

## **RAJIV CONSTRUCTION COMPANY DEVELOPERS**

Ground Floor, Anand Kanchan, P M Road, Vile Parle East, Mumbai- 400057

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Date: 18/07/2025

**TO,**

The Maharashtra Real Estate Regulatory Authority  
6<sup>th</sup>& 7<sup>th</sup> Floor, Housefin Bhavan,  
Plot no.C-21, E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai – 400051

**Sub.: Deviation Report with respect to model copy of Agreement for Sale of redevelopment of the said project on the property being all that pieces and parcels of land bearing Survey No. 101 – A, Hissa No. 1/A (pt), CTS No. 193, 193/1 to 32 and CTS No. 167 (part) total admeasuring 3023 sq. mtrs. situate at Kadam wadi, Kadam wadi Road, Andheri (East) of Village Kondivita, Taluka Andheri M.S.D. in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.**

**Sir,**

We have covered all the non negotiable clauses as per the model draft of RERA in Agreement for sale uploaded on RERA site as per Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 207 vide notification no. RERA 2016/CRno.79/DVP-2 dated 20<sup>th</sup> April 2017.

The following are the Variation in the AFS :

- 4.2 The aforesaid Sale Consideration has been determined after providing appropriate rebate to the Allottee/s for agreeing to make payment as per the aforesaid installments as against the option of payment of the Sale Consideration in installments in the manner stipulated in the RERA Rules. Further the aforesaid Sale Consideration has been determined after taking into consideration direct and indirect benefit of set-off of GST available to the Promoter.
  
- 4.4 If any Taxes, Cess or any other similar taxes (whether retrospective or prospective in nature) arise or are levied hereafter, upto the date of handing over of Possession of the said Premises, then the same shall be borne and paid by the Allottee/s same. It is further agreed that the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.



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### **8. AMENITIES**

8.1. The fixtures, fittings and amenities to be provided by the Promoter in the said Premises are those that are set out in the list hereto annexed at Annexure “ ”. The Allottee/s agrees that, if there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, the Promoter shall, at it's discretion, be entitled to modify or change the fixtures, fittings and amenities to be provided in the said new Building and/or the said Premises. In such circumstances, the Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/ on time the possession of the said Premises to the Allottee/s. The fixtures, fittings and amenities being provided by the Promoter in the said Premises are free of cost and the Allottee/s agrees not to claim any reduction or concession in the Sale Consideration and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

### **11. POSSESSION**

11.1 The Promoter shall, subject to force majeure conditions, complete construction of the said new Building and offer possession of the said Premises to the Allottee/s (subject to and only after the Allottee/s shall have made full payment of the Sale Consideration and all other amounts and have complied with the terms of this Agreement) on or before 31/12/2027 (“**Possession Date**”);

11.2 Provided however that the time for offering possession of the said Premises shall stand extended if construction of the said Building is delayed on account of-

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

11.3 **Procedure for taking the Possession** - If the Promoter fails to offer possession of the said Premises on or before 31/12/2027 or the extended period, if any (on account of the circumstances recited in the afore-stated clause 11.2), then and in such event, the Allottee/s shall have an option to either:

- (i) give notice to the Promoter for termination of this Agreement and the Promoter shall within 3 (three) months from receipt of such termination notice, refund to the



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Allottee/s the amounts that may have been received by the Promoter from the Allottee/s towards the Sale Consideration along within the rest at the rate specified under the RERA Rules from the date the Promoter received such amounts till repayment and on such refund and payment neither party shall have any claim against the other in respect of the said Premises or under this Agreement and that the Allottee/s shall issue a no dues certificate in favour of the Promoter upon the Promoter making the said payment to the Allottee/s. Upon such termination by the Allottee/s, the Allottee/s shall only be entitled to the amount receivable from the Promoter and he/she/they shall not have any claim in respect of the said Premises or any other claim either under this Agreement or otherwise against the Promoter and that simultaneously against receiving the amount receivable from the Promoter as stipulated herein the Allottee/s shall be bound to issue a no dues certificate in favour of the Promoter and sign and deliver in favour of the Promoter a deed of cancellation of the said Premises in such form as the Promoter may require. On receiving notice of termination from the Allottee/s, the Promoter shall be at liberty to sell, transfer or dispose of the said Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

**OR**

(ii) in the event the Allottee/s does not intend to withdraw from the Project, then the Promoter shall pay interest at the rate specified under the RERA Rules for every month of delay from the Possession Date, on the amount paid by the Allottee/s towards the Sale Consideration. The interest shall be paid by the Promoter to the Allottee/s till the date of the Promoter offering to hand over the possession of the said Premises to the Allottee/s at the time of offering possession of the said Premises to the Allottee/s. The Promoter shall be entitled to adjust amount payable by them towards the said interest, against any amount if any recoverable by the Promoter from the Allottee/s.

11.4 The Allottee/s hereby acknowledges and agrees that he/she/they shall, within a period of 15 (fifteen) days from the date of such failure to deliver possession of the said Premises, choose either of the aforesaid remedies and not both. If the Allottee/s fails to choose either of the aforesaid remedies within the said period, it shall be deemed that he has accepted sub-clause 11.3 (ii) hereinabove and shall accordingly be entitled to interest only. It is further agreed between the parties hereto that incase the Allottee/s elects his/her/their remedy under Sub-Clause 11.3(ii) above, then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Sub-Clause 11.3 (i) above.



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11.5 The Allottee/s shall take possession of the said Premises within 15 (Fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Premises is ready for use and occupation and offering possession of the same to the Allottee/s (**'Notice of Possession'**). The Allottee/s shall be titled to inspect the said Premises before taking possession and shall before taking possession of the said Premises sign and deliver to the Promoter necessary writing, undertaking and such other documentation as may be required to be delivered to the competent authorities and/or as may be required by the Society/ Promoter. Commencing from the expiry of 15 (Fifteen) days from the date of Notice of Possession the said Premises shall be at the risk of the Allottee/s (irrespective of whether possession of the said Premises is actually taken by the Allottee/s or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury to the said Premises.

11.6 On and from the date of Notice of Possession or the date of the Allottee/s entering upon the said Premises for making furniture etc. (whichever is earlier), the Allottee/s shall become liable to pay proportionate taxes and outgoings in respect of the said Premises.

11.7 **Time is of the essence for the Promoter as well as the Allottee/s.** The Promoter shall abide by the time schedule for completing and handing over possession of the said Premises to the Allottee/s and the common areas to the Society, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment of the Sale Consideration and other dues payable by him/her and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided in clause 4.1 above.

### **15. FORMATION OF THE SOCIETY AND OTHER SOCIETIES:**

15.1 The Promoter shall if permitted under law, take steps for the formation of a separate co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 (or any re-enactment) in respect of the Project in which the Allottees of the flats in the Project alone shall be admitted as members (**"the Society"**), as per the provisions of applicable law. Provided however that the Promoter may at its discretion become member of the Society in respect of unsold flats if any in the said Building.

15.2 The Allottees shall, along with other Allottees of flats in the Project, join in forming and registering the Society;



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- 15.3 For this purpose the Allottees shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottees, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottees if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;
- 15.4 The name of the Society shall be solely decided by the Promoter.
- 15.5 The Society shall admit all Allottees of flats in the said Building as members, in accordance with its bye-laws.
- 15.6 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Project, if any. The Allottees of the unsold flats of the Promoter and/or rights of the Promoter shall be entitled and obliged to become member/s of the Society without being required to pay any transfer fees or charges and with same rights and benefits as that of other members.
- 15.7 It is agreed and understood by the Allottees that the Promoter may opt, in their own discretion, to form separate co-operative housing society/ies, for separate wing/s within the Project.
- 15.8 The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and its members/intended members including the Allottees, as the case may be, and the Promoter shall not be liable towards the same.

### **16. CONVEYANCE/LEASE TO THE SOCIETY AND OTHER SOCIETIES:**

- 16.1 Within three months from receipt of the Building Completion Certificate or Occupation Certificate of the said Building, the Promoter shall execute/ cause to execute the conveyance/Lease in respect of the said property and the conveyance



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of the said Building in favour of the Society, provided however that the stilts, land appurtenant and other open area shall be retained by the Promoter and shall not be transferred to the Society until completion of entire permissible construction on the said Property (“**Society Conveyance/Lease**”). The costs, expenses, charges, levies and taxes on the Society Conveyance/Lease and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society and its members alone.

**16.2** The Promoter shall execute and register similar conveyance/lease in respect of other building/s constructed on the said Property in favour of societies formed of Allotees of flats in such buildings (‘**Other Societies**’).

**17. FORMATION OF THE APEX BODY:**

**17.1** Within a period of 3 (three) months from the date of obtaining the Building Completion Certificate or Occupation Certificate of the last project / last building in the layout of the said Property, the Promoter shall submit application/s to the Competent Authority to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).

**17.2** The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and Other Societies and/or Apex Body and/or proportionately by members/intended members of the Society and other Societies, and the Promoter shall not be liable towards the same.

**20.4 It is a vital and integral term and condition of this Agreement that:**

- (a)** The right or interest which is to be created in favour of the Allottee/s, is limited and restricted to the said Premises.
- (b)** The common areas and facilities, recreational amenities and other facilities are for common use of all Premises purchasers/Allottee/s of the Project including such further or future phase/s of the development as may occur over time.
- (c)** No right or interest, of any sort or nature whatsoever, shall be claimed by the Allottee/s in respect of aforesaid common areas and facilities and/or rights, if any, appended to any other Premises comprised in the new Building and/or the residential wing and/or the Project Land.



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- (d) No sub-division would be made of the Project Land and no sub-division shall be demanded or asked for by the Allottee/s.
- (e) The Promoter shall determine the manner in which the use of common areas and facilities shall be available to the Allottee/s as also to the members in the new Building.

### **34. STAMP DUTY AND REGISTRATION**

34.1 The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s. The Promoter shall not be bound and liable to pay any stamp duty, registration charges and/or any other expenses and will not be responsible for consequences of non-payment and/or insufficient payment of stamp duty, registration charges due from the Allottee/s in respect of this Agreement. The Allottee/s shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

Deviation Clause	Original RERA MODEL AFS Clause
4.2	1 (f)
4.4	1 (d)
8.1	5
11.1	6
11.2	6
11.3	6 & 7.1
11.4	6 & 7.1
11.5	7.1 & 7.3
11.6	9.3
11.7	2.1
15 to 17	9, 9.1 & 9.2
20.3	14
20.4	16
34.1	29



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**II) The Below Highlighted Clauses in Colour are the New Clauses in our model Agreement for Sale.**

4.6 This Agreement shall not create any right, interest and/or claim in favour of the Allottee/s in respect of the said Premises unless and until the entire Sale Consideration and all amounts due and payable by the Allottee/s under this Agreement have been duly paid by the Allottee/s to the Promoter and the Allottee/s has not committed breach of any of the terms of this Agreement.

4.7 The Allottee/s agrees to accept certificate of architect or supervisor of the Promoter certifying area of the said Premises as final and shall not dispute the same. The Allottee/s also agrees to accept certificate of architect or supervisor of the Promoter certifying stage of completion of the said Building/work done, based on which the any installment of the Sale Consideration or any other amount payable by the Allottee/s may have become due.

4.9 The payment/s made by the Allottee/s to the Promoter shall be appropriated in the following manner: -

4.9.1 firstly, towards recovery of GST/any tax or cess recoverable from the Allottee/s;

4.9.2 secondly, towards interest if any recoverable from the Allottee/s;

4.9.3 Balance remaining thereafter towards the principal sum of the installment/s of the Sale Consideration.

The Allottee/s shall continue to be liable to pay interest to the Promoter on amount which may remain unpaid/outstanding subject to applicable laws and not affecting RERA rights.

7.5 Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the said Premises to any other person and at such price as the Promoter may in its absolute discretion think fit.

7.6 Consequent upon such termination of this Agreement, the Promoter shall only be liable to refund to the Allottee/s, without any interest and within a period of 30(thirty) days of termination, the amounts which may till then have been paid by the Allottee/s towards the Sale Consideration, subject to the deduction of (a) booking amount from the total amount of the Sale Consideration, towards agreed liquidated damages payable by the Allottee/s to the Promoter, (b) the interest on any overdue payments recoverable from the Allottee/s, (c) brokerage charges paid to channel partners/brokers, (d) administrative charges as per the Promoter's policy and (e) all taxes paid by the Promoter to the Authorities. The amount so payable by



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the Promoter to the Allottee/s shall be the full and final settlement of all rights, claims and demands of the Allottee/s under this Agreement/ in respect of the said Premises.

- 7.7 It is clarified that the Promoter shall not be liable to refund to the Allottee/s any other amount paid or incurred by the Allottee/s including amounts paid by the Allottee/s towards stamp duty, registration charges, interest on arrear/s if any, GST and/or any tax or cess.
- 7.8 If the Allottee/s shall have availed a loan from a bank or any other lender ('the Lender') against security of the said Premises, then, in the event of (a) the Allottee/s deciding to cancel this Agreement, or (b) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall be liable to repay the mortgage debt to the Lender within seven days of the said cancellation/termination. Further in such event the amount/s to be refunded by the Promoter to the Allottee/s shall be refunded by the Promoter to the Lender and the Promoter shall have irrevocable authority to obtain release of charge of the Lender and obtain from the Lender the original agreement for sale and/or any other document relating to the said Premises. If there is any shortfall, then the Allottee/s shall be liable to pay the same to the Lender and ensure that the said Premises shall stand released from the charge of the Lender. Notwithstanding the above, the Allottee/s' obligation to the Lender to repay shall remain absolute and unconditional.
- 7.9 Simultaneously against the Promoter refunding the amount/s, if any, refundable to the Allottee/s or if nothing is refundable to the Allottee/s then upon demand by the Promoter, the Allottee/s shall sign and deliver to the Promoter, a deed of cancellation, in such form as may be required by the Promoter and if the Promoter shall require to register such deed of cancellation then the Allottee/s shall admit execution of such deed of cancellation before the sub-registrar of assurances on such date and time asset by the Promoter. Right of the Promoter to sell the said Premises to anyone else and all other rights of the Promoter arising upon termination of this Agreement shall remain unaffected irrespective of the Allottee/s having signed such deed of cancellation.
- 7.10 Until the Allottee/s shall have made payment of the entire Sale Consideration and all other amounts payable by the Allottee/s to the Promoter, with interest, if any, the Allottee/s shall not be entitled to possession of the said Premises. Subject to the conditions herein contained, sale and transfer of the said Premises by the Promoter in favour of the Allottee/s shall be complete only after the entire Sale Consideration



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and all other amounts payable by the Allottee/s in terms of this Agreement are paid in full by the Allottee/s to the Promoter.

9.3 The Promoter shall be responsible to repay any loan obtained by it and shall ensure that title of the Premises/units allotted to the Allottee/s is clear and free from encumbrances.

## **10. RIGHTS OF PROMOTER**

10.1 Under the present Agreement, the Promoter has agreed to sell and transfer only the said Flat to the Allottees. It is expressly agreed that the rights of the Allottees under this Agreement are limited and restricted to the said Flat. The Promoter shall be entitled to sell, deal or dispose of other flats in any manner whatsoever to any third party and attach such rights as they may deem fit with such flats. The Promoter shall be entitled to modify or vary terms of sale of any flat and attach any other rights with any flat without any reference to the Allottees. Provided however that right of the Allottees in respect of the said Flat shall not be affected by the Promoter.

10.2 The Allottees has agreed, accepted and confirmed the Proposed Development of the Project by the Promoter in the manner more particularly described in Recital 'hh' and in conformity with the plans sanctioned/to be sanctioned, subject to further approvals and modifications to be obtained from time to time. The Promoter has agreed to sell the said Flat subject to the rights reserved by it and the Allottees has agreed to purchase the said Flat after accepting and confirming the rights reserved by the Promoter in this regard.

10.3 The Allottees has agreed, accepted and confirmed the Proposed Development of the said Property by the Promoter, in phase-wise manner, as more particularly described in Recital 'ii'. The Allottees has been made aware that the Promoter shall, as it may deem expedient, register multiple real estate project/s in respect of building/s to be constructed on the said Property. Common amenities of the Project may be in common/combined with common amenities of some other building/s to be constructed and registered as different project/s. The Promoter has agreed to sell the said Flat subject to the rights reserved by it and the Allottees has agreed to purchase the said Flat based on the rights reserved by the Promoter in this regard.

10.4 The Allottee/s hereby further gives consent to the Promoter to carry out additional construction on the terrace or otherwise in or upon any part of the said new Building as permissible under applicable law and the Allottee/s also gives consent and authority to the Promoter for the demolition, remove land relocation of the water tank, septic tank, security cabin or any other erection for the time being, if required by the Promoter, to carry out such additional construction, subject however that the Promoter shall be required to obtain consent of those Allottee/s for the proposed



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alterations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3<sup>rd</sup> of such of the Allottee/s, unless such alteration or addition is required by any Government authorities or due to change in law.

10.5 Additional construction put up by the Promoter by availing benefit of additional Floor Space Index either by constructing additional floors or in any other permissible manner will be the sole and absolute property of the Promoter alone. The Promoter shall remain entitled to put up such construction until transfer of the said Property in favour of Apex Body.

10.6 The Allottees has given consent to the following, provided that such actions do not adversely affect the said Flat and are in accordance with applicable laws and regulations. The Promoter shall not be required to obtain separate consent for the following, except where required under Section 14 of the Real Estate (Regulation and Development) Act, 2016:

- (a) any minor additions or alterations, as permitted under the Act.
- (b) any addition or alterations to any club house, common areas, amenities, etc., subject to not adversely affecting access, use or enjoyment by the Allottee.
- (c) any addition or alteration made in compliance with any direction or order issued by the competent authority or due to a change in law.
- (d) additional construction permitted under law, provided that the same does not require consent under Section 14 and does not adversely affect the location, area or enjoyment of the said Flat.
- (e) any additional construction permitted under law which does not affect the area and location of the said Flat. It is understood and acknowledged by the Allottees that the Promoter shall not be required to obtain consent of those Allottees that are not affected by the proposed alterations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3<sup>rd</sup> of such of the Allottees, of the floor or wing or Building as the case may be, affected by the proposed alterations, additions or modifications, unless such alteration or addition is required by any Government authorities or due to change in law.

10.7 The Allottees is aware that the said Building is constructed with concession in open spaces/joint open spaces. The Allottees is also aware that the Promoter has executed registered undertaking in favour of SRA for the following:-

- (a) not to misuse part/pocket terrace
- (b) not to misuse stilt
- (c) not to misuse meter room
- (d) not to misuse society office, fitness centre, ducts
- (e) not to misuse elevation treatment
- (f) not to misuse refuge area



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- (g) to demolish excess area if constructed beyond permissible FSI
- (h) to hand over setback land, if any, free of compensation
- (i) not to misuse puzzle/mechanical/stack parking system
- (j) not to misuse entrance lobby
- (k) maneuvering space for car parking is inadequate and no claims/ damages/risks shall be made against CEO (SRA) and its staff in this regard
- (l) the Allottees nor any other Allottees shall hold SRA liable for inadequate/sub-standard size of rooms in future
- (m) not to hold SRA liable for inadequate open space/s
- (n) not to hold SRA liable for failure of mechanical parking system
- (o) to keep the open spaces, parking spaces and the terrace/s open and unbuilt upon; It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/executed by the Promoter in favour of concerned bodies/authorities in respect of the said Project and/or the said Property and its development shall be binding upon the Allottees and Society/ Other Societies/Apex Body formed of the Allottees of flats. The Allottees agrees to abide by the aforesaid undertaking/s and agrees not to hold SRA liable as aforesaid.

10.8 In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the flats in the said Building, the power and authority of the Society so formed or that of the Allottees and the Allottees of other flats in the said Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Building and other buildings, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold flat and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat, if any. In case the Society is formed before the disposal by the Promoter of all the flats then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat and as and when such flat are sold, the Society shall admit such Allottees as the members without charging any premium/ transfer fees or extra payment of any nature whatsoever.

10.9 Till the entire development of the said Property is completed, the Allottees shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the



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said Property and neither the Allottees nor the Society shall object to or obstruct in the authority and control of the Promoter in this regard.

- 10.10 The Allottees shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the SRA or MCGM or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.
- 10.11 The Promoter shall be entitled to construct site offices/sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is conveyed/ assigned to the Society/ Other Societies/ Apex Body. Such rights shall continue until the entire of the said Property is developed.
- 10.12 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges,etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottees to the Promoter in proportion to the carpet area of the said Flat or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.
- 10.13 The Promoter shall have the right to allot any space in the said Property to third party service provider/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to allot any space in the said Building/the said Property to any utility provider either on leave and license or leasehold basis. Terms agreed in this regard by the Promoter shall be binding on the Allottees the society.
- 10.14 Under the present Agreement, the Promoter has given a bare permission to the Allottees, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Allottees, and Allottees shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on this account.



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- 10.15 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("Project Management Agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period of fifteen years or until the Apex Body is formed and the charge for maintenance is handed over to the Apex Body or until said Property is fully developed (as determined by the Promoter) whichever is later. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottees / occupants of the buildings that may be developed in the said Property including the Allottees on a pro rata basis as part of the maintenance/club house charges.
- 10.16 The Allottees agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Allottees share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Project and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment of fees of the Project Management Agency.
- 10.17 Subject to the obligations assumed in respect of the Project, the Promoter as sole owner of the said Property shall continue to have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion.
- 10.18 Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature, and/ or Plans / in this Agreement, the provisions of this Agreement shall prevail. The Allottees confirms and consents that the Allottees have purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 10.19 Irrespective of disputes if any, which may arise between the Promoter and the Allottees and/ or the Society/ Apex Body, all amounts contributions and deposits, including amounts payable by the Allottees to Promoter, under this Agreement, shall always be paid punctually by the Allottees, to the Promoter and shall not be withheld pending the disputes, by the Allottees for any reason, whatsoever.



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10.20 The Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its right, title and interest in the said Property and/ or the said Building and/or assign the Project to a third party provided that the same does not in any way materially prejudice the right of the Allottees in respect of the said Flat agreed to be sold to the Allottees. The Promoter shall also be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

10.21 Under the present Agreement and at this stage, Promoter intends to use actual FSI and Fungible FSI along with any additional FSI/ TDR available on payment of premium on the said Property and the Plans have been approved presently only on actual FSI and Fungible FSI of a portion of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property is executed in favour of the Apex Body. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construct any vertical or horizontal extension of the said Building/any other building and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

10.22 The Allottees hereby grants consent to the Promoter for mortgaging the said Property or any part thereof (excluding the said Flat) in accordance with applicable laws, provided such mortgage does not affect the Allottees' rights in the said Flat. The Promoter shall ensure that any such encumbrance is cleared before the conveyance of the said Property to the Apex Body.

10.23 The Allottees hereby grants their informed and lawful authority, permission, and consent to the Promoter, to the extent permissible under applicable laws and regulations, except in cases where the express prior written consent of the Allottees is mandatorily required under the provisions of the Real Estate (Regulation and Development) Act, 2016 ('RERA') or any rules or regulations made thereunder, and further agrees and undertakes as follows:

i) The Allottees shall do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds,



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documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Allottees shall have no claims save and except the said Flat hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoter until the said Property and the building/s thereon are conveyed to the Apex Body as herein mentioned.

iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Allottees whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Society/Apex Body.

iv) For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary.

v) The Allottees shall not take any objection on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever and/ or shall not directly and/or indirectly do anything and/or shall not ask for an injunction, and/ or prohibitory order and/or calling the SRA or Municipal or any other authorities to issue stop work notice, and/or withdraw and/ or suspend or cancel any orders passed and/or approved plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out additional construction, on the said Property and/or on adjoining properties.

vi) The Promoter may have to provide certain amenities plot/ area/facilities to the SRA. The Allottees or their nominee or assignee or Society/ Other Societies/ Apex Body hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Allottees or their nominees or assignee or Society/ Other Societies/ Apex Body hereby waive all such claim etc.

vii) The Promoter has further informed to the Allottees that in addition to the above any additional benefits arising out of the said amenities plot by any reason



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whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Allottees or their nominee or assignee or Society/ Other Societies/ Apex Body will not have any claim, objection or protest of any nature at any time in future hereafter.

viii) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Apex Body, the Allottees hereby specifically and unconditionally agree and undertakes that the Promoter alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Allottees or their nominees or assignee hereby waive all such claim etc.

ix) It is clearly agreed and accepted by the Allottees that neither the Allottees nor any of their assignee or nominee will have any claim, right, title or interest on any part of the said Property, said Building, open space, car parking (except the space if any allotted as per the terms of this agreement), amenities plot save and except the said Flat which is agreed to be sold under this Agreement.

x) The terrace on top of the building shall be a part of the common area/amenities available and no individual Allottees shall have exclusive right to the same.

10.24 The Allottees hereby agrees, accepts and confirms that the Allottees has agreed to acquire the said Flat after understanding full potential of the development reserved by the Promoter in respect of the said Project and the said Property in the manner more particularly set out in the recitals and terms of this Agreement and the Allottees has agreed to purchase the said Flat after expressly agreeing to the unfettered and vested rights of the Promoter in this regard.

10.25 It is expressly agreed between the Parties that the Sale Consideration payable under this Agreement by the Allottees is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Allottees under this Agreement. In the event that the Allottees withdraws their consent or in the event the validity of the same is challenged by the Allottees, then the amount of Sale Consideration shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter due to such consent not being granted to the Promoter.

10.26 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

## **12. OTHER AMOUNTS PAYABLE BY THE ALLOTTEE/S**



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- 12.1 The Allottee/s shall before entering into the said Premises, either by taking possession of the said Premises or for making furniture etc., pay to the Promoter the amounts set out in clause 6.1 above, in addition to the Sale Consideration agreed to be paid by the Allottee/s.
- 12.2 The Promoter shall utilize the amount collected towards legal charges for meeting all legal costs, charges including the professional cost of the Attorney/Advocates of the Promoter and also the cost of preparing and engrossing this Agreement and incase of any short fall on that account, the Allottee/s agrees and accepts to pay the Promoter the same, without there being any requirement on the part of the Promoter to render any accounts in that regard.
- 12.3 In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Allottee/s before possession of the said Premises. In addition to the above any GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Allottee/s alone.
- 12.4 Provisional monthly contribution payable in advance for 12 (twelve) months by the Allottee/s to the Promoter as indicated in clause 6.1 above shall be utilized by the Promoter in payment of proportionate share of outgoings in respect of the said Premises (based on proportion the Carpet Area of the said Premises bears to the Carpet Area of all the Premises/units in the new Building) including but not limited to property tax and other local taxes levied by MCGM and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, chowkidars, sweepers, liftman, electricians and usage charges, maintenance and all other expenses necessary and incidental to the management and maintenance of the said Property and new Building.
- 12.5 The amounts so paid by the Allottee/s to the Promoter shall not carry any interest.
- 12.6 Upon formation of the Society and upon the Society taking over responsibility of collections and payment of outgoings and management and maintenance of the said Building and its facilities, the Promoter shall be liable to refund to the Society only the unexpended balance if any of the maintenance charges paid in advance for 12 months as mentioned in clause 6.1, in the course of handing over of affairs of the said Building to the Society.



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12.7 Until the Society is formed and the said Building is transferred to it, the Allottees shall, if the aforesaid arrangement is insufficient, pay to the Promoter whether demanded or not, at all times such proportionate share of outgoings, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, chowkidar, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter may determine. The Allottees undertakes to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

12.8 In the event if the Promoter has expended amounts in excess of the amounts collected then the Allottee/s shall forthwith on demand pay and deposit the difference to the Promoter.

12.9 It is expressly agreed that the Promoter shall, without having to render any account of whatsoever nature to either the Allottees and/or the Society, utilize all amounts mentioned in the other charges at clause 6.1 in this agreement, without rendering any accounts, save and except to the extent mentioned in the succeeding clause.

12.10 The amounts paid towards maintenance charges, after deduction therefrom of all arrears, maintenance charges and expenses incurred till then, will be transferred by the Promoter to the Society as and when formed and as and when the Allottees are admitted as a member of the Society, upon completion of the development of the said property and it is expressly agreed that the Promoter shall not be liable to maintain and/or render individual accounts to the Allottees and shall give a consolidated account of all the sums as aforesaid to the Society;

12.11 On and from the date of Notice of Possession, the Allottees shall be liable to bear and pay the proportionate share of the aforesaid outgoings in respect of the said Flat (based on proportion the Carpet Area of the said Flat bears to the Carpet Area of all the flats in the said Building).



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12.12 The Allottees agrees and confirms that as from the date of delivery of possession of the said Flat, the Allottees and other Allottees shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage.

## **13. SET OFF/ ADJUSTMENT**

Any amounts lawfully due and payable by the Allottees to the Promoter under this Agreement, including Sale Consideration, interest, or other agreed charges, may be adjusted against amounts, if any, payable by the Promoter to the Allottees, only upon mutual agreement between the Parties or in accordance with an order passed by the Real Estate Regulatory Authority, Appellate Tribunal, or any competent court. This adjustment shall not affect or waive the Allottees' right to raise any lawful claim or dispute under the provisions of the Real Estate (Regulation and Development) Act, 2016.

14.2 It shall be the responsibility of the Allottee/s to maintain his/her/their Premises in a proper manner and take all due care needed including but not limited to ensuring that the tiles in the bathroom of his/her/their Premises are regularly filled with white cement/epoxy to prevent water seepage.

14.3 Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defect liability period and such warranties are covered under the maintenance of the said Premises/new building, and if the annual maintenance contracts are not done/renewed by the Allottee/s, and the Promoter shall not be responsible for any defects occurring due to the same;

14.4 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Premises/new Building includes minor hair line cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

14.5 It is expressly agreed that for any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated survey or who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

## **29. WAIVER**

29.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be



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amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

29.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in anyway impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

32.2 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 through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

## **37. INDEMNIFICATION BY THE ALLOTTEE/S**

37.1 The Allottee/s hereby indemnifies and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liabilities (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) default or delay in payment of GST, stamp duty and/or any other taxes, charges and/or levies payable in respect of the said Premises/this transaction, (b) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (c) any breach and/or default by the Allottee/s in the performance of any and/ or all of his/its obligations under this agreement; (d) any injury/ damage to any property(ies) or persons(s); howsoever arising related to the use and/ or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Allottee/s or his/her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; (e) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.



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### **38. GENERAL PROVISIONS**

- (i) Any reference in this Agreement to gender shall include all genders, and word/s imparting the singular reference shall include the plural and vice versa.
- (ii) 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.
- (iii) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- (iv) The Allottee/s has entered into this Agreement after perusing all the relevant documents, sanctions and permissions and after ascertaining all necessary facts and details from the Promoter and the parties have agreed that they shall not claim any remedy against the other inconsistent with the provisions of this Agreement. The Allottee/s has availed services of his advocate and Architect to inspect relevant documents and disclosures of the Promoter.
- (v) If there is more than one Allottee/s, then all obligations under this Agreement shall be joint and several.
- (vi) All taxes, charges including but not limited to GST or any other impositions or levies (present or future) on account of this transaction; shall be to the account of the Allottee/s alone and the Promoter 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 said Premises.
- (vii) The Allottee/s shall exercise utmost confidentiality in dealing with all information pertaining to the new Building/ Project Land/ the said Property, including without limitation the terms of this Agreement and its annexure and all prior writings and communications, plans, drawings, approvals relating to the new Building. This clause shall survive the termination of this Agreement.

For Rajiv Construction Company Developers

Partner

Date 18/07/2025

