SAPTRISHI URBAN SPACE PRIVATE LIMITED

Regd Add : 801, Floor -8, Crystal Tower, 46/48, Maruti Lane, Off Bora Bazar Street, Fort, Mumbai 400 001

Correspondence Add : Unit No. 202 C Wing 2nd floor Godrej Coliseum Behind Everard Nagar, Sion East, Mumbai – 400022

CIN No. U45500MH2021PTC368063

Date: 19.10.2023

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

Subject: Clarification on submission of deviation report to Annexure-A Model form of Agreement for Sale to be entered into between Promoter and Allottee(s).

Ref: Proposed real estate project on land bearing CTS No. 104J admeasuring 2387 square meter as per demarcation and admeasuring 907 square meters together with tit-bit land admeasuring 1440.12 square meters, i.e. admeasuring in aggregate 2,347.12 square meters lying and being at Village Dindoshi, Taluka Borivali, Malad (East), Mumbai – 400 097.

Sr. No.	Our proposed AFS (Clause No.)	Clause	Deviation, Modification or Addition and its reason (if any)
1.	1.	The Promoter shall construct the said Building (wherein comprised are the said Premises agreed to be acquired by the Allottee/s as hereinafter contained) on the said Property in accordance with the plans, designs and specifications approved by the authorities concerned from time to time. The present particulars of said Building e.g. number of structures, number of wings therein, number of floors therein, the nature of the flats / apartments comprised therein as permissible under the Development Control and Promotion Regulations, 2034 for the time being in force have been furnished to the Allottee/s and who has / have independently	This entire clause has been added explaining in detail the development and construction.

		scrutinized and satisfied himself / herself / themselves / itself of all aspects relating thereto. Without materially and substantially adversely or prejudicially affecting the said Premises agreed to be acquired by the Allottee/s, the Promoter shall be however entitled to make any variations, alterations or amendments in the scheme of development of the said Property and/or any part/s thereof in particular the plans or specifications of the said Building and/or the layout of the said Property in any manner whatsoever including amalgamation, sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity, gas, etc. for the more beneficial use and enjoyment of the said Property or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the said Property and/or the structure/s constructed or to be constructed thereon or if desired by the Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the authorities concerned. The Allottee/s shall not object to the aforesaid and hereby grant/s irrevocable consent to the same. Provided however that if such variations, alterations or amendments to the plans, designs and specifications adversely affect the said Premises, then the Promoter shall obtain the Allottee/s prior written consent except where such variations, alterations or amendments are required by the authorities concerned or due to change in law.	
2.	2.2	This Agreement is on the express condition that certain other flats / apartments comprised in the said Building constructed or to be constructed in the said Property have or are agreed to be sold subject to the exclusive rights of such flat allottee/s with regard to their	This entire clause has been added for providing clarity as per specific project requirement.

		respective open space / terrace / garden attached to their respective flats / apartments and/or exclusive use of their respective car parking space/s and that the user of each of such flats / apartments and the rights in relation thereto of each allottee/s shall be subject to all the rights of the other allottee/s in relation to their respective flats / apartments. None of the allottee/s of the remaining flats / apartments shall have any right whatsoever to use and/or occupy the open space / terrace / garden as stated aforesaid acquired by any allottee/s including the Allottee/s and exclusive use of car parking space/s allotted to the allottee/s including the Allottee/s if concerned, as aforesaid nor they do or cause to be done anything whereby such allottees including the Allottee/s, if concerned, is / are prevented from using and occupying the open space / terrace / garden / car parking space/s in the manner as aforesaid or the rights of such allottee/s including the Allottee/s, if concerned, to the same are in any manner affected or prejudiced. Correspondingly, the Allottee/s covenant that he / she / it / they shall exercise his / her / its / their rights consistently with the rights of the other allottee/s and shall not do anything whereby the allottee/s of the other flats / apartments are prevented from using or occupying exclusively their respective flats / apartments including the open space / terrace / garden / car parking space/s in the manner as stated aforesaid or whereby the rights of the other allottee/s with regard to their respective flats / apartments including the open space / terrace / garden / car parking space/s as aforesaid are in any manner affected or prejudiced. The Allottee/s covenant that he / she / it / they shall not raise any objection, claim or demand against the Promoter or against any other allottee/s in	

		relation to the exclusive use by any other allottee/s of any restricted common areas and facilities, exclusively granted to such allottee/s.	
3.	3.2	The Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned in the Fourth Schedule hereunder written. It is hereby clarified that these amounts do not include the dues for electricity, gas and other bills for the said Premises and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agree to pay to the Promoter, such other charges or such other amounts under such heads as the Promoter may indicate without any demur	This entire clause has been added with respect to additional amounts.
4.	3.3	It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in the Fourth Schedule hereunder written, the Allottee/s shall forthwith pay on demand to and/or deposit the additional amounts with the Promoter. Such additional amounts shall not carry any interest.	This entire clause has been added with respect to additional amounts.
5.	3.4	At the time of delivery of possession of the said Premises by the Promoter to the Allottee/s, the Allottee/s shall also pay to the Promoter lump sum charges for maintenance of common areas and facilities excluding the electricity and water charges for common areas in the said Building for a period of [●] ([●]) years as mentioned in the Fourth Schedule hereunder written. The Promoter shall use and utilize the aforesaid amount towards maintenance of common areas and facilities of the said Building till the end of [●] ([●]) months of possession being handed over (which date means the date on which Promoter shall give notice to the Allottee/s	This entire clause has been added with respect to additional charges.

		that the possession of the said Premises are ready to be handed over to him / her / it / them). In the event the expenses increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.	
6.	3.5	At the time of delivery of possession of the said Premises by the Promoter to the Allottee/s, the Allottee/s shall also pay to the Promoter the corpus fund as mentioned in the Fourth Schedule hereunder written which will be utilized for meeting the expenses of common areas and facilities, repairs, etc. of the said Building. In the event the expenses increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.	This entire clause has been added with respect to additional charges.
7.	3.6	The maintenance deposit and corpus fund so collected shall be invested by the Promoter, at its sole discretion, in any reputed Bank or prescribed security or other secured investments as the Promoter may deem fit yielding optimum return by way of interest / dividend. The income accruing from the deposit after making provision of sinking fund and repair fund shall be earmarked and utilized for defraying the expenses relating to operation, maintenance, repairs and renovations, reinstatement of general amenities and all outgoings to be payable in respect thereof payable by the flat Allottee/s in so far as the same shall extend and the balance will be collected on pro-rata basis (carpet area of flats / apartments) from all the allottee/s of the flats / apartments in the said Building on a recurring periodic basis, be it quarterly / half yearly basis.	This entire clause has been added as per specific project requirement.

8.	3.7	The maintenance deposit and corpus fund to be constituted as above or the balance thereof after incurring expenses as above, will be transferred to and be held by the Society, subject to the Allottee/s fulfilling all the formalities and requirements prescribed by the Society and duly becoming a member of the Society, in such proportion as the Promoter deems fit, so that ultimately the management of these funds and the disbursements to be made therefrom and/or the investment thereof will be controlled by the flats / apartments holders of the said Building after development thereof is fully completed by the Promoter	This entire clause has been added as per specific project requirement.
9.	3.8	The Allottee/s shall also pay the deposits and/or other charges or levies / consultancy and all / any other charges required to be incurred for procurement of electrical service connection from Maharashtra State Electricity Development Corporation Limited, and water and sewage connection from MHADA / MCGM, procurement of gas lines from Mahanagar Gas Limited and/or any other gas distribution company charges paid to the MHADA / MCGM as required by the Promoter together with any other charges / additional charges payable to the MHADA / MCGM or other concerned government / municipal and/or statutory authority and taxes / levies / cess by whatever name called payable to central / state government / municipal authority / statutory authority or any public authority, development / betterment / infrastructure charges or other levies in regard to the construction of the said Building and for development of the said Property and proportionate cost of transformers, L.T. lines and other equipment / accessories required to be installed by MSEDCL, MHADA, MCGM, Maharashtra State Pollution Control Board or	This entire clause has been added with respect to additional charges.

		any other authorities concerned.	
10.	4.6	In the event any cheque/s or any other mode of payment of / by the Allottee/s is / are not honored for any reason whatsoever, then the same shall be treated as a default / breach under this Agreement and the Promoter may at its option be entitled to exercise the legal recourse available to it. Further, the Promoter may, at its sole discretion, without prejudice to its other legal rights and remedies, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand Only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand Only) in addition to the interest for delayed payments. Thereafter, no cheque/s will be accepted and all payments shall be accepted through demand draft / pay order only.	This entire clause has been added to act as a deterrent.
11.	4.8	The Promoter is desirous that the said Building should adhere to the highest industry standards as regards housekeeping and maintenance of the common areas and facilities and thus the Promoter has decided to entrust the housekeeping and maintenance of the common areas and facilities of the said Building to Ceear Realty & Infrastructure Pvt. Ltd. or any of its subsidiary or sister concern or any other entity / person designated by the Promoter, on such terms and subject to such conditions as is reasonable in a contract of such nature. The Allottee/s hereby accord his / her / their / its consent to the appointment of Ceear Realty & Infrastructure Pvt. Ltd. or any of its subsidiary or sister concern / any other entity / person as facility manager for rendering housekeeping and maintenance services of the common areas and facilities of the said Building up to such time that the said Building is completed in entirety. The services to be provided by Ceear Realty & Infrastructure Pvt. Ltd. or any of its subsidiary	This entire clause has been added for providing clarity as per specific project requirement.

		or sister concern / any other entity / person shall be limited to housekeeping and maintenance of common areas, elevators, pump rooms, sewage treatment plant, internal roads, etc. The maintenance charges of the said Premises or any revised amount, collected hereinabove by the Promoter shall be payable to the Promoter or any other entity / person designated by the Promoter.	
12.	4.9	In case of the Allottee/s availing any loan / finance from any bank/s or financial institution/s by mortgaging the said Premises for the purpose of making payment of the Purchase Price, the Allottee/s undertake to direct such bank/s or financial institution/s to pay all such amounts towards the Purchase Price on their respective due dates as mentioned herein and the Allottee/s shall ensure that such bank/s or financial institution/s disburse all such amounts through a cheque / demand draft / pay order drawn specifically in the name of 'Saptrishi Urban Space Private Limited' and payable at Mumbai.	This entire clause has been added for providing clarity as per specific project requirement giving direction to the Allottee who intends to avail loan facility.
13.	5	General Terms 5.1 The said Premises are agreed to be sold subject to the following: a) That the name of the said Building shall always be known as '[●]' and this name shall not be changed without the written permission of the Promoter; b) The Allottee/s shall be bound to comply with the rules, regulations in respect of the said Building including but not limited to bye-laws of the Society; c) Any scheme or resolution or plan affecting the said Property, or any part or part thereof made or to be made by any authority	These general terms have been added and are basically representation which are project specific.

		concerned including the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s; d) Its present user is residential and other permissible users; e) The Allottee/s undertakes that the Allottee/s has / have taken the decision to purchase the said Premises out of his / her / their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement; f) The Allottee/s declare/s and warrant/s that his / her / their / its interest and concern shall be confined to the said Premises and no other or further and notwithstanding anything contained herein or otherwise, the Promoter shall be at full and absolute liberty to revise alter or otherwise deal with the remainder of said Property or any part thereof in such manner as the Promoter deems fit and exigent and the Allottee/s shall not directly or remotely interfere or create hindrance in the operations of the Promoter. This is one of the important terms of the Agreement and any breach thereof by the Allottee/s shall tantamount to ipso facto termination hereof; g) The Promoter shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the common amenity area / open space in such a manner desired by the Promoter including construction of residential and other flats /	

		apartments together with benefit of use and employment of and dealing with in all respects, all or any common areas facilities and amenities including common amenity area / open space of the said Building; h) It is expressly agreed by the Allottee/s that should the Promoter desire to amalgamate or merge any particular flats / apartments with other flats / apartments (adjoining / above / below) into one and/or bifurcate any such flats / apartments into more than one unit, then the Promoter shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such amalgamation / merger / bifurcation and as a consequence of such amalgamation, etc. any alterations, changes, additions, etc. takes place in the layout of such concerned flats / apartments including the inclusion, etc. of the semi-exclusive passage/s and/or other area/s into such concerned flats / apartments amalgamated, etc. as above, the Promoter will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and/or all matters of and incidental thereto provided nothing done by the concerned person/s shall directly affect or prejudice the said Premises agreed to be acquired by the Allottee/s; i) Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said Property together with the structure/s thereon in general and for the benefit of any class of holders of any flats / apartments, as the case may be, or any part thereof;	

		j) All rights of water, water drainage, water course, light and other easements and quasi or reputed easements and rights of adjoining owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden; k) All the terms and conditions contained in any arrangement, relating to the common amenities and facilities as hereafter contained and made or to be made between the Promoter and any person/s, shall be binding upon the Allottee/s; l) It is further expressly agreed between the Parties that the Promoter shall have the right to construct and complete the development of the said Property within the time frame and in the manner provided herein. The Allottee/s hereby give their consent and no objection to the Promoter to carry on and complete the construction of the said Building, sell the flats / apartments contained therein for the consideration and on the terms and conditions as the Promoter deems fit and proper. The Allottee/s agree not to create any obstruction or raise any objection to the Promoter completing the construction of the said Building and using the entire developable capacity of the said Property as the Promoter deems fit and proper; m) For the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum, use and enjoyment of the remaining portions of the said Property and/or any part thereof by the	

		Promoter, the Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said Property all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, water, gas, electricity, telephone connections and/or installations and other services in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. It is agreed that for convenience (administrative or otherwise), the Promoter shall be at liberty in its sole discretion to: i) It is made expressly clear that the ultimate transfer deed/s in respect of the said Property and/or any part thereof and/or the structure/s thereon shall contain such provisions which shall be accordingly framed and the rights and obligations thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective flats / apartments comprised in the said Property as the Promoter may reasonably require for giving effect to and/or enforcing the restrictions, covenants and stipulations; ii) All costs, charges and expenses incurred in connection with the Allottee/s becoming a member of the Society as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee/s including stamp duty, registration charges, etc. payable in respect of such	

		documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders of the flats / apartments, etc. in the said Building including the Allottee/s. The Promoter shall not be liable to contribute anything towards such expenses; n) The Allottee/s and the person to whom the said Premises is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Society may require for safeguarding the interest of the Promoter and/or the other allottee/s in the said Building; o) 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 of the said Property and the said building 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 to the Allottee/s; p) The Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gas lines, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats /	

		apartments of the said Building in respect whereof, the allottee/s of such other flats / apartments, as the case may be, shall have made default in paying his / her / their share of taxes, maintenance charges, etc.; q) It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any part of the said Building including the terrace and/or on the parapet wall and/or on the said Property and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the said Property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's, etc. The Allottee/s hereby agree not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s and/or the Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter; r) It is clarified that the Promoter shall	

		never be liable or required to pay any transfer fees / charges and/or any amount, maintenance, compensation whatsoever to the Society for the sale or transfer of the unsold flats / apartments in the said Building or the said Property; s) Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws; t) The Allottee/s further declare and authorize the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time; u) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital of the Society and/ or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.	
14.	6	Common Amenities, Design and Specifications 6.1 It is agreed that the said Premises shall be of R.C.C. structure with normal brick with cement plaster only. 6.2 The common areas, amenities and facilities in the said Building are specified in the Fifth Schedule hereunder written. The Allottee/s hereby agree, declare and confirm that save and except these specifications, fixtures, fittings and amenities, the Promoter	The highlighted portion has been added to provide wider clarity with respect to the Common Amenities, Design and Specifications and is as per specific project requirement.

		shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and amenities in the said Building / said Property. Further, though the Promoter has proposed to provide certain facilities as mentioned in the sanctioned plans, the Promoter has the right to add, alter, amend or delete any or all of the above facilities with the written consent of Allottee/s 6.3 It is expressly agreed that the said Premises contain specifications, fixtures, fittings and amenities as set out in the Sixth Schedule hereunder written and the Allottee/s confirm that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises. 6.4 The Allottee/s is / are aware that the perspectives / elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoter at its sole discretion may think fit and proper or as may be required by the concerned authorities to be made in them or any of them. The Allottee/s shall have no objection / complaints of whatsoever consent for such changes. Provided however that if such changes adversely affect the said Premises, then the Promoter shall obtain the Allottee/s prior written consent except where such changes are required by the authorities concerned or due to change in law. 6.5 It is specifically understood that the brochures, advertising and marketing material published by the Promoter from time to time in respect of the said Building is merely an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown	

		around the said Building, colour schemes, vehicles, etc. to increase the aesthetic value only and is not factual. The brochure / master plan is the tentative projection of the whole plan of the said Property. There may / will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the said Property shall not / may not be the same as in the brochure / master plan. The Promoter shall not be liable for such variations nor will the Allottee/s question the Promoter regarding the same in any manner. 6.6 The sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the flats / apartments and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement. 6.7 The Parties agree that the Promoter shall be entitled to make such changes, additions, alterations, variations and modifications in the plan and specifications as the Promoter may deem fit and proper or as may be required by the concerned authorities or due to change in law. 6.8 The Parties agree that the Promoter shall be entitled to develop the said Property in a phase-wise manner and/or sector-wise manner as the Promoter may desire. The Promoter is retaining unto itself full rights for the purpose of providing ingress or egress to the Allottee/s from the said Property in the manner deemed fit by the Promoter and the Allottee/s agree/s not to raise any objection or	

		dispute regards the same now or any time in the future and the Allottee/s acknowledge that hardship may be caused during such time and undertakes expressly never to object to the same. 6.9 The Promoter hereby declares that Floor Space Index (hereinafter referred to as "FSI") available in respect of the said Property is 3 (three) only. Notwithstanding anything to the contrary or otherwise contained herein, pursuant to the rights of exploitation of the potential (now or future) of the said Property reserved unto the Promoter, the Promoter shall, at all times hereafter have unfettered and unrestricted right to avail the FSI as may be permissible and in the manner and ratio as the Promoter deem fit and in particular: i) To utilize such FSI now or hereafter available and relating to the said Property or any part thereof in any manner whatsoever in its entire discretion either on the said Property or any part thereof and/or in any other portion/s of any other contiguous or adjoining lands; ii) To utilize such FSI now or hereafter available by way of transfer of development rights, if permitted by the authorities in any other land/s wherever permissible; iii) To utilize FSI now or hereafter available as may be permitted in respect of variation or reduction of open spaces, etc. of the said Property in the structure/s to be constructed on the said Property and/or any part thereof; iv) To utilize such FSI as the Promoter may obtain or acquire by way of transfer of development rights from or in respect of any	

		other land or property or structure/s by construction of additional floors on the structure/s to be constructed on the said Property; v) In any of the aforesaid cases, the Promoter shall furnish to the Society all detailed particulars in respect of such utilization of (on completion of the development of the said Property) the FSI by the Promoter. The FSI (residual, additional, transferred or otherwise) in respect of the said Property not consumed will be available to the Promoter before the conveyance of the said Building in favour of the Society. 6.10 It is hereby agreed between the Parties that balance FSI / TDR if any in respect of the said Property belongs to the Promoter alone and that the Allottee/s as also other flat Allottee/s of various flats / apartments in the said Building shall not have any right, title and interest therein. It is agreed by and between the Parties that if the permitted FSI or density is not consumed in the said Building being put up and/or at any time further construction on the said Property is allowed, the Promoter shall always have the right to put additional construction and/or consume the balance FSI and/or additional FSI of any other property whatsoever and the Allottee/s shall not be entitled to claim any share, right, title or interest in such additional FSI / TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoter in any manner they choose. The Promoter shall be entitled to float the FSI / TDR of the said Property in the present scheme to any other property and vice versa if so permitted by the concerned authority.	

		6.11 The Promoter shall at all times before the conveyance of the said Building in favour of the Society, have the absolute right to make or cause to be made additions, alterations, raise additional floors or structure/s at any time or construct new structures on the said Property as may be permitted by the concerned authorities and such additions, alterations and/or additional floors or structures shall be the sole and exclusive property of the Promoter who shall be entitled to deal with or dispose of the same in any way it chooses and the Allottee/s hereby consent/s to the same. 6.12 The Allottee/s hereby further agree/s that after the Allottee/s are inducted as member/s of the Society, the Allottee/s shall give to the Promoter all such facilities, assistances and co-operation for the aforesaid purpose and the Promoter shall be entitled to utilize and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines and other conveniences and amenities of the structure/s now being or to be constructed for providing all such facilities conveniences and amenities to the additional floors or structures which may be constructed by the Promoter on the said Building or to the new structure/s and the Allottee/s hereby consent/s to the same. 6.13 It is an express condition of this Agreement that all such agreements entered into by the Promoter with any person/s in respect of any flats / apartments comprised in the said Building shall be binding on the Allottee/s and all other allottee/s of the other flats / apartments in the said Building and that the Allottee/s shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the	

		Agreement/s which are or may be entered into by the Promoter with other person/s with regard to such flats / apartments as aforesaid and the Allottee/s hereby undertake/s and give/s his / her / its / their consent to the Promoter to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Allottee/s as the Allottee/s of the said Premises and/or as member/s of the Society as may be required from time to time to enable the Promoter to carry out its part of such agreement/s as aforesaid.	
15.	7.2	As long as there is a statutory obligation on the Allottee/s, it shall deduct TDS in respect of each payment towards Purchase Price and simultaneously pay the same to the competent authorities and immediately provide proof of payment to the Promoter. The Allottee/s shall deliver promptly to the Promoter and without default, the necessary TDS certificates for each payment made by the Allottee/s enabling the Promoter to claim credit for the same. In the event of any default by the Allottee/s in complying with the obligations above referred, the Promoter shall have a first and exclusive charge on the said Premises to the extent of the TDS amount that remains unpaid to the competent authorities and shall be entitled to recover the same from the Allottee/s. The Allottee/s hereby indemnify the Promoter from and against any losses, damages, demands, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by them against any claim or demand made directly or indirectly in respect of non-payment or insufficient payment of TDS to the competent authorities.	This clause has been added to provide clarity with respect to the payment.
16.	7.3	So long as each of the flats / apartments, car parking spaces, etc. in the said Building are not being separately assessed for municipal	This clause has been added to provide clarity with respect to

		taxes and water charges, the Allottee/s shall pay to the Promoter a proportionate share of the municipal taxes and water charges assessed by MHADA / MCGM on the said Building and the common areas and the said Property. Such proportion shall be determined by the Promoter on the basis of the area of the said Premises, however for the purpose of determining such proportion, the area of the unsold flats / apartments will not be taken into account. The Allottee/s along with the other flat Allottee/s will not require the Promoter to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Premises and other flats / apartments which are not sold or disposed of by the Promoter. In other words, any liability towards taxes or other outgoings, etc. in respect of the unsold flats / apartments, shall be borne and paid by the allottee/s including the Allottee/s herein from the date the Allottee/s are intimated to take possession of the said Premises.	the payment of proportionate charges.
17.	7.4	Subject to what is stated hereinabove, commencing a week after notice in writing is given by the Promoter to the Allottee/s that the said Premises is ready for use, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and the said Building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, watchmen, sweepers and also other expenses necessary and incidental to the management and maintenance of the said Property and the said Building. For payment of the aforesaid, the Promoter shall first utilize from the amounts mentioned in the Fourth Schedule hereunder	This clause has been added with respect to payment.

		written. It is agreed that if the Promoter so require, the Allottee/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Allottee/s till the Allottee/s is / are inducted as member/s of the Society. Amounts paid by the Allottee/s to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until the Allottee/s is / are inducted as member/s of the Society. Subject to provisions of RERA, the aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Promoter to the Society. After the utilization of the amounts so collected under the Fourth Schedule hereunder written, the Allottee/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest will be charged at the rate specified under RERA and the rules made thereunder as amended from time to time. The right of the Promoter to charge interest is without prejudice to any other rights under this Agreement and including right to terminate this Agreement, levy cancellation charges, etc. The Allottee/s are aware that there may be a provision of tandem parking spaces in the said Building. The tandem parking spaces shall be utilized only for car parking by the Allottee/s and are arranged in a way that one car parking space is placed immediately behind another car parking space. In order to facilitate the smooth	

		movement of cars in respective parking spaces, a valet service may be arranged in the said Building. The car parking space allocation shall be made at any suitable place in the lower basement / upper basement / stilt / or on any of the podiums in the said Building. The Allottee/s agree to make monthly payments payable for arranging the valet service and hereby gives express consent to the Promoter in this regard.	
18.	8	Completion and Possession 8.1 8 The Promoter shall endeavor to complete the construction of the said Premises by [●] as disclosed under RERA. Upon completion of the said Building being constructed on the said Property and upon receipt of the final occupation certificate / completion certificate from the concerned authority, the Promoter shall offer possession of the said Premises to the Allottee/s for his / her / their / its use and enjoyment on or before [●] or such extended date as may be allowed under RERA from time to time (hereinafter referred to as "**Completion Date**"). If the Promoter fails or neglects to give possession of the said Premises to the Allottee/s on account of reasons beyond his control and of his agents by the Completion Date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Premises together with interest at the same rate specified under RERA from the date	The highlighted portion in this clause is made in light of the event if any extension is to be obtained on the project which is beyond the control of the Promoter and a remedy has been provided to the Allottee if there is a delay even after extension. Also, Clause 8.2 deals with possession of the Premises and Clause 8.3 deals with the understanding that in which event the Agreement cannot be terminated.

		the Promoter received such amounts till the date of refund. Provided however, that the Promoter shall be entitled to a reasonable extension of time from the Completion Date for giving delivery of the said Premises, if the completion of the said Building is delayed on account of any or all of the following reasons / grounds / factors: 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.; 8.2 The Allottee/s shall make payment of all the installments mentioned hereinabove along with all the other amounts mentioned herein including amounts mentioned in the Third Schedule hereunder written. The Allottee/s shall occupy the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Premises are ready for use and occupation. In the event the Allottee/s fail and/or neglect to take possession within the specified period, it shall be deemed that the Allottee/s have taken possession from the date of such written notice of the Promoter and that date shall be deemed to be the "Date of Possession" and all obligations of the Allottee/s related to taking possession of the said Premises shall be deemed to be effective from the Date of Possession.	

		8.3 Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the final occupation certificate / completion certificate, none of the Parties shall be entitled to terminate this Agreement, except in case of any default / breach by the Allottee/s under this Agreement. 8.4 If within a period of 5 (five) years from the date of handing over possession of the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost. It is however expressly agreed that due to any changes made by the Allottee/s in the said Premises and/or the said Building or by others occupying the said Building, then the Promoter shall not be liable for such repairs. 8.5 Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fails or neglects to take possession within the timeframe provided, such Allottee/s shall continue to be liable to pay maintenance charges, taxes, etc. as may be applicable. 8.6 If the Promoter fails to abide by the timeframe for completing the said Building and handing over the said Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who do not intend to withdraw his / her / their allotment in respect of the said	

		Premises, interest as specified under RERA, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Premises.	
19.	13.	Events of Default and Termination 13.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of the following events (hereinafter referred to as the "Events of Default"): a) If the Allottee/s delay or commit default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise; b) If the Promoter is of the opinion and/or belief that any of the representations, declarations and/or warranties, etc. made by the Allottee/s under this Agreement and/or any other documents or writings executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false; c) If the Promoter is of the opinion and/or belief that the Allottee/s is / are an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or any time thereafter and/or it is apprehended that the Allottee/s is / are likely to default in making payment of the amounts mentioned in this Agreement; d) If the Allottee/s has / have been declared and/or adjudged to be insolvent, bankrupt, etc. and/or ordered to be wound up; e) If the Allottee/s is / are convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence	This clause has been added explaining the events of default which shall lead to termination of the Agreement.

		not less than 6 (six) months; f) If a receiver and/or liquidator and/or official assignee or any other person is appointed in respect of all or any of the assets and/or properties of the Allottee/s; g) If the Allottee/s have received any notice from the Government of India (Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them. 13.2 On happening or occurring of any of the Events of Default, then and in that event, the Promoter shall without prejudice to all other rights and remedies that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, the Promoter shall give 1 (one) month notice to the Allottee/s to rectify / remedy such default / breach and during the notice period, the Allottee/s shall be liable to bear and pay interest at the rate specified under RERA on the due and payable amount from its due date and shall be entitled (but not obliged) to: (i) terminate this Agreement; and (ii) forfeit the amounts paid up till then. Upon the Promoter terminating this Agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever against the said Premises or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose of the said Premises at their sole discretion and as they deem fit. 13.3 Notwithstanding anything contained herein, in case of any delay or default by the Allottee/s in making payment of any of the	

SAPTRISHI URBAN SPACE PRIVATE LIMITED

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CIN No. U45500MH2021PTC368063

		amounts and/or installments of any amount payable under this Agreement including notice period as mentioned herein or otherwise, the Promoter shall, without prejudice to any other rights or remedies that they may have against the Allottee/s, including the right to terminate and forfeit all such amounts from the Purchase Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding amounts at the rate specified under RERA from the due date till the date of actual payment.	
20.	**THE THIRD SCHEDULE (Payment Plan / Schedule)**	We have taken 35 % of the Total Consideration to be paid to the Promoter on completion of the Plinth of the Building or wing in which the said Apartment is located	We are collecting less amount on the completion of Plinth

Place: Mumbai
Date : 19.10.2023

For, **Saptrishi Urban Space Private Ltd**

Cherag
Director

SAPTRISHI URBAN SPACE PRIVATE LIMITED MUMBAI