall be charged at rate that is prevailing at the time of handover of possession of the Premises.</p>
13.	3	<p>Clause 6.5.2</p> <p><u>The Developer hereby declares that the Developer has planned to utilize Floor Space Index of 9901.60 Sqr Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Project. The Developer has disclosed the Floor Space Index of 9901.60 Sqr Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the Premises based on the proposed construction and sale of Premises to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only.</u></p>
14.	4.1	<p>Clause 11.3.5</p> <p>Subject to Force Majeure events, if construction of the <u>Project</u> is not completed even within stipulated time period as mentioned in clause 11.3.1 hereinabove, then by the end of such time period, the <u>Allottee/s</u> shall be entitled to opt for an exit from the Project. If the <u>Allottee/s</u> decide/s to opt for an exit, the Developer shall be required to refund to the <u>Allottee/s</u> the Total Consideration paid by the <u>Allottee/s</u> to the Developer till then (after deducting any Taxes and Other Charges) along with interest as may be prescribed under RERA from time to time, provided the <u>Allottee/s</u> executes and registers a Deed</p>



		<p>of Cancellation in respect of the Premises with the Developer and hands over all original documents executed in respect of the Premises including the Agreement for Sale. The <u>Allottee/s</u> hereby agrees and acknowledges that upon termination, the <u>Allottee/s</u> shall not have any further claim against the Developer, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Developer and the Developer shall be at liberty to sell the Premises, to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit and proper at its sole discretion. It is hereby clarified that on the occurrence of the aforesaid events as mentioned in clause 11.3.3 hereinabove, the Allottee/s shall not be entitled to claim any interest/damages/compensation whatsoever. If the <u>Developer</u> fails to abide by the time schedule for completing the project and handing over the to the Allottee/s, the <u>Developer</u> agrees to pay to the Allottee/s, who does not intend to withdraw from Premises the project, interest as specified in the Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.</p>
15.	5	<p>Clause 11.1</p> <p><u>11.1</u> Fixture and Fittings</p> <p>11.1.1. The Developer shall provide the Developer Specifications as more particularly mentioned in Annexure "I" annexed hereto.</p> <p>11.1.2. The Common Area <u>of Project</u> as more particularly mentioned in Annexure "E" annexed hereto, shall be used and enjoyed by all the residential and/or occupants of the Project.(Unless otherwise stated).</p> <p>11.1.3. The Amenities of the Project shall be as under:</p>



		<p>(a) "Common Amenities" amenities of Project in common with other allottee/s and users in the Project.</p> <p>(b) "Duplex Flat Exclusive Amenities" shall mean the exclusive amenities granted to the residential flat situated on the topmost floor of the New Building i.e. the Duplex Flats- It is clarified that the Allottee/s of the other residential flats / Units shall not be entitled to the claim or use the Duplex Flat Exclusive Amenities.</p> <p>(c) Flats Exclusive Amenities" shall mean the exclusive amenities granted to all the residential Flats (i.e., including the Duplex Flats)- It is clarified that the Allottee/s of the Units shall not be entitled to the claim or use the Flat Exclusive Amenities.</p> <p>(d) "Unit Exclusive Amenities" shall mean the exclusive amenities granted to all the commercial Units. It is clarified that the Unit Exclusive Amenities include (i) the car parking spaces in the basement level of the New Building and (ii) separate service road to access the parking spaces in the basement level and/or Unit/s. The Allottee/s of the Flats shall not be entitled to claim or use the Unit Exclusive Amenities including the parking spaces in the basement level and the service road save and except with the written consent of the Unit Allottees for the services area situated in the basement level .</p> <p>11.1.4. Prior to execution hereof, the Developer have furnished to the <u>Allottee/s</u>, the plan and the floor plans (annexed hereto and marked</p>
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		as Annexure "A" and Annexure "F" respectively) earmarking the <u>Premises</u> and the <u>Common Amenities of the Project</u> including the entrance gate, lobby at the ground level, car parking spaces, car ramp and any common areas.
16.	7.1, 7.2, 7.3	<p>Clause 11.3.9</p> <p>Upon receipt of the occupation certificate in respect of the Project the Developer shall give a written intimation to the <u>Allottee/s</u> calling upon the <u>Allottee/s</u> to pay the balance Total Consideration, Contribution, Other Charges and Taxes, within 15 (fifteen) days of such notice. Upon receipt of the aforesaid amounts from the Allottee/s, the Developer shall call upon the Allottee/s to take possession of the Premises within 15 (fifteen) days of the Developer giving such written notice to the Allottee/s. Upon the expiry of the said period of 15 (fifteen) days, it shall be deemed that the Allottee/s has / have taken possession of the Flat / Unit and the Flat / Unit shall be at the risk of the Allottee/s (irrespective of whether possession of the Flat is actually taken by the Allottee/s or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Flat / Unit. It is agreed that irrespective whether possession of the Flat / Unit is actually taken or not by the <u>Allottee/s</u>, the <u>Allottee/s</u> shall be responsible and liable to bear and pay to the Developer all outgoings in respect of the Flat / Unit, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Project. The <u>Allottee/s</u> shall pay</p>



		to the Developer such proportionate share of all outgoings as may from time to time be estimated or determined by the Developer.
17.	9.3	<p>Clause 14</p> <p>14.1 Commencing 15 (fifteen) days after notice in writing is given by the <u>Developer</u> to the Allottee/s to take possession of the Premises, irrespective of whether possession is taken or not, the Allottee/s shall be liable to pay the proportionate share of the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the <u>Project including the Other Charges</u>. Until the management of the <u>Project</u> is handed over to the Organisation, the Allottee/s shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer.</p> <p>14.2 The Allottee/s shall within 15 (fifteen) days of such demand being made by the Developer pay such amounts as more particularly set out in Annexure "G" and Annexure "H" annexed hereto, over and above the Total Consideration. The amounts payable under point [•] in Annexure "___" annexed hereto are collected towards the maintenance and upkeep of the (i) <u>Project</u>; and (ii) Common Amenities of the Project, in advance. The amount so paid shall not carry any interest and remain with the Developer until the management is handed over to the Organisation. However, the maintenance charges shall become payable at the time of handover of possession of the Premises and shall be charged at rate that is prevailing at the time of handover of possession of the Premises.</p>



	<p>14.3 The purposes and the corresponding amounts as mentioned in Annexure "G" annexed hereto are as per the present estimates and are subject to modification by the Developer and shall not carry interest.</p> <p>14.4 The Allottee/s shall be liable to pay on demand proportionate property taxes and insurance premium amounts, to the Developer within 15 (fifteen) days from the date of demand by the Developer.</p> <p>14.5 The Developer shall utilize the amounts referred to in point [•] in Annexure "G" annexed hereto for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.</p> <p>14.6 It is agreed that the Developer is not liable to render any accounts in respect of any amounts collected under the head Contribution to the Allottee/s and the Developer shall hand over the consolidated deposits or balance thereof, if any, to the Organisation as aforesaid at the time of the conveyance/transfer. In the event of any additional amount becoming payable, the Allottee/s shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.</p> <p>14.7 The Developer shall be entitled to utilise the corpus fund specified in Annexure "G" annexed hereto or adjust the same, for payment of maintenance, taxes, outgoings, etc. in respect of the Project and also utilise the corpus fund for adjustments against any outstanding amounts due from the Allottee/s to the Developer. Similarly, if the corpus fund shall fall deficient</p>
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		<p>and there is surplus under any other head, the Developer shall be entitled to adjust such deficiency against such surplus. In case there shall be a deficit in the corpus fund, the Allottee/s shall forthwith on demand pay to the Developer its proportionate share to make up such deficit. The payment of corpus fund shall not entitle the Allottee/s to default in the payment of maintenance, taxes and outgoings etc. Timely payment of Contribution and Other Charges and any other charges payable by the Developer is an integral part of this Agreement. The Corpus Fund will be kept in a specified Bank Account and/or invested in the name of the Developer (since the amounts are collected in the name of and by the Developer) and the interest/earnings earned therefrom, if any, will accrue to the benefit of the Allottee/s who have contributed to the same as the Allottee/s are the beneficiaries of the Corpus Fund and the Developer has no beneficial interest in such investments/income. The actual amount of funds out of such income, if any, that may be received by the Developer on such investments may be used by the Developer only for the purposes as set out in this Agreement. It is expressly clarified and the Allottee/s is aware that the Income Tax impact (if any) on the income in respect of the said investment in the hands of the Allottee/s shall be solely to the account and consequences of the Allottee/s and not of the Developer and the Developer has no beneficial interest in such investments/income. The Developer will not utilise the Corpus Fund for any development activities in the Project. As and when the Organization is formed as provided in this Agreement, the Developer will hand over the Corpus Fund (subject to deductions, as provided in this Agreement) to such Organization/ each of the respective members of such Organization(as the Developer may decide, at its discretion).</p>
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		<p>Thus, the benefit of the payment contributed by each Allottee/s and the consequential income, if any, shall collectively belong to the respective Allottee/s who have contributed and the Developer has no beneficial interest in such investments/income. Subject to what is stated hereinabove, the Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/s as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.</p> <p>14.8 The Allottee/s hereby agrees to bear and pay any statutory dues including but not limited to past, present and future taxes, interest, penalties, surcharge on any of the amounts collected by the Developer as set-out in Annexure "G" annexed hereto.</p>
18.	13(i)	<p>Recital D</p> <p>The details pertaining to the title of the Developer to the Land are elucidated in the Title Certificate dated [●], 2023 issued by DSK Legal copy whereof is annexed and marked as Annexure "C" hereto ("Title Certificate").</p>
19.	13(ii) 13(v)	<p>Recital K</p> <p>The Developer has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under RERA on the MahaRERA web portal / website, presently being "https://maharera.mahaonline.gov.in/" or such other website, as the Government may prescribe from time to time (hereinafter referred to as "the MahaRERA Portal") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction of inter-alia the Land and obtain the Occupancy Certificate in respect of the Project.</p>



20.	13(iii)	Mentioned in Title Report
21.	13(iv)	Mentioned in Title Report
22.	13(vi),(vii),(viii),(ix), (x),(xi)	Not Included
23.	14	<p>Clause 13</p> <p>The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the Premises may come, hereby covenants with the Developer as follows:</p> <p>13.1. The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for purpose of which it was allotted. The Allottee/s shall use the Car Parking Space/s if allotted for the purpose of parking the Allottee/s's own vehicle.</p> <p>13.2. The Allottee/s shall at no time demand partition of the Project and/or said Land and/or his/her/their interest, if any, therein and the same shall never be partitioned.</p> <p>13.3. It is agreed that until the date the Developer offers possession of the Premises to the <u>Allottee/s</u> and the Developer receives the Total Consideration, Contribution, Other Charges and the Taxes (as mentioned herein) from the Allottee/s ("Lock-in Period"), the Allottee/s shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party save and except if the same is done through the Developer (with a view to maintain price parity for the Project) and subject to the right of the Developer to charge transfer fee alongwith applicable taxes. The Allottee/s</p>



		<p>acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Allottee/s agrees to abide by the same. In the event, the Allottee/s assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Developer shall be entitled to terminate this Agreement and the consequences of termination as set out in this Agreement shall follow.</p> <p>13.4. In the event, the Allottee/s desire/s to cancel the allotment of said Premises for any reason whatsoever (save and except in case the Developer fails to offer possession of the Premises in terms of this Agreement), then Developer shall be entitled to forfeit the Liquidated Damages and the Allottee/s shall not be entitled to such amount paid by him/her/them to the Developer. The Allottee/s shall also have to bear and pay to the Developer, at the time of cancellation, the brokerage charges (if the Premises is purchased through the broker) which brokerage shall have been already paid by the Developer to the broker. The Developer shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Total Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Developer from the Allottee/s till the time of such cancellation.</p>
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		<p>or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and to rectify damage at his / her / their / it's costs;</p> <p>13.6.3. To carry at the Allottee/s own cost all internal repairs to the Flat / Unit and maintain in the same condition, state and order in which it was delivered by the Developer and not to do or suffer to be done anything in the Premises or the <u>Project</u> which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Allottee/s committing any act, in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;</p> <p>13.6.4. Not to demolish or cause to be demolished the Flat / Unit or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat / Unit or any part thereof nor alter the principal or load bearing walls / floors, elevation and outside colour scheme of the <u>Project</u> and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the Flat / Unit and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the <u>Project</u> and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or part or other structural members in the Flat / Unit;</p> <p>13.6.5. Not to do or permit to be done any act which may render void or voidable any insurance of</p>
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		<p>the Land or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;</p> <p>13.6.6. Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat / Unit in the compound or any portion of the Project;</p> <p>13.6.7. to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water charges, charges for maintenance of STP's, garbage disposal system and such other facilities that the Developer may install, operate and maintain under the guidelines prescribed under by the statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or Government and/or other public authority on account of change of user of the Flat/Unit or otherwise;</p> <p>13.6.8. to bear and pay all past, present and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction on the Project and/or any activity whatsoever related to the Flat/Unit by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;</p> <p>13.6.9. not to raise any objection to the Developer completing the construction and development of the Land, if any and if required, the Project (including construction of additional floors in the Project) in</p>
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		<p>accordance with Applicable Law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the Premises;</p> <p>13.6.10. The Allottee/s and all his/her/its/their successors / assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause, hereby covenants with the Developer and all his/her/their assigns, that the Developer, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Developer, shall always be entitled and authorised (without being obliged), even after completion of the Project, in all respects, to repair, reconstruct, redevelop, restore, service and/or renovate in any manner howsoever and whatsoever the New Building or the Common Areas and Amenities of Project or any other part or portion of the Project, said Land, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid;</p> <p>13.6.11. To permit the Developer and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the Facility Management Agency and its employees, at all reasonable times, to enter into and upon the Flat / Unit or any part thereof, to view and examine the state and condition thereof and / or for the purpose of carrying out the service, repairs,</p>
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		<p>upkeep, cleaning and maintenance of the <u>Project</u> or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Flat / Unit for the benefit of the Project. The Allottee/s shall not obstruct or hinder the Developer and / or the Facility Management Agency and / or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Allottee/s shall rectify and make good all defects, within 15 (fifteen) days from the date of receipt of a written notice from the Developer in that regard;</p> <p>13.6.12. the Allottee/s shall not without the prior written consent of the Developer let, sub-let, grant leave and license or part with the possession of the Premises until all the dues payable by the Allottee/s to the Developer under this Agreement are fully paid up and only if the Allottee/s has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has / have intimated the Developer and obtained it's prior consent in writing in that behalf;</p> <p>13.6.13. not to change exterior elevation or the outlay of the <u>Project</u> and / or the Premises;</p>
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		<p>13.6.14. not to install/construct/erect water storage tank/s in the Premises;</p> <p>13.6.15. not to hang cloths for drying and/or any other purpose which may affect the work of the façade of the balcony;</p> <p>13.6.16. save and except a name plate not to affix/install/change/alter any sign, name or display boards, any hoardings, neon lights/light out or about the Premises and/or in any part of the Project (including façade and/or balcony/dry balcony/flower bed etc) without the prior written permission of the Developer and/or the Association;</p> <p>13.6.17. not to cover or enclose in any manner whatsoever, refuge floor, the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) forming a part of or appurtenant to the Premises. If the Allottee/s desires to affix/install grills to the windows of the Flat/Unit, or grill/s or safety door/s to the main door of the Flat/Unit, then the Allottee/s shall obtain the prior written permission of the Developer and/or the Organisation, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Developer and/or the Organisation in that regard. It is further clarified that any such unauthorised act by the Allottee/s to cover the open deck / flower bed / dry balcony, terrace/s, or chajjas or other open space/s (if any) shall be at the sole risk and responsibility of the Allottee/s as to costs and action, if any, by the authorities / Organisation;</p>
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		<p>13.6.18. no equipment's such as dish antennae / solar heaters / solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the Building and/or in the compound of the Building by any of the flats / units Allottee/s and/or the Organisation at any time whatsoever without the permission of the Developer. However, the Developer alone shall, from time to time, and at all times be entitled to permit the Flat / Unit holders in the Building to install equipment such as dish antennae / solar heaters / solar panels, D.G. set, air conditioning plants etc. on the terrace and / or under the stilts and / or basements of the Building and / or in the compound of the Building as the Developer may determine absolutely at its discretion;</p> <p>13.6.19. not to construct / erect any brick or masonry wall / partition / loft / mezzanine in the Flat / Unit or to make any other structural additions or alterations of a temporary or permanent nature therein;</p> <p>13.6.20. not do or suffer to be done anything on the Project / Flat / Unit which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Allottee/s commits any acts or omissions in contravention to the above, the Allottee/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf;</p> <p>13.6.21. not to demand partition of the Allottee/s interest in the Project / said Land,</p>
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		<p>it being expressly agreed, understood and confirmed by the Allottee/s that the Allottee/s interest therein is impartible, and not to demand any sub-division of the Premises or the Land or any part thereof;</p> <p>13.6.22. not to encroach upon or make use of any portion of the <u>Project</u> not agreed to be acquired by the Allottee/s;</p> <p>13.6.23. the Allottee/s agrees not to make any claim or complaint on account of any inconvenience, nuisance, obstruction of air, light, noise etc., interference or impediment being caused to the Allottee/s on account of development of any part of the wing / structure forming part of the Project being undertaken by <u>the</u> Developer after possession of the Premises have been handed over by Developer to the Allottee/s;</p> <p>13.6.24. not to violate and to abide by all rules and regulations framed by the Developer / its designated Facility Management Agency or by the Association, for the purpose of maintenance and up-keep of the Project and the Amenities;</p> <p>13.6.25. upon the Developer terminating this Agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Premises or any part thereof and/or the Project and/or against the Developer and the Developer shall be entitled to deal with and dispose off the Premises to any other person/s as it deems fit without any further act or consent of the Allottee/s;</p> <p>13.6.26. grant to the Developer, all the facilities, assistance and co-operation as the</p>
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		<p>Developer may reasonably require from time to time even after the Developer has offered possession of the Premises to the Allottee/s, so as to enable the Developer to complete the scheme of development of the Project.</p> <p>These covenants shall be binding and operative even after the formation of the Organisation.</p> <p>13.7. The Allottee/s confirms that the Developer has given full, free and complete inspection of documents of title in respect of the Land and the Allottee/s confirms that he/she/they/it has/have entered into this Agreement after inspecting all relevant documents and the Allottee/s has / have inspected the Title Certificate dated _____, issued by DSK legal, and the Allottee/s undertakes not to raise any objection and/or requisition on the title of the Developer to the Land or any part thereof.</p> <p>13.8. It is expressly agreed that the Allottee/s is bound by and abide by the terms of the Municipal lease as provided in the hereinabove recited Transfer Document relating to the Project.</p> <p>13.9. It has been expressly informed by the developer to the Allottee/s and the allottee/s is aware of the following:</p> <p>13.9.1. Amendment of the Mumbai Municipal Corporation Act, 1888, with effect from 14th August 2012, by insertion of clause 92(dddd), inter alia, providing for retrospective operation from 22nd June 1993.</p>
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		<p>13.9.2. The Policy of MCGM pursuant to Resolution ICR No 130 dated 15th October 2008 and CR no 796 dated 11th November 2008, relating to execution of fresh lease for 30 years with increased rent in cases of transfer or change of user or redevelopment, and the pending petitions as were filed by third parties in relation thereto. If decided in favour of MCGM, fresh lease for 30 years with increased annual rent has to be executed and the parties shall comply with the said requirement.</p> <p>13.9.3. In pursuance of the issues of levy of premium / transfer fees /lease tenure / enhanced lease rent being sub-judice before the Hon'ble High Court in various Writ Petitions filed by lessees / prospective assignees / associations, etc., the M.C.G.M. has adopted a policy of accepting registered undertakings and processing the applications relating to development, subject to the final outcome of the Court proceedings.</p> <p>13.9.4. The Developer shall be entitled to dispute all demands and contentions of the M.C.G.M., as also to claim refund of the amounts paid by the Developer to the M.C.G.M. for Schedule Property, as the case may be on its own account and for its own benefit;</p> <p>13.10. IN CASE OF INDIAN NATIONALS: The Allottee/s assures, declares and represents that the Allottee/s is/are Indian Citizens and residents of India as defined under all applicable Indian Laws. The Allottee/s assures, confirms and represents</p>
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		<p>to the Developer that the Allottee/s is not a Foreign Company / Foreign National / Foreign National of Indian Origin ("PIO") / Non-Resident Indian ("NRI"), and that the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other similar legislation do not apply to the Allottee/s. In the event of applicability of FEMA to any payment / refund between the Allottee/s and the Developer at any time (due to change of circumstances or otherwise), including due to the Allottee/s status as a Foreign Company / Foreign National / Foreign National of Indian Origin ("PIO") / Non-Resident Indian; it shall be the responsibility of the Allottee/s to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from / to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments by such parties, including relating to Taxes, Deposits, Outgoings, etc. payable in relation to the said Premises or this Agreement. The Allottee/s indemnifies and keeps fully indemnified the Developer in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee/s in that regard.</p> <p>OR</p> <p>IN CASE OF NRI'S:</p> <p>The Allottee/s declares that the Allottee/s is an Indian citizen, but is a Resident outside India ("NRI") as defined under the Foreign Exchange Management Act, 1999. The Allottee/s shall be solely liable / responsible for (and undertakes to comply with) all</p>
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		<p>compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., as may be prescribed under applicable laws and/or by the government/concerned authority, that will be applicable to this transaction and/or this Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property/ies in India and/or relating to any remittance/payment / refund between the Allottee/s and the Developer at any time) as are in force, from time to time; as also their statutory amendments, reenactments, repeals, etc. The Allottee/s accepts and undertakes that the payments/ refunds (if any) between the Allottee/s and the Developer will be made from / to the account / channels as prescribed/ permissible in law, at the relevant time. It is clarified that this provision shall apply in respect of all payments, including relating to taxes /deposits /outgoings, etc. payable in relation to the said Premises or this Deed. It is clarified that refunds (if any) to the Allottee/s shall be made in Indian Rupees only. The Allottee/s shall furnish required declaration / documents to the Developer in the prescribed format, as may be requested by the Developer. The Allottee/s hereby indemnifies and shall keep fully indemnified the Developer in relation to the above, including for any/all consequences that may arise due to any act of omission or commission by the Allottee/s in that regard.</p>
24.	15	<p>Clause 8.3</p> <p>The Developer shall maintain a separate account in respect of sums received by the Developer from the <u>Allottee/s</u> as advance or deposit, sums received on account of the share capital or towards the outgoings</p>



		and shall utilize the amounts only for the purposes for which they have been received.
25.	16	<p>Clause 7.1</p> <p><u>It is expressly agreed that the right of the Allottee/s under this Agreement is only restricted to the Flat / Unit agreed to be sold by the Developer to the Allottee/s and the allotment of Car Parking Space/s as an exclusive amenity attached to the Flat / Unit and all other Flats / Units of the Developer shall be the sole property of the Developer and the Developer shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.</u></p>
26.	17	<p>Clause 7.18</p> <p>The Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Project or any part thereof, provided that the same does not in any way materially prejudice the right of the <u>Allottee/s</u> in respect of the Premises.</p>
27.	18	Clause not included
28.	19	<p>Clause 20.1</p> <p>This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee or made available for the Allottee's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully</p>



		supersedes and replaces any previous agreements concerning the Premises between the Parties hereto.
29.	21	Clause not included
30.	23	<p>Clause 19</p> <p>Unless stated otherwise, wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be made as per actual consumption by the respective Allottee/s Premises(if available for each allottee/s). In case the actual consumption cannot be identified, then in the proportion of the carpet area of the respective Flat / Unit to the total Carpet Area of all the Flats / Units.</p>
31.	24	Clause not Included
32.	25	<p>This AGREEMENT FOR SALE ("Agreement") is made and executed at Mumbai on this _____ day of _____ in the year Two Thousand and ____;</p>
33.	26	Clause not Included
34.	27 and 28	<p>Clause 16</p> <p>Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above or such correspondence address as may be communicated by the Allottee/s to the Developer in writing subsequently. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Allottee/s at the address hereinbefore stated, through registered letter, courier service, personal delivery date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. It is hereby clarified that the Developer shall serve the notice only to the Allottee/s named firstly in the name clause and the same shall be deemed to be served on all the <u>Allottees</u>.</p>



Additional clauses – Clauses included in draft Agreement for Sale, in addition to clauses contained in Model Form of Agreement with modifications set out above

1. RECITAL H

The principal and material aspect of the development of the Project as disclosed by the Developer and understood and agreeable to the Allottee/s are as under:

- (i) The New Building comprises of 3 Basement extension level, 8 Podium Levels, ground plus 20 upper Habitable floors by utilizing the entire development potential accruing of the Land together with certain amenities and facilities. The New Building is earmarked on the plan annexed and marked as Annexure "A" hereto.
- (ii) The common areas, facilities and Amenities that may be used by the Allottee/s in common with other allottees/occupants in the Project on non-exclusive basis(unless otherwise stated) are listed in **Annexure "E"** annexed hereto ("**Common Area of the Project**");

2. RECITAL L

The Allottee/s being fully satisfied in respect of title of the Developer in respect of the Land and the entitlement of the Developer to undertake development thereof, has/have approached the Developer to allot him/her/them a (i) residential flat or (ii) Duplex Flat which ~~shall mean the residential flat situated on the topmost floor of the New Building~~ ("**Duplex Flat**") (the residential flat / Duplex Flat are collectively referred to as "**Flat**") or (iii) commercial unit ("**Unit**") more particularly described in Second Schedule hereunder written in the New Building being constructed on the Land and shown in red colour boundary line on the floor plan annexed and marked as **Annexure "F"** hereto for the Total Consideration, more particularly described in the **Second Schedule** hereunder written and on the terms and conditions as hereinafter appearing.

3. Clause 4.4

The Allottee/s further agree/s, undertake/s and covenant/s that while making payment of instalment of the Total Consideration and applicable GST thereon, the Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Allottee/s after making payment of each instalment and GST shall file required forms with the Income Tax Authority in the prescribed format and shall furnish challan to the Developer. The Allottee/s is/are aware that the time to make the payment of instalments and GST and all other taxes is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the instalment together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Developer to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest calculated at the then prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to the Developer on all delayed payments from the due date till the date of realization thereof.



4. Clause 4.6

4.6 It is specifically agreed that Developer has agreed to enter into this Agreement and agreed to sell the Premises and accept the aforesaid Total Consideration on the specific assurance of the Allottee/s that, the Allottee/s shall:

- 4.6.1. Make payment of the instalments the Total Consideration along with applicable taxes as mentioned in this Agreement, to the Developer from time to time without any delay or demur for any reason whatsoever, time being of the essence;
- 4.6.2. Observe all the covenants, obligations and restrictions stated in this Agreement;
- 4.6.3. Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Allottee/s; and
- 4.6.4. It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.

5. Clause 4.7

The Total Consideration is only in respect of the Flat / Unit. The Developer has neither charged nor recovered any price, fee, compensation and/or consideration for the car parking space/s.

6. Clause 4.9

The Total Consideration is exclusive of Contribution, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the Premises or otherwise, now or in future. The Allottee/s confirm/s and agree/s that the Contribution, Other Charges and Taxes for the Project shall be solely borne and paid by the Allottee/s and the Allottee/s agree/s to pay the same when due or demanded, without any demur, objection or set off. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Developer, consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Developer or vice-versa on account of such liability arising out of non-payment of the aforesaid amounts by the Allottee/s.

7. Clause 4.10

In addition to the above, the Allottee/s shall also bear and pay such charges, fees, expenses as may be fixed by the Developer and also the Taxes as may be applicable for utilizing the additional facilities and amenities as provided in the Project and permitted to be utilized by the Allottee/s.

8. Clause 5.2

The Allottee/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Developer, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced and completed. The aforesaid instalments shall be paid within 7 (seven) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount or amounts.



9. Clause 5.3

In case the Allottee/s enters into any loan / financing arrangement with any bank / financial institution as envisaged at Clause 9 (Loan against the Premises) below, it shall be the sole and entire responsibility of the Allottee/s to ensure the timely payment of the Total Consideration, GST and other applicable taxes, Contribution, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder and such bank / financial institution shall be required to disburse / pay all such amounts due and payable to the Developer under this Agreement, in the same manner detailed herein.

10. Clause 5.4

In the event of delay and/or default on the part of the Allottee/s in making payment of any Taxes, GST, TDS or any other tax, levies, cess, etc., then without prejudice to any other rights or remedies available to the Developer under this Agreement or under Applicable Law, the Developer shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

11. Clause 5.5

The Developer shall not be liable to refund any amounts paid by the Allottee/s towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or the MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Allottee/s any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Allottee/s in full satisfaction of all his/her/their/its claim(s) under this Agreement and/or in or to the Premises.

12. Clause 5.6

The Allottee/s hereby agrees and undertakes that it shall be obligatory and mandatory upon the Allottee/s to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the Project and/or any part or portion thereof and such share to be determined by the Developer having regard to the area of each of the flat/unit, etc. and the Allottee/s shall not be entitled to ask for or claim adjustment or settlement of the Contribution and/or any other amounts collected by the Developer under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Land and/or any part or portion thereof. Without prejudice to any other right of the Developer under this Agreement, the Developer shall at its sole discretion be entitled to adjust the deposit(s) and/or maintenance charges and/ or any other amounts by whatsoever name called and collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Land and / or the Project or any part or portion



thereof payable by the Allottee/s under this Agreement to the Developer and/or its nominees and/or the competent authority/ies.

13. Clause 5.8

The Total Consideration to be paid by the Allottee/s to the Developer under this Agreement shall be made by cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Designated Account more particularly described in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank or financial institution with respect to the purchase of the Premises, the Allottee/s undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution disburses / pays all such amounts forming part of the Total Consideration as due and payable to the Developer on the respective dues date/s through an account payee cheque / demand draft / pay order / wire transfer / any other instrument in favour of the Designated Account, as the case may be. Any payment made in favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Developer as mentioned above shall not be treated as payment towards the Premises and shall be construed as a breach on the part of the Allottee/s.

14. Clause 5.9

The payment towards the Contribution, Other Charges and Taxes shall be made by the Allottee/s to the Developer in accordance with the demand raised by the Developer in such account as may be directed by the Developer.

15. Clause 5.10

The Developer shall have a first and prior charge on the Premises with respect to any amounts due and payable by the Allottee/s to the Developer under this Agreement.

16. Clause 5.11

Notwithstanding anything to the contrary contained herein, it is agreed that the Developer shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Developer either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee/s to the Developer under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Developer may in its sole discretion deem fit.

17. Clause 6.1

Title:



The Allottee/s further confirms and warrants that the Allottee/s has / have independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves in respect of the title of the Developer to develop the Land and waives his/her/their right to raise any queries or objections in that regard. The Allottee/s further confirms that the Allottee/s was / were provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Allottee/s further confirms that the queries raised by him/her/them with regard to the Premises, the Project, the Land and the terms hereof have been responded to by the Developer to the satisfaction of the Allottee/s. The Allottee/s confirms that the Allottee/s has / have been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Allottee/s has / have decided and agreed to enter into this Agreement and has agreed to purchase the Premises on the terms and conditions set out in this Agreement. The Allottee/s has / have accepted the right, title and interest of the Developer and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has / have agreed to purchase the Premises based on the terms and conditions stated hereunder and that the Developer shall not be held liable for any representations / commitments / details / information, not stated in this Agreement, provided by the real estate agent / broker / channel partner or otherwise, of whatsoever nature.

18. Clause 6.4

6.4. The Allottee/s has/have been apprised and made aware and the Allottee/s agree/s, acknowledge/s and confirm/s:

- 6.4.1 The development of the Project may / is being undertaken as per the layout plan approved in respect of the Project, on such terms and conditions as the Developer may deem fit and proper;
- 6.4.2. In the course of development of the Project, the Developer shall be entitled to amend or substitute the layout plan (including the Amenities of the Project), building plans, floor plans (save and except the Unit), elevations and designs from time to time in accordance with Applicable Laws and the Allottee/s further agrees, acknowledges and confirms that consent / permission of the Allottee/s shall not be required for the same as long the area of the Flat/ Unit remains unaltered. In any event, the Developer proposes to amend the layout plan with respect to the Project so far as the same does not affects the Flat/Unit, the consent / permission of the Allottee/s is not required;
- 6.4.3. The Developer shall be at liberty and be entitled to amend the building plan in respect of the structures on the Land as it may deem fit and proper;
- 6.4.4. The Developer has procured certain development approvals till date in respect of the Project, which are uploaded on the MahaRERA Portal and shall procure and upload the balance approvals on the MahaRERA Portal from time to time as required under RERA. The Allottee/s hereby consents and confirms that it shall be the sole responsibility of the Allottee/s to review and visit the MahaRERA Portal from time to time to get regular updates on the development/construction approvals of the



Project and that the Developer shall not be required to send any separate updates to the Allottee/s herein; and

- 6.4.5. The Allottee/s acknowledges the right of the Developer to amend / revise the building plans/ layout plan, in the interest of the development to be undertaken on the Land subject to provisions of the Applicable Law and hereby accord/s his / her/ their / its consent to the Developer in respect of the same. If as per the provisions of the Applicable Laws, any consent of the Allottee/s is/are required on account of there being any change in the size of the Flat / Unit, then the Allottee/s shall be deemed to have given such consent unless objected within a period of 7 (seven) days, from the date of the written intimation.
- 6.4.6. The Allottee/s is aware of and acknowledges that various undertakings have been furnished by the Developer / the pre-decessors in title of the Developer to the MCGM / concerned authorities in relation to various approvals and permissions obtained from the MCGM / concerned authorities from time to time, and the Allottee/s together with the other allottee/s of premises in the Building shall comply with and be bound by the terms and conditions of such undertakings.

19. Clause 7.2 to 7.17

- 7.2. The Allottee/s hereby grants his/her/their irrevocable authority, permission and consent to the Developer, that the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose of any part or portion of the Project, as the Developer may deem fit.
- 7.3. The Allottee/s and /or the Organization shall not have any objection to the aforesaid and the Allottee/s does hereby grant his/her/their irrevocable consent to the Developer to carry out the necessary acts, deeds, matters and things.
- 7.4. Hereafter, if any further or other FSI including fungible FSI, future FSI, premium FSI, incentive FSI or development potential by whatever name called is permitted to be utilized on the Land in accordance with the Applicable Law, the same shall inure to the benefit of the Developer. If the FSI in respect of the Land is increased by the Sanctioning Authorities or any other authority and/or additional construction is permissible on the Land for any reason including on account of transfer of development rights available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing on the Building/s on the Land, then in such an event, the Developer shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans and the Allottee/s agrees that it's the Developer's right to utilise the same as long as the total area of the Flat/Unit is not reduced. The Developer shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the said Land (including by way of FSI and TDR nomenclature in any manner including



additional / incentive / special / premium / fungible / compensatory FSI), as well as any further / future development potential capable of being utilised on the Land or any part thereof (including FSI / TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in Applicable Law or policy. Such development potential shall vest with the Developer and has been reserved by the Developer unto itself and may be utilised by the Developer as the Developer deems fit. The Developer shall always be the owner and will have all the rights, title, interest in respect of the unsold flats/unit, unallocated / unassigned car parking spaces, common areas facilities and Amenities, open spaces, lobbies, staircases, terrace, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Developer and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the Premises based on the unfettered rights of the Developer in this regard.

- 7.5. The Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Developer may in its sole discretion deem fit on the Project and on the façade, terrace, compound wall or other part of the Building. The Developer shall also be entitled to place, select, decide hoarding/board sites. The Developer shall be entitled to grant such permission for Neon Signs, MS Letters, Vinyl & Sun Boards and such other displays to the allottee/s of the Units.
- 7.6. The Allottee/s is aware that the Developer may construct [●] Duplex Flats on the topmost floor of the New Building which shall have certain additional exclusive amenities including but not limited to a private terrace, exclusive entrance lobby and dedicated/priority elevator (collectively "Duplex Exclusive Amenities") which shall be for the sole and exclusive use of the allottee/s of the Duplex Flats. The Allottee/s confirms that they shall not be entitled to use the Duplex Exclusive Amenities and shall at no point raise any claim or demand in this regard. The Allottee/s confirm that the allottee/s and occupant/s of the Duplex Flats shall be entitled to use all the Common Areas and Flat Exclusive Amenities of the Project jointly with the other allottee/s of Flats in the New Building. Upon receipt of intimation from the Developer that the Duplex Flats have been sold, the Allottee/s shall ensure the passing of a resolution in the Annual General Meeting of the Association wherein the Association and its members jointly/severally will ratify the additional rights and entitlement of the allottee/s of the Duplex Flats and the exclusively entitlement to the Duplex Exclusive Amenities and shall unconditionally agree not to raise any dispute / claim against Developer or the allottee/s of the Duplex Flats in this regard.
- 7.7. Further, the Allottee/s is aware that the Developer will provide car parking spaces in the basement level and a separate service road to access the car parking spaces in the basement level and/or Unit/s which shall be for the sole and exclusive use of the allottee/s of the Units. The Allottee/s



confirm that they shall not be entitled to use the Unit Exclusive Amenities and shall at no point raise any claim or demand in this regard. Upon receipt of intimation from the Developer that the Units have been sold, the Allottee/s shall ensure the passing of a resolution in the Annual General Meeting of the Association wherein the Association and its members jointly/severally will ratify the additional rights and entitlement of the allottee/s of the Units and the exclusively entitlement to the Unit Exclusive Amenities and shall unconditionally agree not to raise any dispute / claim against Developer or the allottee/s of the Units in this regard.

- 7.8. The Developer shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper (including but not limited to any of its group company/entity) ("**Facility Management Agency**") to manage the operation and maintenance of the Project including but not limited to the Amenities, STPs, garbage disposal system and such other facilities that the Developer installs and intends to maintain for a period of at least 5 (five) years after the Project is fully developed and occupation certificate for the last building is obtained from the Sanctioning Authority and for any subsequent period (at the discretion of the Developer) for such remuneration/fee (and escalation thereto) as may be applicable. The Developer shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Developer may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure and the Amenities until the aforesaid period. It is hereby clarified that either the Developer or the Facility Management Agency shall have a right to recover the amounts from the various allottees in the Project towards the maintenance and outgoings for upkeep and maintenance of the Project.
- 7.9. In such event, the Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer or the Facility Management Agency, including without limitation, payment of the Allottee/s's share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Developer, the Allottee/s shall in accordance with such instructions either pay the aforesaid project management fees directly to the Developer or the Facility Management Agency.
- 7.10. It is hereby clarified that the Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Allottee/s, the association for any act, deed, matter or thing committed or omitted to be done by the Facility Management Agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in the course of such maintenance, management, control and regulation of the Project.
- 7.11. The rights of the Allottee/s and the allottees of other flats/units in the Project shall be subject to and shall not dilute the overall authority, control and right of the Developer in respect of any of



the matters concerning the Project, the construction and completion thereof and all the amenities pertaining to the same. The Developer shall have the absolute authority and control as regards the unsold flats/units forming part of the Project and the disposal thereof. The Developer shall be liable to pay only the municipal taxes at actuals for each unsold flat/s, in respect of the unsold flats forming part of its entitlement in the Project. In case the Association/ Organization is formed before the disposal by the Developer of all the flats/units then the Developer, shall at its option (without any obligation) join as a member in respect of such unsold flats, forming part of the Developer and as and when such flats are sold, the Organization shall admit such allottee/s of such flats as the member/s without charging any premium/charges or extra payment.

- 7.12. Till the entire development of the Land is completed and handed over by the Developer to the Association / Organization, the Allottee/s shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted areas and/or open spaces, gardens, infrastructure facilities, and/or any other amenities.
- 7.13. Subject to the provisions of the Applicable Laws, the Developer shall be entitled to make variations / re-locations in water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, the Amenities of the Project and their dimension as the Developer deems fit.
- 7.14. In the event, the Developer has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Allottee/s to the Developer in proportion to the carpet area wherever applicable of the Premises or otherwise as may be determined by the Developer under the head Other Charges. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Developer shall enclose the requisite notification / order / rule / regulation / letter / notice published / issued in that behalf along with the demand letter which will be issued by the Developer and the Allottee/s shall be liable to pay such amounts to the Developer, within 15 (fifteen) days of such demand being made by the Developer.
- 7.15. The Developer shall be entitled to designate any spaces/areas in the Land, or any structure constructed thereon or any part thereof to third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the New Building to be constructed thereon. Such designation may be undertaken by the Developer on lease, leave and license basis or such other method as it may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Developer may require and may be utilised in common by occupants of flats in the Building, as the case may be. The Developer and its workmen / agents / contractors / employees



and/or occupants of the neighboring buildings and any third-party contractors shall be entitled to access and service such infrastructure and utilities over the Project or any part thereof, as the case may be, without any restriction/obstruction/ inconvenience from the Allottee/s.

7.16. The Developer shall always have the right and be entitled to purchase and acquire TDR and other FSI from any person and consume the same on the Land or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Developer deems fit and proper and the Allottee/s agrees that the Developer is entitled to the aforesaid as well as the rights of the Developer to revise and modify the Project plans including the building plans / the layout plan from time to time.

7.17. The Developer shall be entitled to give portion of the Land on lease basis, to such third-party service provider, for an electric sub-station, as may be required under the provisions of the applicable laws.

20. Clause 9

LOAN AGAINST THE PREMISES

9.1. It is hereby further expressly agreed that if the Allottee/s approaches / has approached any bank / financial institution / or any other lender (hereinafter referred to as "**Allottee/s's Lender**") for availing of a loan in order to enable the Allottee/s to make payment of the Total Consideration, Contribution, Other Charges and Taxes or part thereof in respect of the Premises to the Developer and/or mortgaged / mortgages the Premises with the Allottee/s's Lender (which is to be subject to issuance by the Developer of a no-objection letter in favour of the Allottee/s's Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Allottee/s to ensure the timely payment of the Total Consideration, Contribution, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder. Further, the Developer shall not be liable or responsible for the repayment to the Allottee/s's Lender of any such loan amount or any part thereof taken by the Allottee/s. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to the Allottee/s's Lender shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, Other Charges and Taxes) payable hereunder have not been paid, the Developer shall have a lien on the Premises to which the Allottee/s has/have no objection and hereby waives his/her/their/its right to raise any objection in that regard.

9.2. The Allottee/s hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Allottee/s, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining the prior written



permission of the Developer and the Allottee/s's Lender. The Developer shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee/s to inform the Association / Organization about the lien/charge of such Allottee/s's Lender and the Developer shall not be liable or responsible for the same in any manner whatsoever.

- 9.3. Notwithstanding anything contained herein, it shall always be obligatory on the part of the Allottee/s to pay the installments of the Total Consideration, Contribution, Other Charges and Taxes as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the Total Consideration, Contribution, Other Charges and Taxes irrespective of the fact that the Allottee/s has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration, Contribution, Other Charges and Taxes on time and on the due dates on the basis that the Allottee/s has / have applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the installments of the consideration amount, the Developer shall be entitled to enforce their rights as mentioned herein.
- 9.4. The Allottee/s shall indemnify and keep indemnified the Developer and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Developer and its successors and assigns may suffer or incur by reason of any action that the Allottee/s's Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the loan in respect of the Premises. Notwithstanding the provisions hereof, the Allottee/s hereby agrees and undertakes that the Developer shall have first lien / charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Developer and the Allottee/s further undertakes to reimburse the same to the Developer without any delay, default or demur.
- 9.5. After the Developer executes this Agreement he shall not mortgage or create a charge on the Premises 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/s who has taken or agreed to take such Premises.

21. Clause 10.3 to 10.5



- 10.3 On the cancellation as mentioned above, simultaneously with the refund, the Allottee/s shall execute a Deed of Cancellation in respect of the Premises with the Developer and hand over all original documents executed in respect of the Premises including this Agreement for Sale.
- 10.4. It is hereby agreed between the Parties that, receipt of the aforementioned refund either under Clauses 10.2 or 10.3 above, as the case may be, by way of cheque, if any, sent by registered post acknowledgment due at the address mentioned above, whether encashed by the Allottee/s or not, will be considered as the payment made by the Developer towards such refund and the liability of the Developer in terms of the refund shall come to an end forthwith. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Developer or against the Premises. The Developer shall be entitled to re-sell/re-allot the Premises to a third party, from the date of the termination of this Agreement without any reference/recourse to the Allottee/s and the only claim that the Allottee/s shall have against the Developer would be refund of the aforesaid amounts as stated in clause 10.2 hereinabove.
- 10.5. If the Allottee/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developer under this Agreement, seeks a loan from the Allottee/s's Lender against the security of the Premises subject to the consent and approval of the Developer, then in the event of (a) the Allottee/s committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Developer exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the termination. The Allottee/s shall, within a period of 5 (five) days from receipt of instructions / request from the Developer, obtain the necessary letter from such Allottee/s's Lender stating that the Allottee/s has / have cleared the mortgage debt and cause the Allottee/s's Lender to release its mortgage on the Premises by executing and registering necessary documents / writings / agreement to give effect to such release ("**Deed Re-Conveyance / Release**") or execute such tri-partite agreement (executed between the Allottee/s, the Allottee/s's Lender and the Developer), as maybe required and handover this Agreement in original to the Developer. On receipt of such letter from the Allottee/s's Lender and the Deed of Re-Conveyance / Release or such tri-partite agreement and this Agreement in original, the Allottee/s shall be (subject to what is stated in clause 10.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Developer towards the Premises excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Allottee/s has / have applied for the loan to the Allottee/s's Lender and further irrespective of the fact that the loan is under process and sanction is awaited and/or is rejected. In the event, the Allottee/s fails to obtain a Deed of Re-conveyance / Release within a period of 5 (five) days as aforesaid the Developer shall be entitled to levy a penalty aggregating to 10% of the Total Consideration and the Developer shall be at liberty to re-sale/ re-allot the Premises to third



parties and the Developer shall, at its discretion be entitled to pay to the Allottee/s's lender an amount equivalent to the amount to be refunded to the Allottee/s in accordance with this Agreement (after applicable deductions).

22. Clause 11.2

Common Areas, Facilities and Amenities

11.2.1. The Allottee/s shall not have any right, title, interest, etc. in respect of the Common Area listed in **Annexure "E"** or the Amenities of Project annexed hereto and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Common Area and Amenities of Project in common with other allottee/s and users in the Project. The Allottee/s undertake/s to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

11.2.2. The Common Area and Amenities of Project and any other areas as may be designated by the Developer in / on the Land shall be an integral part of the development of the Land and Project and neither the Allottee/s nor any person or entity on the Allottee/s' behalf and / or through the Association / Organization shall, at any time claim any exclusive rights with respect to the same.

11.2.3. It is also clarified that certain facilities shall have usage charges and the same shall be paid by the Allottee/s as and when demanded by the Developer along with applicable taxes thereon.

11.2.4. The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the Premises, subject to the terms and conditions of this Agreement.

11.2.5. It is further clarified that the Allottee/s of the Units will only be liable to pay the charges for the Common Areas that are available for use to the Allottee/s of the Units.

11.2.6. The Allottee/s for the Flats and the Units will bear the charges for Amenities in the following manner:

- i. The Allottee/s of Flat/Unit shall incur the expenses for the Common Amenities as per the actual consumption by respective Allottee/s premises (if available for each allottee/s). In case the actual consumption cannot be identified, then in the proportion of the carpet area of the respective Flat / Unit to the total Carpet Area of all the Flats / Units,
- ii. The Duplex Flat Allottee/s shall incur the complete costs for Duplex Flat Exclusive Amenities as per the actual consumption by respective Allottee/s premises (if available for each allottee/s). In case the actual consumption cannot be identified, then in the proportion of



- the carpet area of the respective Duplex Flat to the total Carpet Area of all the Duplex Flats,
- iii. The Flat Allottee/s and the Duplex Flat Allottee/s shall incur the expenses for the Flats Exclusive Amenities as per the actual consumption by respective Allottee/s premises (if available for each allottee/s). In case the actual consumption cannot be identified, then in the proportion of the carpet area of the respective Flat to the total Carpet Area of all the Flats, and
 - iv. The Unit Allottee/s shall incur the expenses for the Unit Exclusive Amenities as per the actual consumption by respective Allottee/s premises (if available for each allottee/s). In case the actual consumption cannot be identified, then in the proportion of the carpet area of the respective Unit to the total Carpet Area of all the Units.

23. Clause 11.3.1 and 11.3.2

11.3.1 The possession of the Premises shall be offered by the Developer to the Allottee/s after the Premises is ready for use and occupation and after the occupation certificate in respect of the Premises is obtained, provided all the amounts towards the Total Consideration, Contribution, Other Charges and Taxes and all other amounts due and payable by the Allottee/s under this Agreement are duly paid by the Allottee/s. The Developer shall endeavour to offer possession of the Premises to the Allottee/s on or before the Possession Date, set out in **Second Schedule** hereunder written. Provided however, it is hereby clarified and agreed by the Allottee/s that in the event, even after receipt of occupation certificate, if the Government authorities are unable to provide necessary infrastructure facilities owing to shortage of such infrastructure, then, the Developer shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Project. The Allottee/s hereby expressly confirms that the Allottee/s shall not raise any objection in that regard and shall accept possession of the Flat / Unit from the Developer.

11.3.2. The Allottee/s hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Allottee/s hereby acknowledges that the water connection from the concerned authority shall be subject to availability and the rules, regulations and bye-laws of the concerned authority and agrees not to hold the Developer responsible and liable for the same. The ad-hoc maintenance charges shall become payable at the time of handover of possession of the Premises and shall be charged at rate that is prevailing at the time of handover of possession of the Premises.

24. Clause 11.3.4.

It is expressly clarified by the developer and agreed by the Allottee/s that if the Allottee/s desires any modification/s in the specification/s and amenities to be provided in the said premises and offers to make payment of the additional charges for such modification to the Developer in advance



and if the Developer accepts such offer, then the time required for such modification shall be added to the time for delivery of possession of the said premises to the Allottee/s.

25. Clause 11.3.8

The Allottee/s agrees that the return of the payment mentioned in clauses 11.3.5 above constitutes the Allottee's sole remedy in such circumstances and the Allottee/s foregoes and waives any and all of his/her/their rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

26. Clause 11.3.11 to 11.3.13

11.3.11 The Allottee/s shall, prior to taking possession of the Flat / Unit examine and satisfy himself/herself/itself with the carpet area of the Flat / Unit and the specifications provided in the Flat / Unit. Thereafter, the Allottee/s shall have no claim against the Developer with respect to the Flat / Unit or any other Amenities of the Project or specification allegedly not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise. It is clarified that the Developer shall not be liable or responsible to make good / repair any damage caused by the Allottee/s or its representatives to the Flat / Unit and / or the amenities / fixtures provided in the Flat / Unit at the time of examination of the Flat / Unit as set out above.

11.3.12. In spite of all the necessary steps and precautions taken while designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s / occupants of the other flat / unit in the Project. The Allottee/s agree(s) and covenant(s) not to hold the Developer liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s / occupants of the Project and the Allottee/s shall not raise any claim(s) against the Developer in this regard.

11.3.13. Provided further, if any defect or damage is found to have been caused due to the negligence of the Allottee/s or any other allottee/s or his/her/their agents or structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Flat / Unit other than for its intended purpose or such other reasons attributable to the Allottee/s, then the Developer shall not be liable for the same.



27. Clause 11.4

Transfer of the Premises

It is agreed that until the date the Developer offers possession of the Premises to the Allottee/s and the Developer receives the Total Consideration, Contribution, Other Charges and the Taxes and all amounts due and payable from the Allottee/s ("**Lock-in Period**"), the Allottee/s shall not be entitled to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Premises or dispose of or alienate otherwise howsoever, the Premises and/or his/her/its rights, entitlements and obligations under this Agreement, save and except with prior written permission of the Developer (with a view to maintain price parity) and subject to such terms and conditions and such charges as the Developer may deem fit and proper. The Allottee/s acknowledge/s the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Allottee/s agree/s to abide by the same. In the event, the Allottee/s assign(s)/transfer(s) its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Developer shall be entitled to terminate this Agreement and the consequences of termination as set out in this Agreement shall become applicable.

28. Clause 12.4

The Allottee/s is / are aware that the Land is held by the Developer as a Lessee and MCGM is the Lessor and the assignment or sub-lease(as the developer may decide at its sole discretion) of such land in favour of the Association / Organization shall be subject to the terms and conditions of permission / allotment / grant by MCGM or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of assignment. Any premium or such other amount by whatever name called payable for the assignment of such land shall be borne by the Association / Organization.

29. Clause 12.6

12.6 The Transfer Document to be executed in favour of such Organization shall inter alia contain the following:

The right of the Developer to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Developer the entire sale proceeds thereof and the obligation of the Organization to admit such Allottee/s of the premises comprised in the new construction as its member without charging any additional amount;

12.6.1. The obligation of the Organization to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the Project and/or the Land and/or any portion thereof;



- 12.6.2. The obligation of the Organization to bear and pay any contribution of costs, charges and expenses as may be levied by the Developer;
- 12.6.3. Declaration and undertaking by the Organization that the Organization shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit the same on the Land or any part thereof and/or upon the buildings constructed thereupon in such manner as they deem fit and the Organization shall not have any objection in this regard;
- 12.6.4. The confirmation of all the rights and entitlements of the Developer under this Agreement;
- 12.6.5. The confirmation and acceptance of all the obligations of the Allottee/s under this Agreement.

30. Clause 17 **INDEMNITY**

The Allottee/s shall indemnify and keep indemnified the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement, (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/its obligations under this Agreement, (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control, and (d) Allottee/s non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

31. Clause 20.2 to 20.7

- 20.2. It is hereby agreed that it shall be the obligation of the Developer to comply with and fulfil all the obligation, commitments, terms as they may have agreed with their respective Allottee/s, save and except as set out herein.
- 20.3. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.



- 20.4. Any delay, tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Allottee/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice or affect the rights of the Developer, as the case may be.
- 20.5. If there is more than one Allottee/s named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several.
- 20.6. All taxes, charges, levies, past, present or future including but not limited to GST or any other impositions, interest, penalties, surcharges or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the Project, or (iii) on the consideration and other amounts payable by the Allottee/s to the Developer, or (iv) otherwise shall be to the account of the Allottee/s alone and the Developer shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee/s over and above the consideration of the Premises and the Developer's decision as regards the quantum of the same shall be final and binding on the Allottee/s.
- 20.7. The permanent account number details of the Parties are as follows:

Name of the Party	Permanent Account Number Details

32. Clause 22

CONFIDENTIALITY

- 22.1 The Allottee/s hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced or copied to any third party or used otherwise without the prior written consent of the Developer. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Premises and is legally binding on the Allottee/s and shall always be in full force and effect.



- 22.2 The Allottee/s shall not make any public announcement regarding this Agreement without prior consent of the Developer.
- 22.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if:-
- (i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
 - (ii) such disclosure is required in connection with any litigation; or
 - (iii) such information has entered the public domain other than by a breach of the Agreement.

M/s. Harbour Front Properties LLP

Shri Dinesh Maheshwari

DIN : 08238245

Designated Partner

Date: 30.05.2023

