BHANDARI REALTY AND INFRASTRUCTURE COMPANY

9-10,"PREMLATA" Mahavir Society, Malegaon Road, Dhule-424001

Date : 20/04/2024

DEVIATION REPORT

Document Type: Agreement for Sale

Project Name: PREMLATA

Project Land: Land admeasuring 660 sq mtr. Bearing S/no. **484/2/B/1/3, Plot no. 9 & 10, Mauje Dhule, Dhule-424001**

Promoter Name: BHANDARI REALTY AND INFRASTRUCTURE COMPANY

Please find appended below the list of deviations in the said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for sale.

Clause 1 added portion:

1. **DEFINITIONS**

1.1 **"Act"** shall mean **The Real Estate (Regulation and Development) Act, 2016** and the rules and regulations framed there under together with all such amendments, modifications and /or re-enactments related thereto;

1.2 **"Agreement"** shall mean this **Agreement for Sale**, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Developer and the Allottee/s;

1.3 **"Apartment"** shall mean the premise having residential user located on

bricpremlata@gmail.com
9371035457

floor plan thereof annexed hereto and marked as **"ANNEXURE ....."**;

1.4 **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, concerned authorities, judgments and other requirements of any statutory and relevant body /authority;

1.5 **"Approvals"** shall mean and include but shall not be limited to all sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, Commencement Certificates, Occupation Certificates, notifications, Plans and such other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from the sanctioning bodies / concerned authorities in respect of the Building to be constructed on the Project Land or any part or portion of the Project Land;

1.6 **"Architect"** shall mean a person registered as an architect under the provisions of the Architects Act,1972;

1.7 **"Building"** shall mean the Residential building comprising of 1 (One) Wing reflected on the Sanctioned Layout Plan to be constructed by the Developer on the Project Land.

1.8 **"BCAM"** shall mean and include Building Common Area Maintenance charges payable by the Purchaser/s inter-alia for maintenance of the Building.

1.9 **"Carpet Area"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, open terrace area, but includes the area covered by the internal partition walls of the Apartment.

1.10 **"Covered Parking Space"** shall mean the area situated in the Building for parking

of the vehicle of the Allottee/s and it does not include a garage.

1.11 **"Common Areas and Amenities"** shall mean the areas, amenities and facilities intended for the common use of all the Allottee/s of the apartments in the Project and includes the amenities mention in the **Annexure 3** to be constructed on the Project Land according to the Sanctioned Layout Plan along with the internal path / road lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.;

1.12 "**Developer's Area**" shall mean and include Carpet Area of ..... Sq. Ft. equivalent to ..... Sq. Mtrs. constructed in the said Building known as Prem Lata.

1.13 **"Direct Tax"** shall mean Income Tax or Corporate Tax or any similar tax or levy, whenever and wherever charged, levied or imposed together with interest and penalties in relation thereto.

1.14 **"Force Majeure Event"** shall mean any event or combination of events or circumstances beyond the control of the Developer which cannot despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented and which adversely affects the Developer's ability to perform obligations under this Agreement, which shall include but not be limited to:

(a) war, civil commotion or act of God;

(b) any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court / tribunal/ authority.

1.15 **"FSI" / "Floor Space Index"** shall have the same meaning as assigned to it in the Building Rules or Building By-Laws or Unified Development Control Promotion and Regulations applicable in the State of Maharashtra;

1.16 **"Indirect Tax"** means Goods and Service Tax, Customs and Import Duties, or duty of any nature whatsoever whenever imposed and/or levied, by any Authority, together with interest and penalty in relation thereto, excluding any Direct Tax.

1.17 **"Interest"** shall mean Simple Interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2% per annum. MCLR shall be taken as applicable on 1st day of each quarter and the same shall be deemed to be applicable MCLR for the said quarter. Provided, if SBI MCLR is no longer in use, MCLR shall be replaced by equivalent benchmark rate used by SBI.

1.18 **"Internal Apartment Amenities"** shall mean the amenities, fixtures and fittings listed in the **Annexure 4** annexed hereto proposed to be provided by the Developer in the said Apartment;

1.19 **"Plans"** shall mean the drawings, plans, site plan, building plan, service plan, paring and circulation plan, landscape plan, layout plan, zoning plan, Sanctioned Layout Plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the concerned authorities in respect of the Project together with the amendments, modifications and alterations related thereto and together with all future plans, drawings and layouts as may be submitted by the Developer from time to time and approved by the concerned authorities in respect of the Project;

1.20 **"Project"** shall mean the proposed construction and development on the Project Land under the name and style "**Prem Lata**"**;**

1.21 "**Project Land**" shall mean the said Land 1 and the said Land 2, more particularly mentioned in Annexure 1, collectively hereinafter referred to as the **"Project Land",** more particularly described in **SCHEDULE 1** herein below**.**

1.22 **"Project Completion"** shall mean the completion of the development of the Building as per the RERA Webpage, subject to Force Majeure Event;

1.23 **"Purchaser/Allottee"** shall mean and include the person to whom the Apartment and the right to vehicle Parking Space has been allotted through sale, transfer or otherwise and include the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom the Apartment and/or the Parking Space is given on rent;

1.24 **"Society"** shall mean the proposed Society formed by the Apartment/Unit/Premises/Flat Owners of the said Building, as the case may be, under the provisions of the Maharashtra Co-operative Societies Act, 1960.

1.25 **"Structural Engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force;

Clause 2 added portion:

2.5 The Allottee/s have paid on or before execution of this Agreement a sum of **Rs._____/-(Rupees _____Only)** as advance payment in the following manner:

Sr. No.	**Amount**	**Cheque No./RTGS ref. no.**	**Date of the Cheque/RTGS**	**Bank and Branch**
1.				
2.				

The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs._____(Rupees _____

_____ only) not more than **10%** (Ten Percent) of the total Consideration, as advance payment or application fee and hereby agrees to pay to Developer the balance amount of Rs. _____ (Rupees _____ only) in the following manner :

(a) Amount of Rs...../ (..... only) being **15%** of the total consideration amount on completion of the Plinth of the building;

(b) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount on completion of ..... slab;

(c) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount on completion of ..... slab;

(d) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount on completion of ..... slab;

(e) Amount of Rs...../ (..... only) being **5%** of the total consideration amount on completion of the walls, internal plaster, of the said Apartment;

(f) Amount of Rs...../ (..... only) being **5%** of the total consideration amount on completion of the staircases, lift wells, lobbies up to the floor level of the Said Apartment;

(g) Amount of Rs...../ (..... only) being .....**%** of the total consideration amount on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located;

(h) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of

areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.

(i) Amount of Rs...../ (..... only) being **balance** of the total consideration amount on the Developer obtaining the Occupation Certificate in respect of the said Apartment and offering physical possession to the Allottee/s of the said Apartment together with the Internal Apartment Amenities and the Common Areas and Amenities.

2.6 The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax ("**TDS**") as applicable from time to time. The Allottee/s hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three) days from the date of the payment being made provide the original TDS Certificates to the Developer. The Allottee/s hereby agrees and undertakes that the Allottee/s shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Developer on time and any consequences related to non-payment including levy of penalties, interest etc. shall be solely to the account of the Allottee/s and the Allottee/s shall indemnify and keep indemnified the Developer in respect thereof. Provided that at the time of handing over the possession of the said Apartment, if any TDS certificate / challan is not produced, the Allottee/s shall pay equivalent amount as **Interest-Free Refundable Deposit** with the Developer, which deposit shall be refunded by the Developer on the Allottee/s producing such challan / certificate within 2 (two) months of possession. Provided further that in case the Allottee/s fails to produce such challan / certificate within the stipulated period of 2 (two) months, the Developer shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

2.10 The Allottee shall deposit all payments towards the Consideration due and payable to the Developer in the bank account held by the Developer with ……Bank in the name and style of **'……..'** bearing **Account**

No……(hereinafter called and referred to as the **"Collection Account"**)and all the cheques/demand drafts etc. shall be drawn in favour of the aforesaid Collection Account. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s shall ensure that such financial institution pays all such amounts towards the Consideration on respective milestones as mentioned hereinabove into the Collection Account and the Allottee/s shall give the necessary instructions to the financial institution. Any payments made in favour of any other account other than the Collection Account shall not be treated as payment towards the Consideration and shall be construed as a breach on the part of the Allottee/s, in which event the Developer shall be entitled, at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

2.11 In terms of provisions of the Act, the …….. Bank shall divide the amounts deposited with it in the **Collection Account** in the proportion of **70:30** and the Bank shall transfer 70% of the amounts deposited as aforesaid in the Collection Account, to **Account No.……**opened by the Developer with …….. Bank which shall be designated account in terms of the said Act (hereinafter referred to as "**the Designated Account**").

2.12 Simultaneously, with the payments of installments referred to herein above, the Allottee/s shall pay the Statutory Charges including all applicable taxes, cesses, levies and all impositions in favour of "**……**"which shall be deposited in the account being Account No……..opened by the Developer with …… Bank (for the purpose hereinafter referred to as the "**Tax Collection Account**"). The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Developers shall be paid by the Allottee/s on demand made by the Developer simultaneously with the payment of the instalments towards the Consideration as stated above within 30 (Thirty) days in the Tax Collection Account and the Allottee/s/s shall indemnify and keep indemnified the Developer from and against the same. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s shall ensure that such

financial institution pays all such amounts timely against the Statutory Charges into the Tax Collection Account. The Allottee/s shall give the necessary instructions to the financial institution. Any payments made in favour of any other account other than the Tax Collection Account shall not be treated as payment towards Statutory Charges and shall be construed as a breach on the part of the Allottee/s, in which event the Developer shall be entitled, at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

The Allottee/s may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at their cost and responsibility. The Allottee/s obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee/s ability or competency to obtain such financing and the Allottee/s will always remain bound to make payment of the Consideration, Statutory Charges and other amounts payable under the terms of this Agreement. The Developer shall not be responsible in any manner whatsoever if any bank/financial institution refuse to finance the Apartment on any ground or revokes the loan. Further, if any bank / financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee/s shall not make such refusal/delay an excuse for delay or non-payment of any installments / dues to Developer within stipulated time as per the Payment Plan.

Clause 3 added portion:

3.1 The Allottee/s agrees to pay to the Developer, Allottee/s Interest, as defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee/s to the Developer under the terms of this Agreement. The Allottee/s' Interest shall be payable from the date the concerned payment becomes due and payable till the date of actual payment. All payments made by the Allottee/s shall first be adjusted against the outstanding interest amount, if any, then towards the principal amount and then towards Statutory Charges, if any.

Clause 4 added portion:

4.1 The Allottee/s confirms that the Developer shall not be liable to provide any other f fixtures and fittings save and except those mentioned in **Annexure 3 and Annexure 4**. The Allottee/s hereby agrees and undertakes that the Allottee/s shall not raise any objection or dispute in the event of there being any marginal difference in the quality / standard of the Internal Apartment Amenities.

4.2 In the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Developer, the Allottee/s agrees not to claim any reduction or concession in the Consideration on account of any change or substitution in the Internal Apartment Amenities.

4.3 With regard to the Common Areas and Amenities which are described in **ANNEXURE 3** annexed hereto, it is agreed that:

(a) The Allottee/s shall not have any right, title and interest in respect of the said Common Areas and Amenities. The Allottee/s shall only be permitted to use the said Common Areas and Amenities on such terms and conditions as the Developer shall deem fit;

The Allottee/s hereby confirms and consents that the Developer has irrevocable, absolute and unfettered right to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with the said Project Land and the said Building and dispose of the Apartments/Units and allot parking spaces including common areas, in the manner deemed fit by the Developer without any consent or concurrence of the Allottee/s or any other person. The Allottee/s confirms that the aforesaid recreational/amenities facilities in the said Building are available only for the use and enjoyment of the holders of various Apartments of the Building, subject to discretion of the Developer, without any right, title, interest and/or claim of the Purchaser/Allottee/s on the same. The Allottee/s hereby covenants to exercise his/her/their right consistently with the rights of the other prospective Allottee/s and undertakes not to do any act, matter or thing which would affect/prejudice the right of the other Allottee/s of their respective apartments including

the covered parking spaces and the Common Areas and Amenities.

Clause 5 added portion:

5.1 The Developer has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee/s as under:

(a) According to the Sanctioned Layout Plan, the Project shall comprise of 01 Building having 01 (One) wing;

(b) The Building shall have Parking Space + 1st to 5th habitable upper floors;

(c) The estimated date of completion of the Project is ……, 202…subject to Force Majeure Event as defined above;

Clause 7 added portion:

7.1 It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his/her/its own and expense, lodge the same for registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developer the serial number under which the Agreement is lodged so as to enable the representative of the Developer to attend the office of Sub-Registrar of Assurances and admit the execution and registration thereof. The Developer may extend assistance and co-operation for execution and registration of this Agreement. However, the Developer shall be liable for delay or default in such registration due to its negligence.

Clause 8 added portion:

8.4 In the event the Allottee/s fails and/or neglects to pay any of the amounts stipulated in these Presents and/or to take possession within the specified period, it shall be deemed that the Allottee/s has taken possession from the date of expiry

of the notice period specified in the Intimation and that date shall be deemed to be the **"Possession Date"** and all obligations of the Allottee/s related to possession of the said Apartment shall be deemed to be effective from the said Possession Date.

8.5 Maintenance charges shall be decided by the Society and shall be paid to the Society directly by the Allottee/s on and from the Possession Date.

Clause 10 added portion:

10.1 The occurrence, happening or existence of any of following events shall be considered as the "Allottee/s Event of Default"

(a) Failure on part of the Allottee/s to make payment of any installments/ towards Consideration and/or Statutory Charges and/or any other amounts under this Agreement; or

(b) Breach of any of representations, warranties and covenants or failure to perform, comply and observe any of their obligations and responsibilities as set forth in this Agreement; or

(c) If any of the representations, declarations and/or warranties etc. made by the Allottee/s in the Booking Form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and / or entered into by the Allottee/s is untrue or false;

(d) If the Allottee/s have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound-up;

(e) If the Developer is of the opinion and/or belief that the Allottee/s is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Project and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;

(f) If the Developer is of the opinion and/or belief that any material information affecting the transaction contemplated herein has been suppressed by the Allottee/s;

(g) Any other acts, deeds or thing, which the Allottee/s may omit or fail to perform in terms of this Agreement, which in the opinion of the Developer, amounts to an event of default. The Allottee/s hereby agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee/s.

10.2 On the occurrence, happening or existence of any of the Allottee/s's Events of Default as stated above, the Developer shall be entitled to give 30 (Thirty) days notice in writing by registered post acknowledgement due at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach/s of terms and conditions in respect of which it is intended to terminate the Agreement ("Allottee's Default Notice"). Upon failure of the Allottee/s to rectify/cure the Allottee/s Event of Default within the time period stipulated in the Allottee/s Default Notice, this Agreement shall automatically stand terminated without any further notice / intimation to the Allottee/s. It is clarified that upon such automatic termination of this Agreement, no separate document / Deed of Cancellation shall be executed / registered between the Parties, provided that if the Developer requires the Allottee/s to execute and register a deed, document, or writing including a Cancellation/Termination Deed, then the Allottee/s shall do the same without any delay or demur. On failure of the Allottee/s to execute and register a deed, document or writing including a Cancellation Deed as stated above, the Developer shall be entitled to file declaration recording the automatic termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

10.3 The Developer may, at its sole discretion, condone the breach committed by Allottee/s and may revoke cancellation of the allotment, provided that the Apartment has not been re-allotted to another person till such time and Allottee/s agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration, subject to such additional conditions/charges/undertaking as

may be decided by the Developer. The Developer may at its sole discretion waive the breach by Allottee/s for non payment of the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee/s shall pay the full amount of interest due.

10.4 On and from the date of such termination on account of Allottee/s Event of Default as mentioned herein, the Parties mutually agree that the Developer shall refund to the Allottee/s (subject to adjustment and recovery of any damages or any other amount which may be payable to the Developer) within a period of 30 (Thirty) days of the termination, the Consideration or part thereof which may till then have been paid by the Allottee/s to the Developer but the Developer shall not be liable to pay to the Allottee/s any interest and/or penal interest or bear any charge of whatsoever nature on the amount so refunded. Upon the cancellation / termination, the Developer shall be entitled to sell or otherwise dispose of the Apartment/Flat/Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Developer may in its sole discretion think fit and proper and the Allottee/s shall not be entitled to raise any objection or dispute in this regard.

10.5 The said refund by the Developer to the Allottee/s, sent through cheques/demand draft by hand delivery or registered post acknowledgement due at the address of the Allottee/s mentioned herein or by email or by any other means, shall be full and final satisfaction and settlement of all claims of the Allottee/s under this Agreement, irrespective of whether the Allottee/s accepts / encashes the said cheques / demand draft or otherwise. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Developer shall be entitled to allot and/or deal with and dispose of the said Apartment/Flat/Unit to any third party without reference or recourse to the Allottee/s.

10.6 In the case of joint allotment of the Apartment in favour of joint Allottee/s, the Developer shall make all payments/refund under the terms of this

Agreement upon termination, to the first mentioned Allottee/s, which payment/refund shall be constructed to be a valid discharge of all liabilities towards all such joint Allottee/s.

Clause 11 added portion:

11.1 On and from the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Apartment/Flat/Unit) of outgoings in respect of the said Apartment/Flat/Unit, the Building and the Project namely share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, insurance, salaries of the sweepers, chowkidars and other local taxes, charges or such other levies by the concerned authority or Government and all expenses necessary and incidental to the management and maintenance of the said Apartment/Flat/Unit, the Building and the Project.

11.2 The Allottee/s further agrees to pay to the Developer prior to taking possession of the Apartment an amount of Rs. …/- per sq.ft. carpet area towards contribution of the Allottee's share to the society fund.

11.3 The Allottee/s shall be liable to pay the interest, penalty or charges that may become payable on account of any delay in payment towards the taxes and outgoings.

11.4 In case, after handing over of possession of the Apartment, on the Developer determining that there is any deficit in any of the amount, then the Allottee shall forthwith on demand pay to the Developer the Allottee's proportionate share to make up such deficit.

11.5 It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the

Apartment/Flat/Unit and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

Clause 14 added portion:

14.1 Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample Apartment, if any, constructed by the Developer and all furniture and fixtures, electronic goods, amenities, articles etc. provided therein are only for the purposes of sample Apartment and the Developer is not liable, required and/or obligated to provide any furniture and fixtures, electronic goods, amenities, articles etc. as may be displayed in the sample Apartment other than as expressly agreed by the Developer under this Agreement.

14.2 The Allottee/s understands, confirms and agrees that the information, details, images, sketches and elevation contained in the leaflets/brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate and the same does not form either the basis or part of the offer or contract. The Allottee/s further confirms and accepts that he/ she has relied upon the approved plans. The Allottee/s confirms that he/she/they have done site inspection and is/are aware of the planning, surroundings in and around the said Project Land.

14.4 The Developer shall not be liable or required to pay any fees/charges and/or any amount for formation of the Society, after the apartments/flats/units is/are handed over to the Purchaser. The Society shall not issue Share Certificate to the Allottee/s without obtaining a No-Objection Certificate from the Developer certifying that the Developer has no outstanding dues pending on any account to be received from the Allottee/s and remaining unpaid. If the Society issues Share Certificates to the Allottee/s without adhering to or abiding by the

aforesaid condition, the Allottee/s as well as the Society shall be jointly and severally responsible and liable to pay such amounts due and payable, if any, by such Allottee/s to the Developer and the Developer shall have a charge on the said Apartment and the shares that would have been sold to the Allottee/s.

14.5 As and when called upon by the Developer, the Allottee/s agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Developer for admitting the Allottee/s as the member of the Society. The Allottee/s further agrees and undertakes that the Allottee/s shall do as also cause the Society to do/ ratify, all such necessary acts, deeds, matters and things as may be required by the Developer from time to time for safeguarding their interest in the Building and the Project Land.

14.6 It is agreed, confirmed and covenanted by the Allottee/s that the Allottee/s shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the Building.

14.7 The Developer is retaining full rights for the purpose of providing ingress or egress to the Allottee/s from the Project Land in the manner deemed fit by the Developer and the Allottee/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future.

14.8 The Developer shall obtain all such insurances as may be notified by the concerned authorities (including but not limited to insurance in respect of the construction, title of the Project Land and the Building) and shall be liable to pay the premium and charges in respect thereof before transferring the insurance to the Society. All the documents relating to the insurance shall be handed over to the Society upon completion of the Project.

Clause 15 added portion:

15.1 The Allottee/s shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Developer on the terms particularly stated herein.

15.2 The Allottee/s shall pay the entire Consideration, Statutory Charges and all other amounts that may be payable by the Allottee/s under this Agreement and/or under any Applicable Law without any delay or demur.

15.3 The Developer shall be entitled to consume such F.S.I. as may be available in respect of the Project Land or any part thereof or otherwise on the Project Land at present or in future and for the purposes of consuming such FSI or balance and/or additional F.S.I. to construct extensions and/or additional floors as the Developer may think fit and proper in accordance with the terms of the Development Agreement.

15.4 The Developer shall be entitled from time to time to amend/modify the Sanctioned Layout Plan to construct the Building consuming the FSI as may be available from time to time including FSI in any format, if permissible by the concerned authorities, carry on the construction and complete such construction and sell the apartments in the Building at the Developer’s absolute discretion.

15.5 The Allottee/s shall not raise any objection on any ground as to the Developer' rights, reserved herein.

15.6 Under this Agreement, the Developer has agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee/s shall always be in respect of the Apartment only and such right will accrue to the Allottee/s only on the Allottee/s making payment to the Developer of the Consideration as also all amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and

covenants herein contained.

15.7 The Developer shall assist her/him/them in formation of the Society, though not liable to do so.

15.8 After compliance with the aforesaid requirements, the Allottee/s shall submit to the Society membership application form along with true copy of this Agreement for Sale (being duly registered).

Clause 16 added portion:

(k) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment, the Building or the Project Land or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developer. Further, the Allottee/s shall not keep pets and/or domesticated animals in or upon the Apartment, the Building or the Project Land or any part thereof;

(l) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the Building nor litter or permit any littering in the common areas in or around the Apartment and/or the Building and at the Allottee/s' s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Apartment and/or the Building to the requirement and satisfaction of the Developer and/or the concerned authorities;

(m) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee/s not do anything which may or is likely to endanger or damage the Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Building.

No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, lifts, automation system, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the Building;

(n) Shall not display at any place in the building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Building;

(o) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the building or the exterior wall of the Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Developer in accordance with and in such manner, position and standard design laid down by the Developer;

(p) Not to use the open places, terrace, stilt in the building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

(q) Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Developer;

(r) Not to any time demand partition of the building and/or the Project Land etc. and/or his/ her/ their interest, if any.

(s) Shall not violate and shall abide by all rules and regulations framed by the Developer / its designated Project Manager or by the Society for the purpose of maintenance and up-keep of the Buildings and in connection with any interior / civil works that the Allottee/s may carry out in the Apartment.

(t) Shall not violate and shall observe and perform all the rules and regulations which the Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(u) Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the building which is or may, or which in the opinion of the Developer is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining apartments or the neighbourhood provided always that the Developer shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining apartments of the building and the Allottee/s shall not hold the Developer so liable.

(v) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in the Common Areas and Amenities.

(w) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all times. The Developer shall have the right to inspect the Apartment and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Apartment and the additional area to its original state.

Clause 17 added portion:

17.1 BY THE DEVELOPER–

(a) After the Developer executes this Agreement, the Developer shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s in the said Apartment.

(b) The Developer shall not transfer or assign his majority rights and liabilities in respect of the Project to a third party without obtaining the prior written consent from two-third Allottee/s, without the written approval. Provided that such transfer or assignment shall not affect the allotment or sale of the Apartment under this Agreement.

(c) On transfer or assignment being permitted by the Allottee/s and the Authority, the Developer shall be required to independently comply with all pending obligations under this Agreement and under the provisions of the Act.

17.2 BY THE ALLOTTEE/S–

(a) In case if the Allottee/s desires to assign and transfer his / her / their rights under this Agreement to any other person or party, then in that event, the Allottee/s shall intimate the Developer/Society, as the case may be, in writing of the Allottee's intent to sell and the price at which the Allottee/s intends to sell the said Apartment/Unit/Premises ("Offer").

(b) The Developer shall within a period of 15 (fifteen) days from the date of receipt of the Offer from the Allottee/s, inform the Allottee/s as to whether the Developer desires to acquire the said Apartment/Unit/Premises ("Positive Acceptance"). In case of Positive Acceptance, the Allottee/s shall complete the sale transaction in favour of the Developer and shall not negotiate with any other person in respect thereof. In case, if the Developer fails to complete the sale transaction within a period of 30 (thirty) days from the date of the Positive Acceptance, then in that event, the Allottee/s shall be at liberty either to grant the Developer extension of time for completion of the transaction and /or in the alternative cancel the transaction. In case, if the Allottee/s elects to cancel the transaction, then in that event the Allottee/s shall be at liberty to deal with the said Premises in such manner as the Allottee/s may deem fit and proper, subject to the payment of all outstanding dues payable by the Allottee/s to the Developer. This clause shall have an effect till the entire Consideration has been received by the Developer against the Apartment/Unit/Premises.

(c) Stamp duty or other charges as may be applicable on any selling, conveying, assigning and transferring shall be paid by the Allottee/s / proposed transferee. The Allottee/s shall indemnify and keep indemnified the Developer against any action, loss, damage or claim arising against Developer for non-payment of such stamp duty and registration charges.

(d) The transfer shall be allowed only subject to clearing all the sums that

shall be due and payable to Developer on the date of submission of the request application. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer.

(e) It is agreed between the Parties that notwithstanding anything contained herein, the Allottee/s shall not transfer or assign the Allottee's right, interest or benefit under this Agreement and/or lease, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and license, tenancy basis or induct any person/s into or part with the said Apartment until all the payments being the Consideration, Statutory Charges and all other amounts due and payable by the Allottee/s under this Agreement or otherwise under any law are fully paid up. The Allottee/s shall obtain prior written consent from the Developer before selling, assigning, letting, sub-letting, etc. of the said Premises as stated above.

Clause 18 added portion:

18.2 The Allottee/s confirms that the Allottee/s have visited and has physically seen the Project Land and is not entering into this Agreement solely on the basis of any advertisement, brochure or oral representation concerning the said Apartment or the Building.

18.3 The Allottee/s hereby declares that he/she/they have gone through this Agreement and all the documents related to the said Apartment and the Project Land and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

18.4 For the purposes of this transaction, the details of the PAN of the Developer and the Allottee/s are as follows:-

(a) M/s. Bhandari Realty and Infrastructure Company; PAN- .....

(b) ALLOTTEE/S- PAN - ……..

Clause 19 added portion:

19.1 No forbearance, indulgence, relaxation or inaction by the Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these Presents.

19.2 Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time 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 nor shall the same in any manner prejudice the rights of the Developer.

Clause 20 deviation portion:

Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with the Schedule and Annexures hereto along with the payments due as stipulated in the Payment Plan by the Allottee/s and secondly, appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Developer.

Clause 26 added portion:

observance or non- performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing / defending rights herein and/or on account of or occasioned by any accident or injury to the Allottee/s or their representatives or any person/s visiting the Allottee/s or their family, guests or visitors or staff, or all persons claiming through or under the Allottee/s, before or after taking possession of the said Premises and during the occupation, use and enjoyment of the Building, the Project Land and the Common Areas and Amenities.

Yours Faithfully

For Bhandari Realty & Infrastructure Corp.

Partner

PRITESH KANTILAL BHANDARI

(PARTNER)