



ARIHANT BUILDERS AND DEVELOPERS

Shop No. 6, Aditya Heritage, V.N.Purav Marg, Sion-Chunabhatti, Mumbai 400022.

Date: 25/08/2023

Deviation Report

Document Type: **Agreement for Sale**

Project Name: "ARIHANT SKY"

Project Land: **All that piece or parcel of land or ground admeasuring 758.01 Square Meters or thereabouts from out of land bearing Survey No. 67 to 71, bearing CTS No. 830, Village Chembur Taluka, along with structure standing thereon namely Building No.40, Subhash Nagar, Chembur, Mumbai-400071, Mumbai Suburban District.**

Promoter Name: **M/S. ARIHANT BUILDERS AND DEVELOPERS**

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:

(i) Clause 2 – added portion:

It is clarified that on the receipt of final approvals from the concerned authorities, the actual number of floors in the New Building may vary/change from that of recited above. The Allottee/s acknowledges the rights of the Promoter to construct New Buildings as per sanctioned and proposed plans including future amendments and agree/s and undertake/s not to raise any

objection towards increase and/or decrease in number of floors actually constructed. The permission herein shall be deemed and construed as no objection as contemplated u/s.14 of the RERA.

(ii) Clause 3 – added portion:

- 3.2 As an irrevocable and exclusive amenity provided along with the said Unit/Flat, the Promoter has allotted _____ car podium/mechanical stack parking space/s (hereinafter referred to as "the said Car Parking Space") and Promoter at its sole discretion shall provide physical allocation of said Car parking to the Allottee/s at the time of handing over of possession of the said Flat to the Allottee/s. The said Car Parking Space is provided as an irrevocable amenity without consideration however the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and/or the Co-operative Housing Association (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Co-operative Housing Association (as defined hereinafter). Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Car Parking Space as constructed and allotted by the Promoter. The said Car Parking Space will be handed over to the Allottee/s on the Project Completion Date (as defined hereinafter). Car parking shall not be used by Third Party and no Tourist Permit vehicles shall be allowed to be parked. Car Parking shall not be enclosed.
- 3.5 Further, the Allottee/s making payment of Sale Consideration is responsible to deduct Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at prevailing rates from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-



filing, the same shall be rectified by the Allottee/s within a period of 30 (thirty) days from the said error being brought to the Allottee/s/financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s/financial institution will be given to the Allottee/s only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee/s failing to produce the Original TDS Certificates for all the payments made by the Allottee/s, at the time of handing over of the said Premises, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Allottee/s. In case the Allottee/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s;

- 3.11 If the Allottee/s in order to augment the resources in his/her/their hands and for the purpose of payment of Sale Consideration amount to the Promoter under this Agreement for sale intends to seek loan from any financial institutions/banks, etc. against the security of the said Premises and the said Car Parking Space then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan / pre-sanction loan letter and only against which the Promoter shall issue the NOC to mortgage the said Premises and the said Car Parking Space to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/ Demand Draft, of the Loan amount or instalment/s in the name of the Promoter only i.e. in favour of "_____ - COLLECTION ACCOUNT" and in the



event such financial institution/ bank, etc. issues Cheque/ Pay Order /Demand Draft of Loan amount or instalment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoter shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed;

- 3.12 It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration/ installment and/or interest payable by the Allottee/s to the Promoter under these presents for any reason or cause whatsoever, the Allottee/s alone shall personally be liable or responsible to pay the amount of installment/s with interest (if so delayed in payment of the installment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/ financial institution. The Allottee/s shall pay such amount/s so due and payable to the Promoter from his/her/their own source of income. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Allottee/s and/or his/her/their Banker/ Financial Institution the Allottee/s personally shall be liable to pay such amount of interest as the Promoter is entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoter. It is however clarified that on the Promoter cancelling the allotment of the said



Premises and the said Car Parking Space and termination of this Agreement, the Promoter after deducting liquidated damages as per Clause 8.7 herein below, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who had disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the original of this Agreement duly cancelled and against execution and registration of deed of cancellation/re-conveyance of mortgage premises/necessary writings / documents by the Allottee/s and the balance, if any, of such refund shall be refunded to the Allottee/s;

3.13 If any of the payment in cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 8.7 below and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge dishonor charges of Rs.5,000/-(Rupees Five Thousand only) for dishonor of payment instruction upon first instance and for second instance the same would be Rs.10,000/-(Rupees Ten Thousand only) in addition to the rate of interest at Interest Rate for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only;

3.17 The Allottee/s shall verify the carpet area of the said Premises that has been allotted to the Allottee/s after the masonry work with internal plaster/bare shell of the said Premises is complete. The Parties hereby agree that the dimensions of the said Flat shall be reckoned from brick to brick. The proposed carpet area of the said Flat would be as per the approved plans and may reduce as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door frame use and railings, etc. However, the said Purchase Price shall remain unchanged for such marginal



reduction. The Parties hereby agree that the dimensions of the said Flat shall be reckoned from brick to brick. The proposed carpet area of the said Flat would be as per the approved plans and may reduce as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door frame use and railings, etc. However, the said Purchase Price shall remain unchanged for such marginal reduction. In case, the Occupation Certificate granted by the Corporation contains carpet area other than agreed herein the revised total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated by the Promoter. In the event if there is any variation in carpet area, then only recourse available will be a pro-rata addition of the total consideration payable/paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 above;

(iii) Clause 6.1 – added portion:

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve



Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time;

(iv) Clause 7 – added portion:

7.1 The Allottee/s agrees and undertakes that upon handover of possession, the Allottee/s shall carry out any fit-out/interior work strictly with prior written permission of the Promoter subject to payment of interest free refundable of Rs 50,000/- ("Fit-Out Deposit") in accordance, with the rules and regulations framed by the Promoter ("Fit-Out Manual") and without causing any disturbance, to the other purchasers/ Allottee/s of premises in the said Building. The Fit-Out Manual will be shared at the time of handing over possession of the said Premises. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Building, then the Promoter shall be entitled to call upon the Allottee/s to rectify the same and to restore the said Premises and/or the said New Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the said Premises or the said Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee/s. If the Allottee/s fails to reimburse to the Promoter any such costs/charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the said Premises. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses



whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said Building and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the said Premises or the said Building;

- 7.2 Upon the possession of the said Premises being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Promoter, its engineers, workmen, laborers or architects to enter upon the said Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the said Building or if necessary any part of the said Premises provided the said Premises is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his/her/their agents and the Allottee/s shall reimburse and/or pay to the Promoter or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his/her/their agents.

- (v) Clause 8.7 – added portion:
- (a) pre-determined and agreed liquidated damages equivalent to 10 % of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination;
- (b) brokerage fees paid by Promoter;
- (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter's Termination Notice;
- (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of



Promoter's Termination Notice as aforesaid and refund and/or entitled to recover the balance, if any, to/from the Allottee/s.

Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the dispatch of the said cheque towards refund from the Promoter to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents irrespective of whether the Allottee/s accept/s or encash/s the cheque or not, will tantamount to the Promoter having refunded amount due to the Allottee/s and the Allottee/s shall deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. However, in case if the Promoter is entitled to claim the shortfall in the amounts as aforesaid, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s with immediate effect therefrom. Further, upon termination of this Agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter's Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Promoter and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely.

(vi) Clause 11 – added portion:

11.2 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises and in



specific the structure of the said Premises in the said Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability shall automatically become inoperative. The word 'defect' here means only the workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of premises by the Occupants, vagaries of nature etc.;

- 11.3 It shall be the responsibility of the Allottee/s to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his/her/their unit are regularly filled with white cement/epoxy to prevent water seepage;
- 11.4 In the event, any damage is cause to the neighboring flats/units or the flats/units of upper or down floor of the said Premises while doing fit out work in the said Premises then in that event, it is sole responsibility of the Allottee/s to cure and rectify such damages at his/her own cost and further Promoter shall be entitled to impose penalty towards damaged caused by such Allottee/s and if Allottee/s fail to pay such Penalty within 7 (seven) days from the date of intimation by the Promoter in that behalf, the Promoter shall have right to terminate this agreement without further recourse to the Allottee/s.
- 11.5 Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/said Unit/ said New Buildings and if the annual maintenance contracts are not done/renewed by the Allottee/s,



then the Promoter shall not be responsible for any defects occurring due to the same;

- 11.6 That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable;
- 11.7 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/includes hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;
- 11.8 It is expressly agreed that before 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 surveyor who shall survey and access 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.

(vii) Clause 13 – added portion:

- 13.1 After completion of the redevelopment of the Project Property, and in accordance with provision of RERA, the Promoter shall cause the said Society to admit Allottee/s and/or prospective purchasers of said Flats/Units as members of the said Society. However, under any circumstances, the Allottee herein shall not insist/pressurize the Promoter to form separate society or condominium of Free Sale Component Flats;



- 13.2 For this purpose, the Allottee/s 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 becoming a member of Common Organization / said Society, including the bye-laws of the Common Organization/said Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter enable the said Society to admit the Allottees / prospective purchasers as Members thereof. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Common Organization/said Society, as may be required by the Competent Authority;
- 13.3 The name of the said New Buildings and said Project shall not be changed by the Allottee/s or said Common Organization anytime in future under any circumstances;
- 13.4 The Common Organization/said Society shall admit all Allottee/s of units and premises of said New Buildings as members, in accordance with its bye-laws;
- 13.5 The Promoter shall, even after admission of Allottees/prospective purchasers in the said Society be entitled to deal and dispose of their respective unsold flats/units/ premises /parking spaces as per their choice and on such terms and conditions and consideration as the Promoter may deem fit and proper;
- 13.6 The Promoter shall be entitled, but not obliged to, join as a member of the Common Organization/said Society in respect of the unsold premises in the Real Estate Project, if any;
- 13.7 Upon offering the possession of the flats and units to the members and the Allottees of the said New Building, the Common Organization/said Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend the necessary co-operation and



shall do the necessary acts, deeds, matters and things as may be required in this regard;

- 13.8 Till the entire development of the said Project Property to its full development potential has been completed in all respects, the Allottee/s, the Common Organization/ said Society 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 and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights;

(viii) Clause 19 – added portion:

- 19.1 The Allottee/s has/have gone through the terms and conditions as set out in the said Development Agreements and hereby undertake(s) to abide by the same. The rights and entitlements of the Allottee/s hereunder are subject to the terms and conditions of the Development Agreements and bound by the terms and conditions stipulations of the Corporation as also this Agreement and the Fit out Manual / Guidelines and the rules and regulations and bye-laws of the said Common Organization/said Society;
- 19.2 To use the Premises or permit the same to be used only for Residential purpose under the rules, regulations and bye-laws of the Common Organization/said Society;
- 19.9 Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Organization and of the MCGM and other concerned authorities;
- 19.10 Not to cause any nuisance, hindrance, disturbance and annoyance to other Allottees of premises in the said Building or other



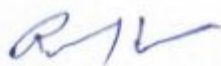
occupants or users of the said New Buildings, or visitors to the said Building or other New Buildings, and also occupiers of any adjacent, contiguous or adjoining properties;

- 19.11 Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said New Buildings in any manner whatsoever;
- 19.12 Not to shift or alter the position of the pantry (if any) and/or toilets which would affect the drainage system of the said Premises/ said Building in any manner whatsoever;
- 19.16 Not to change the user of the said Premises without the prior written permission of the Promoter and the said Common Organization/said Society and the concerned government authority;
- 19.21 The Allottee/s shall not at any time carry out any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- 19.22 To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoter or the said Common Organization/said Society, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;
- 19.23 To pay all amounts agreed or liable to be paid by the Allottee/s pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee/s to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee/s and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the



Promoter by reason of non-payment non-observance and/or non-performance thereof;

- 19.24 The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee/s will pay all such charges without any dispute;
- 19.25 The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts, podiums, ramps in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;
- 19.26 The Allottee/s shall not display at any place in the said Premises/said 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 or glass façade of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- 19.27 Neither the Allottee/s nor the said Common Organization/said Society, shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, the said Development Agreements or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization/said Society, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;



- 19.28 In the event Allottee/s would carry out any unauthorized construction/modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Allottee/s shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Common Organization/said Society and/or the concerned government, local or public bodies or authorities in that regard;
- 19.29 The Allottee/s shall indemnify and keep indemnifying the Promoter and said Common Organization/said Society as the case may be and/or as may be applicable towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s;
- 19.30 Not to cover or enclose in any manner whatsoever, the open balcony/ies, verandah, car parking space/s or other open space forming a part or appurtenant to the Premises/s in the said Building without the prior written permission of the Promoter/ Common Organization/said Society / concerned authority;
- 19.31 The Allottee/s hereby agrees to abide by the terms and conditions of the part/full occupation certificate granted by the Corporation and on breach of the same the Allottee/s shall remain solely responsible for the same;
- 19.32 The Allottee/s acknowledges that the Promoter has readily provided information/clarifications as required by him/her/ them and has/have not relied upon nor has/have been influenced by any sale plans, pamphlets, sample Apartment, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral concerning the amenities to be made available or any other data except as represented in this Agreement and the Allottee/s



has/have relied solely on his/her/their own judgment in deciding to enter into this Agreement;

(ix) Clause 20 – added portion:

In view of the importance of signage for the successful Project development, Allottee/s has specifically agreed and understood that the Promoter shall have absolute right on the signage inside/outside/near, within or on the face of the said New Building/s/said Project and the Promoter may determine at its own discretion and allow the usage by the Allottee/s of such signage. The Promoter shall have absolute right to identify, earmark and allot the places for affixing signage on the exterior/interior of the said New Building/the said Project Land. The Allottee/s shall be responsible to install and maintain such signage within the space, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his/her own cost. The Allottee/s hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time. The Promoter may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee/s of such signage from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/assigns or said Common Organization/said Society or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signage. The Allottee(s) further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the said Building or anywhere on the exterior of the said Building or common areas or in the said Project Land



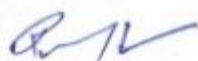
except at the places specially earmarked and allotted by the Promoter.

(x) Clause 21 – added portion:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Project Land and/or the said New Building as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold/allotted to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Transfer Document.

(xi) Clause 22 – added portion:

- 22.1 Terraces on the top habitable floors and the top common terrace/s of the said for Project shall vest exclusively with the Society and Promoter shall be entitled to put hoardings and advertisement on such terrace/s. The Promoter shall not be liable to pay any compensation amount or charges whatsoever in respect of the same to the Allottee/s or the said Society;
- 22.2 The right to use the terrace of the Allottee/s (as per Bye-Laws) in the said Project shall be subject to the Promoter's right to construct additional floors.
- 22.3 The Allottee/s agree and undertake that the Allottee/s shall not dispute or object or interfere with the rights of the Promoter reserved herein by raising any disputes or Court injunctions under the Real Estate (Regulation and Development) Act, 2016 and/or under any other provisions of any other applicable law;
- 22.4 The Promoter is entitled to develop the said Property by demolishing the said Existing Building re-housing said Existing



Members as permanent alternate accommodation premises at free of cost on ownership basis on the term and conditions of said Development Agreements and balance FSI potential available for free sale for either residential flats or as commercial units to various prospective purchasers on the terms and conditions the Promoter deem fit and proper. The Allottee hereby accord his/her/their permission that, the Promoter shall be entitled by virtue of said Development Agreements to re-housing said Existing Members as permanent alternate accommodation premises at free of cost on ownership basis on the term and conditions of said Development Agreements and he/she/they undertake not raise any dispute in respect thereof:

(xii) Clause 24 – added portion:

- 24.1 Subject to terms and conditions of these presents, the Allottee/s has permitted the Promoter to raise construction loan, project finance loan, loan against the said Project Land and / or other constructed Units/ Premises in the Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non-Banking Financial Corporation ("Lenders") and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise);
- 24.2 The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/ facility shall be of the Promoter alone, and the Promoter have also assured and undertaken to the Allottee/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time



without committing any default thereof and keep the Allottee/s herein fully indemnified in respect thereof.

(xiii) Clause 25 – added portion:

25.1 By executing this Agreement, the Allottee/s agrees and covenants to the appointment by the Promoter (as it may in its discretion deem fit) of any agency, firm, corporate body, organization, association or any other person ("Facility Management Company") to manage and maintain the project that is to maintain the said Building and the common areas (including car parking areas and open spaces) as well as operate and maintain the amenities and facilities of the said Project. For this purpose, until such time as the development of the said Project is completed and the possession of all the premises are delivered to all Allottee/s, the Promoter will be entitled at their discretion or through the Facility Management Company, to control the management of the said Building and to realize the outgoings and Maintenance Charges. The Promoter shall be entitled to charge 18% (plus Goods and Service Tax, if applicable) of all maintenance charges / outgoings (excluding Municipal taxes) as service charge for the purpose of Building Management. The Maintenance shall be paid by the Allottee/s of the Apartments of the said Building including the Allottee/s herein on a pro-rata basis;

25.2 It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or the said Common Organization/said Society for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such management, maintenance and operation of the said Project;



25.3 The Allottee/s hereby agrees to pay the fees as may be determined by the Promoter/Facility Management Company for the purpose mentioned in Clause 25.1 above;

25.4 The Allottee/s further agrees and undertakes to be bound from time to time sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purpose of framing rules for (a) management, maintenance and operation of the said Project, (b) use of premises by the purchasers/occupants and (c) for ensuring safety and security of the purchasers/occupants and the said Project. The Allottee/s hereby agrees and confirms not to raise any disputes in the future against the Promoter/ Facility Management Company in this regard.

(xiv) FOURTH SCHEDULE - - added portion:

PARTICULARS	PERCENTAGE	AMOUNT
Booking Amount	10%	
On execution of Development Agreement	15%	
On receipt of Commencement Certificate	25%	
Plinth Completion	15%	
1 st Podium Slab	0.5%	
2 nd Podium Slab	0.5%	
1st Floor Slab	1.0%	
2nd Floor Slab	1.0%	
3rd Floor Slab	1.0%	
4th Floor Slab	1.0%	
5th Floor Slab	1.0%	
6th Floor Slab	1.0%	
7th Floor Slab	1.0%	



PARTICULARS	PERCENTAGE	AMOUNT
8th Floor Slab	1.0%	
9th Floor Slab	1.0%	
10th Floor Slab	1.0%	
11th Floor Slab	1.0%	
12th Floor Slab	1.0%	
13th Floor Slab	1.0%	
14th Floor Slab	1.0%	
15th Floor Slab	1.0%	
16th Floor Slab	1.0%	
17th Floor Slab	1.0%	
18th Floor Slab	1.0%	
Terrace Floor Slab	1.0%	
On Block work	4%	
On Plaster	3%	
On Flooring & Plumbing	3%	
Possession	5%	
Total	100.00%	

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **25/08/2023**. In the event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its Deviation Report.

For Promoter,

M/S. ARIHANT BUILDERS AND DEVELOPERS



Partner

