

Declaration

To

Date: 06/11/2023

MahaRERA

Mumbai,

Subject: Deviation Report for Agreement for Sale.

Ref: Proposed Redevelopment of "Samrat CHSL" building situated at Final Plot No.: 28 of T.P.S. Santacruz No. II, C.T.S. No. G-92 of Village Bandra G, lying, being and situated at Juhu Road, Santa Cruz West, Mumbai-400064

Dear Sir/ Madam,

This is to state that there are no other deviations in the Agreement for Sale for the abovementioned project and the Model form of Sale Agreement as given in Estate (Regulation and Development) Act, 2016 (Rule 10(1) - Annexure "A") other than those given under this Deviation Report.

Deviation Report

RERA Model AFS		PCPL AFS	
Clause No.	Clause	Clause No.	Clause
		Recital X Additional	Prior to the execution hereof, the Allottee/s has/have demanded from the Promoter and the Promoter has given inspection and furnished to the Allottee/s, copies of all the documents of title relating to the Property, the relevant orders, and the approved plans, permissions, designs, and specifications prepared by the Promoter's Architects and all other documents as specified

Page 1 of 56

		<p>under RERA and RERA Rules made thereunder. The Allottee/s is/are completely satisfied with the (i) the nature of the right of the Promoter to develop the Property, (ii) the primary approvals and sanctions obtained / proposed to be obtained from the concerned authorities in respect of the development of the Property / New Building including building plans, floor plan, IOD, commencement certificate and modifications therein obtained / to be obtained from time to time, (iii) the nature of the said Premises comprised therein as per permissible under DCR and such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder. The Allottee/s has/have prior to the date hereof, examined the copy of the RERA Certificate and caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Promoter has answered all the requisitions of the Allottee/s to the complete satisfaction of the Allottee/s and the Allottee/s agree/s and undertake/s not to raise any queries</p>
--	--	--

			<p>and/or objections henceforth with respect to the title of the Promoter herein to the Said Property. This Agreement is entered into by the Allottee/s after independent scrutiny by the Allottee and post the Allottee seeking necessary legal advice.</p> <p>[NOTE: These are factual details that will be disclosed to the Allottee and they will satisfy themselves with the same prior to execution.]</p>
Recital	<p>AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area</p>	EE.	<p>For the purposes of this Agreement (i) "Carpet Area" of the flat means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Flat and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Flat, which is computed into FSI, for exclusive use of the Purchaser/s. The Carpet Area of the said Flat is [●] square</p>

	appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.		meters and Exclusive Areas of the said Flat is [●] square meters. Carpet Area and Exclusive area aggregates to [●] square meters ("Total Area")
		FF. Additional	The Allottee/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc., of various terms and conditions contained in the plans, documents, orders, layout scheme, plan and project including the rights and entitlements available to and reserved by the Promoter as contained in these presents;
1.	Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any	2.1	The Promoter shall develop the Property and construct thereon a building on the Property to be known as "Samrat" consisting of Ground plus 2 (Two) Podiums and 10 (Ten) Upper Floors, consisting of 38 (thirty-eight) residential flats totally in accordance with the plans, designs and specifications as approved by the MCGM from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the

	Government authorities or due to change in law.		Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except in cases of (i) any alteration or addition required by any Government authorities or due to change in law or (ii) any change as contemplated by any of the disclosures already made to the Allottee, or (iii) any change that does not affect the location and area of the Premises. "Adverse" effect with reference to this clause shall mean the change in location, area and size of the Premises.
1. c.	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) in the following manner :- i.	3.2	The Allottee/s hereby agree/s to pay to the Promoter the balance amount of Rs. [●]/- (Rupees [●] only) subject to the applicable said Taxes (as defined herein below) in the following manner: (Kindly refer to the Table I hereunder written)

<p>Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement</p> <p>ii. Amount of Rs...../-(.....) (not exceeding 45% 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.</p> <p>iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.</p> <p>iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.</p> <p>v. Amount of Rs...../- (.....)</p>	
---	--

<p>(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../-{.....} (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../-{.....} (not exceeding 95% of the total consideration) to be paid to the Promoter 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</p>		
---	--	--

	Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.		
		3.3 Additional	Upon completion of each stage of construction linked to the payment by Allottee/s as aforesaid, the Promoter shall intimate in writing to the Allottee/s to make the payment as per the aforesaid Schedule (hereinafter referred to as "Promoter's Intimation"). It is hereby expressly agreed by and between the Parties that time shall be the essence of this Agreement for payment of instalments as aforesaid and for complying with the terms and conditions of this Agreement. The Allottee/s further agree/s and undertake/s to accept and not dispute the Promoter's Intimation for raising a demand of the corresponding instalment of the Sale Consideration and further undertakes to pay the amounts

			<p>mentioned in the Promoter's Intimation within 15 (fifteen) days of said demand letter being sent to the Allottee/s in the separate account opened by Promoter in that regard.</p> <p>[Note: While this clause is absent from the Model AFS, this clause merely prescribes the procedure to be followed for payments to be made by the Allottee.]</p>
		3.4 Additional	<p>The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Consideration as required under the Income-tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.</p> <p>[NOTE: while this clause is absent in the Model Form AFS, deduction of TDS is a mandatory statutory compliance]</p>
4.1	If the Promoter fails to abide by the time schedule for completing the project	3.6	<p>The Sale Consideration or part thereof may, at the specific instruction of the Promoter in that regard, have to be paid</p>

	and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.		by the Allottee/s by way of pay order / cheque / demand draft drawn in favour of the Promoter or if directed by the Promoter, by direct bank transfer/RTGS in the Promoter's Bank Account. Time as to payment shall be of the essence and the Allottee/s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests on all delayed payments from the due date till the date of payment thereof. [Note: this clause merely prescribes the manner of payment of sale consideration. Further it prescribes the rate at which interest on delayed payments will be charged which is according to the RERA Rules]
		3.7 Additional	In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Premises, if allotted, the Allottee/s undertakes to direct such

			<p>financial institution to pay all such amounts towards the Sale Consideration on the respective dates and the Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards the Sale Consideration due and payable to the Promoter through an account payee cheque/ pay order/ demand draft. Any payments made in favour of any other bank accounts other than mentioned hereinabove shall not be treated as payment towards the Premises, if allotted and shall be construed as a breach on the part of the Allottee/s of the terms and conditions of this Agreement, and the Allottee/s shall forthwith be required to make the necessary payment to the aforesaid accounts.</p> <p>[Note: Many Allotees take bank funding to pay the sale price and is required by the Bank.]</p>
I.d	<p>The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax,</p>	4.1	<p>The Sale Consideration as also all other amounts as may be due and payable by the Allottee/s under these presents are exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/ payable now</p>

	and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]		or become applicable/payable in future) including Goods and Service Tax ("GST") and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies etc., or any other tax/liability on account of this transaction ("said Taxes") payable on the Sale Consideration and/or any other amounts payable under this Agreement shall be borne and paid by the Allottee/s alone. The Promoter shall never be liable, responsible and/or required to bear, and / or pay the said Taxes or any part thereof. [NOTE: Intent of Model AFS is clear that total sale consideration is exclusive of taxes. This clause merely lists the kinds of taxes that shall be applicable]
		4.2 additional	Such payments / reimbursements shall also be made by the Allottee/s to the Promoter proportionately along with payments/ instalments of the Sale Consideration under Clause 3.2 hereinabove, within fifteen (15) days

			from the date of the intimation by the Promoter in that behalf.
		4.3 additional	The Allottee/s do/does hereby further agree/s and undertake/s to indemnify and keep the Promoter indemnified, saved, defended and harmless of, from and against any cost, charge or expense incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event or in case of default by the Allottee/s in the payment of said Taxes or further statutory payments, liabilities in respect of the Premises or relating to construction, development, sale, marketing, etc then (a) the same will be payable along with interest as mentioned in this Agreement; and (b) the Promoter will be entitled to a first charge and lien on the Premises to the extent of such outstanding amounts in respect of the said Taxes including statutory taxes/dues,

			[Note: This clause is an indemnity from the allottee in case of non-payment of taxes and statutory dues.]
		5 Additional	<p><u>CAR PARKING SPACE</u></p> <p>For the better and more convenient use and enjoyment of the Flat and at the request of the Allottee/s, the Promoter have hereby granted to the Allottee/s, the right to use the Car Parking Space. The Allottee/s shall use the Car Parking Space only for the purpose of parking the Allottee/s' own vehicle. The Allottee/s acknowledge/s that the Flat and the Car Parking Space, shall be held by the Allottee/s as one composite unit and the Allottee/s shall not be entitled to transfer the use and enjoyment of any one without the other. All unallotted car parking spaces shall always be the sole and absolute property of the Promoter which the Promoter can deal with or dispose of as it may deem fit. The Allottee/s is/are aware that other prospective purchasers/Allottee/s will also be allotted car parking spaces as is being allotted to the Allottee/s and the Allottee/s unconditionally agree/s to</p>

			accept the same without any claim, demur and/or protest
		6. Additional	<p><u>RIGHTS AND ENTITLEMENT OF THE PROMOTER:</u></p> <p>6.1 It is agreed that till the date of receipt of Occupation Certificate in respect of the New Building, the Promoter shall be entitled to load permissible F.S.I. and avail fullest benefit of Transfer of Development Rights / Development Right Certificate on the Property and Fungible Compensatory F.S.I. with or without premium as may be sanctioned by MCGM for using the full development potential of the Property or as may be required by the concerned local authority / Government, using such present and future Floor Space Index (FSI) Transferable Development Rights (TDR) and all the benefits, potentials, yield, advantages, etc. including to use and consume floating rights, etc., on the Land or Property presently available and/</p>

			<p>or that may be available in the future for any reason including on account of change in government, laws or policies while constructing the New Building under the provisions of DCPR and as per the rules and regulations prevalent from time to time. The Promoter shall further be entitled to make such variations and modifications to the layout building plans and specifications parking spaces, open spaces, amenities area, recreation areas, garden spaces, varying the access to the New Building as the Promoter may consider necessary for efficacious planning of the project or otherwise, on account of change in regulations / law / Act, etc, from the concerned authorities and/ or such other FSI / TDR that may be available to the Promoter, without obtaining any prior consent of the Allottee/s, provided it does not affect the area, and location of the Said Premises and the Allottee/s hereby grant/s irrevocable consent</p>
--	--	--	---

			<p>to the same. However, in the event any law, for the time being in force, requires the Promoter to obtain consent of the Purchasers and/or Allottee/s in the New Building, then the Allottee/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall fully co-operate and assist the Promoter in respect thereof. All such additions, alterations, additional floors and/or structures shall be the sole property of the Promoter who shall be solely entitled to sell/ allot and/or otherwise deal with the same in the manner as they may desire and deem fit and proper and further that the Promoter shall be entitled to utilise and consume such TDR, F.S.I or any other potential, other rights, benefits to the maximum extent permissible as per the rules/regulations in force at such relevant time. The Allottee/s agree/s, confirm/s and undertake/s</p>
--	--	--	--

			<p>not to directly / indirectly claim any amount / compensation, etc., and shall cooperate with and assist the Promoter in respect of what is stated in this clause.</p> <p>6.2 The Promoter may avail loan/financial assistance from banks/financial institutions for development of the Property including construction of the New Building in which the Premises is situated and as a security for the payment thereof the Promoters have a right to encumber mortgage and create third party rights on Promoters Free Sale Premises including saleable FSI and receivables of the Allottee/s. The Promoter further agrees and undertakes to obtain and/or get issued NOC from such banks/financial institutions in favor of the Allottee herein in respect thereto before execution hereof or as the case may be. Further the Allottee shall make payments to the designated bank</p>
--	--	--	---

			<p>account as agreed between the Promoter and the bank/financial institution and the same is being reflected on the RERA website of this project, in accordance with the RERA norms. The Allottee/s consent/s/ acknowledges/ approves and is/are aware of the Promoter availing/ having availed such loan and/or financial assistance on such terms and conditions as the Promoter may deem fit and proper, without however the Allottee/s being responsible in any manner for repayment of loan along-with interest and/or incurring liability of any manner whatsoever, finalized or otherwise.</p> <p>6.3 The Promoter shall be entitled to erect hoardings / boards / logo of its brand name in the form of neon signs, MS letters, vinyl, sun boards in the common areas of the said Project as the Developer with respect to proposed development.</p>
--	--	--	--

			<p>6.4 It is specifically agreed that the New Building shall always be known as "Samrat" and this name shall not be changed without the written consent of the Promoter and/or the Society.</p> <p>6.5 On completion of construction by the Promoter and on receipt of OC, the Promoter shall within a period of 30 days from the receipt of such OC, handover the management and administration of the newly constructed building to the Society and the the Allottee/s hereby within the period of 30 (thirty) days confirms to permit the entry of the Promoter and its surveyors and agents with or without workmen and others, and the Promoter shall during such limited period of 30 (thirty) days, have irrevocable, unconditional and unfettered right and shall be entitled to at all times, to enter into and upon the Flat as also the said new building and the Property or any part thereof to view and examine the state and conditions</p>
--	--	--	--

			thereof for the purposes of maintaining the same in good order and condition.
1.g.	The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when	7.1	The Promoter shall confirm the final total area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the total area, subject to a variation cap of 3 (Three) percent. The total price payable for the total area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the total area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the total area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed

	such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.		for the total Sale Consideration under Clause 3 hereinabove.
		7.2 Additional	The Allottee/s agree/s and confirm/s that the New Building contains the Common Areas, Amenities and Facilities as specified in the attached as an Annexure "G" hereunder written. The Allottee/s hereby agree/s, declare/s and confirms/ that save and except the said Common Areas, Amenities and Facilities, the Promoter shall not be liable, required and /or obligated to provide any other Common Areas, Amenities and Facilities in the New Building. It is expressly agreed that the right of the Allottee/s under this Agreement or

			otherwise shall always be restricted to the Said Premises and Common Areas and amenities only, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Sale Consideration and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings, etc., hereof.
		10.4 Additional	The Allottee agrees that the Society shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the common areas / open space in such a manner desired by the Society.
		10.5 Additional	It is expressly agreed by the Allottee/s that in the event, if the Promoter desire to amalgamate or merge any particular premises with other premises (adjoining / above / below) into one and/or bifurcate any such premises 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 premises including the inclusion, etc., of the semi exclusive passage/s and/or other area/s into such concerned premises 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 and hereby grant/s irrevocable consent for the same provided nothing done by the concerned person/s shall directly affect or prejudice the Flat herein agreed to be acquired by the Allottee/s;
		10.6 Additional	The Allottee/s and the other persons to whom the premises is/are permitted to be transferred to shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter may require for

			safeguarding the interest of the Promoter and/or the Allottee/s and other premises holders in the said Project
7.1 & 7.2	Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.	12.2	The Allottee/s shall take possession of the Premises within 15 (fifteen) days of the Possession Notice, subject to the Allottee/s making payment of the balance instalments of the Sale Consideration and all other outstanding amounts due and payable to the Promoter under the terms of this Agreement. Upon receiving the Possession Notice from the Promoter, the Allottee/s shall prior to taking possession of the Premises be required to execute necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and as the Promoter deems fit at that relevant time. [Note: in addition to the procedure to take possession as prescribed under Model AFS. This clause prescribes for the Allottees to execute necessary indemnities and undertakings before taking possession.]

	<p>The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.</p> <p>7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:</p>		
7.3	<p>Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the</p>	12.3	<p>Immediately on the date of the receipt of the Possession Notice and irrespective of whether the Allottee/s has/have taken physical possession of the Premises, the Allottee/s shall be bound and liable to bear and pay all amounts due and payable under this Agreement including the balance portion of the Sale</p>

<p>[Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.</p>	<p>Consideration and other amounts under the terms of this Agreement. In addition to the same, the Allottee/s shall be liable to pay all outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of the Common Areas, Amenities and Facilities and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the said Project and/or New Building or any part thereof and other charges and levies of like nature, payable in respect of the said Project and the Premises, to the Society/ all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons as applicable. [Note: This clause is in line</p>
---	---

			with clause 7.1, 7.2 and 7.3 (procedure for taking possession) of the Model AFS. It is merely giving details as to the maintenance and other charges that the Allottee shall be liable to pay from the date of Possession notice.]
		12.4 Additional	Prior to taking possession of the Premises, the Allottee/s shall inspect all the fixtures and fittings in the Premises. Thereafter, the Allottee/s shall have no claim against the Promoter in respect of any item of work in the Premises which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.
		13.1 Additional	The Allottee/s shall, on or before taking possession of the Premises pay to the Promoter, <i>inter alia</i> , the following amounts in addition to the Sale Consideration and all other amount payable by the Allottee/s under this Agreement or otherwise: [Note: kindly refer the table II provided hereinbelow]

		<p>13.2 - 13.4 Additional</p>	<p>13.2 The Promoter shall not be liable, responsible and/or required to render the accounts in respect of the amounts mentioned hereinabove. It is further clarified that the Allottee/s agree/s to pay to the Promote, such charge, under such heads as the Promoter may indicate. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the Flat and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. In the event, the Allottee/s fail/s to pay all the amounts payable under these presents, the Promoter shall not be obliged to handover possession of the Premises.</p> <p>13.3 The Promoter shall during the period of construction, bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the New Building or the Property on which the New Building stands, non-agricultural assessment and other assessments and/or dues and/or</p>
--	--	---------------------------------------	--

		<p>charges of any sort in respect of and/or concerning the New Building or the Property on which the same is standing or in respect of and/or concerning the New Building, till the date of receipt of Possession Notice. From the date of possession notice, the Allottee/s will be liable and responsible for bearing its pro-rata share as per the calculation made by the Promoter and/or Society. It is clarified that all taxes, dues, cess, outgoings with respect to the Premises from the date of receipt of the Possession Notice shall be borne and paid by the Allottee/s as per the details provided by the Promoter and/or Society, without any delay and/or demur. i.e Immediately on the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet/built up area of the Premises) of outgoings in respect of the Property and the New Building namely local taxes, betterment charges or such other levies, duties, taxes etc. charged by the concerned local authority and/or Government and shall further become</p>
--	--	---

		<p>liable to pay water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the New Building. The Allottee/s shall pay to the Society such proportionate share of outgoings as may be determined. The monthly outgoings payable in respect of the Premises shall be determined by the Society.</p> <p>13.4 The Allottee/s shall pay to the Society a proportionate share of the sinking fund as levied by the Society together with municipal taxes, property taxes and water charges assessed by the MCGM in respect of the Said Premises as well as Common Areas, Amenities and Facilities, the New Building and the Land on which the same is standing. Such proportion shall be determined by the Society on the basis of the area of the Flat.</p> <p>[Note: These clauses give details of charges and deposits other than the</p>
--	--	--

			sale consideration payable by the allottees and manner of the payment.]
		14. Additional	<p><u>RIGHTS AND OBLIGATION OF THE PROMOTER: -</u></p> <p>14.1 The Allottee/s agree/s and confirm/s that the Promoter shall handover the administration and management of the New Building in favour of the existing Society only after;</p> <p>i. the entire Floor Space Index ("FSI"), potential, yield of the land under development and /or Transferable Development Rights ("TDR") has been fully utilized, consumed, loaded etc.;</p> <p>ii. the New Building is completed in all respects; and necessary documents in respect of the New Building and property is handed over to the Society.</p> <p>14.2 All the unsold flat(s) / units / premises and rights of unallotted car parking space(s) and the proportionate share in the Common Areas, Amenities and Facilities, by virtue thereof, shall always be the sole and absolute property of the Promoter. The Promoter shall be</p>

		<p>fully entitled to and be in absolute control of other areas/ portions of the New Building until the said areas / portions are handed over to the Society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights and to sell, allot, give on lease, sub-lease, and/or deal with and dispose-off its rights and obligations and/or the New Building and/or all other unsold flats, units, premises, garages and car parking spaces and any other area/portion in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person.</p> <p>14.3. The Promoter shall have an option to become member of the Society in respect of its right and benefits of the unsold flats, units, premises and car parking spaces or for such rights and benefits which the Promoter is otherwise entitled to in any manner whatsoever in terms of Development Agreement. If the Promoter transfer, assign and dispose-off such rights and benefits at any time</p>
--	--	--

		<p>to anybody, the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the Society in respect of the said rights and benefits. The Society and / or its Members will not have any objection to admit such assignees or transferees as members of the Society and the Allottee/s hereby give/s his/her/their specific consent to them being admitted.</p> <p>14.4 The Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold flats / units / premises, etc., in the New Building even after the receipt of the Occupation Certificate.</p> <p>14.5 The Society shall not issue Share Certificate to any purchaser / allottee/s without obtaining the No-Objection Certificate from the Promoter certifying that the Allottee has no outstanding/dues pending on any account to be received from the purchaser/allottee/s and remaining unpaid. If the Society issues Share</p>
--	--	--

			<p>Certificate to any purchaser/allottee/s without adhering to or abiding by the aforesaid condition, the Society shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/allottee/s to the Promoter.</p> <p>14.6 Notwithstanding what is contained in this Agreement, clause 8.3 is subject to the provision that in the event of the Allottee/s committing default in payment of any of its instalments due and payable under this Agreement and/or entire balance consideration (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) under this Agreement, the Promoter shall be entitled to extend a period of 30 days or more to make the necessary payment to the Promoter, On Allottee failing to rectify the breach or breaches and making due payment, within the stipulated period, the Promoter shall at its own option and</p>
--	--	--	---

			<p>discretion terminate this Agreement by issuing a termination notice in writing to the Allottee. Upon such termination, the Promoter shall identify a new allottee/purchaser, alternatively the Allottee in need of urgent funds/monies may also refer such new Allottee/Purchaser to the Promoter, which shall be approved by the Purchaser, and upon resale and transfer of the said Premises to new allottee/purchaser and receipt of the sale price thereon, the Promoter shall after adjusting the pre-estimated liquidated damages, brokerage/referral fees, administrative charges as determined by the Promoter along with interest rate payable as under this Agreement, also exclusive of any indirect taxes, stamp duty and registration charges, refund to the Allottee/s, the balance amount, if any of the paid-up sale consideration. Further, upon the receipt of the notice of termination of this Agreement, the Allottee/s</p>
--	--	--	---

			shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.
		15.9. Additional	<p><u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</u></p> <p>The Promoter has during the period of construction, duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, which may be due and payable with respect to the said Project to the competent Authorities, and the same shall be paid only till the date of receipt of the Occupation Certificate and thereafter the same shall be proportionately borne by the members of the Society including the Allottee/s herein; and</p>

		16	<u>REPRESENTATIONS, WARRANTIES AND COVENANTS OF ALLOTTEE/S:</u>
		16.2 Additional	Not to do or suffer to be done anything in or to the New Building, the Flat, the said Project or any part thereof which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the New Building or to the Premises or any part thereof and to maintain the Premises, at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is/are called upon to take possession of the Premises in the manner mentioned herein. In the event of the Allottee/s committing any act in contravention of this provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities;
		16.4 Additional	Not to change the user of the Flat and/or the Car Parking Space and/or make any

			structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces (including the Car Parking Space) and/or refuge areas;
		16.5 Additional	Not to demolish or cause to be demolished the Flat and/or the Car Parking Space or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the same (or either of them) or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs

			or RCC Parris or other structural changes in the Flat;
		16.6	It is clarified and expressly 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 or the Society, the defect liability shall automatically become void. Further, the Allottee/s shall be entitled to defect rectification only if he/she/it/they or the Society has/have not carried out any structural or other unauthorized changes and/or any works/additions without consent of the Promoter and the Society in the Flat and/or in the New Building and/or said Project. It is however expressly agreed that if any defect is caused due to negligence / misuse or any omission or commission arising as result of structural or other unauthorized changes by the Allottee/s or any of the other neighboring Allottee/s due to any

		<p>changes made by the respective Allottee in the respective premises/Flat and/or New Building and/or the said Project, then the Promoter shall not be liable for such repairs/ losses/ damages incurred and suffered by the Allottee herein or by adjoining/neighbouring allottees, occupying premises either above, below or adjacent to the said Premises or as the case may be, . The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the Flat by the Allottee/s /authorized occupants/ vagaries of nature. The Allottee/s has/have been made aware and agrees that the regular wear and tear of the Flat and the New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect,</p>
--	--	--

	16.8 Additional	Not to make any alteration in the elevation, outside colour scheme of paint, and glass of the New Building and not to cover/enclose the planters and service ducts or any of the projections from the Flat or within the Flat. The Allottee/s shall further not put grill or shift windows which would affect the elevation of the building. The Allottee shall also not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Flat without the prior written permission of the Promoter or the Society for the New Building nor do and/or cause to do any hammering for whatsoever use on the external/dead walls of the New Building or do any act to affect the utilisation of the full development potential in the manner mentioned herein;
	16.9 Additional	Not to install a window Air-conditioner on places, other than the designated place provided by the Promoter for the same. If found that the Allottee/s has/have affixed a window air conditioner on places, other than the

			designated place provided by the Promoter, the Allottee/s shall be required to remove the same upon being called upon by the Promoter or the Society for the New Building to do so;
		16.10 Additional	The Allottee/s shall not dry clothes in any area visible on the outside of the Flat. The Allottee/s shall not do any act that spoils the external elevation of the New Building in which the Flat is situated;
		16.12 Additional	Pay to the Promoter within (15) fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the New Building in which the Said Premises is situated;
		16.15 Additional	Not to delay/default in payment of the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority and/or the Society for the New Building from time to time;
14. ix	The Allottee shall not let, sub-let, transfer, assign or	16.16	Not to transfer or assign the Allottee/s' right, interest or benefit under this

<p>part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.</p>	<p>Agreement and/or let, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the Premises until all the payments whether due or not but payable by the Allottee/s to the Promoter under this Agreement or otherwise under any law are fully paid up and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and subject to the Allottee/s having obtained the prior written permission of the Promoter and/or Society for the New Building as the case may be, along with payment of the charges as may be levied for the proposed transfer/dealing with the Premises and also on the intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of the Promoter and/or Society for the New Building and upon such terms and conditions as stipulated</p>
---	--

			by them (or either of them), as the case may be. The Allottee/s if desire/s to sell, assign, transfer, gift, release, relinquish the Said Premises, shall apply in writing to the Promoter seeking its prior written consent along with the copy of No Due Certificate and thereupon the Promoter may grant its NOC for transfer subject to compliance of certain terms, conditions and payment of charges and the Allottee/s having not committed any breach of any of the terms of this Agreement. The Allottee/s hereby understand/s and agrees/ that the GST shall not be refundable by the Promoter in the event that the Allottee/s were to transfer the rights in the Said Premises during the construction period;
		16.18 Additional	Shall not at any time cause or permit any public or private nuisance or to use a loud speaker, etc., in or upon the Premises, the New Building or the said Project or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants of the New Building being constructed

			and/or proposed to be constructed on the Property and/or to the Promoter
		16.19 Additional	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 Premises and/or the New Building and/or the Property nor litter or permit any littering in the Common Areas and at the Allottee/s' own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated by the Allottee/s to the requirement and satisfaction of the Promoter and/or Society for the New Building and/or relevant government and statutory authorities;
		16.20 Additional	Shall neither by himself/herself/themselves or any person claiming by/ through/ from the Allottee/s do anything which may or is likely to endanger or damage the New Building or any part thereof, the Common Areas, and/or the said Project and/or the garden, greenery, fencing, saplings, shrubs, trees and the

			installations for providing facilities in the New Building and/or the Common Areas. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Project;
		16.21 Additional	Shall not display at any place in the New Building and/or the said Project 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 New Building and/or in the Common Areas or in any other place on the Property and/or on the window, doors and corridors in the New Building;
		16.22 Additional	Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building and/or the exterior wall of the Flat 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 nameplate of the Allottee/s outside the Flat in such places only as shall have been previously approved in writing by the Promoter and/or Society in accordance with and in such manner, position and standard design laid down in that regard;
		16.23 Additional	Not to use the open places, terrace, stilt (if any) in the New Building or compound or Common Areas for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;
		16.24 Additional	Not to park at any other place and shall park all vehicles in the Car Parking Space, the location whereof shall be notified in writing to the Allottee/s by the Promoter before the Date of Possession and which shall be subsequently ratified by the Society;
		16.27 Additional	Shall not do or permit or suffer to be done anything in or upon the Flat or any part of the New Building which is or may, or which in the opinion of the Society is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the

			operations, enjoyment, quiet or comfort of the occupants of adjoining flats or the neighbourhood. Provided always that the Promoter and/or Society for the New Building 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 premises of the New Building and/or occupants of the buildings being constructed or to be constructed on the Property;
		16.28 Additional	The Allottee/s is/are aware that animal slaughter is not permitted in the said Project and Allottee/s agree/s and undertake/s not to indulge in such activity;
		16.29 Additional	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 Flat and shall keep such areas unenclosed at all times;
		16.30 Additional	These covenants shall be binding and operative even after the handing over the

			management and administration of the New Building to the Society; and
17	After the Promoter executes this Agreement he 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 who has taken or agreed to take such [Apartment/plot].	17.1 & 17.2	<p><u>MORTGAGE AND CHARGE:</u></p> <p>Notwithstanding anything contrary to any of the clauses contained herein, the Promoter after the execution of this Agreement shall not mortgage or create a charge on the Premises and if any such mortgage or charges is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the Premises, subject to the Allottee/s complying with his/her/its obligations as set-out herein.</p> <p>Notwithstanding anything contrary to any of the clauses contained herein in the Agreement or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission/no objections for mortgaging the Premises or creating any charge or lien on the Premises and notwithstanding the mortgages/charges/lien of or on the</p>

			Premises, the Promoter shall have first and exclusive charge on the Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
		18 Additional	<p>The Allottee/s further represent/s and warrant/s that:</p> <p>i. He/she/it/they is/are aware of all the terms and conditions on which the permissions issued in respect of the New Building are granted and further agree/s and undertake/s to abide by the same even after being admitted as a member of the Society.</p> <p>ii. He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up, as the case may be;</p> <p>iii. No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties;</p> <p>iv. None of his/her/their assets/properties is attached and/or no notice of attachment has been received</p>

		<p>under any rule, law, regulation, statute, etc.;</p> <p>v. No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her / their / its 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/it/them;</p> <p>vi. No execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/their assets and properties;</p> <p>vii. He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;</p> <p>viii. He/she/they has/have not compounded payment with his/her/their/its creditors;</p> <p>ix. He/she/they shall obtain with prior written consent of the Promoter, financial assistance and may for that purpose create charge or encumbrance over the Said Premises with financial institution providing the Allottee financial assistance for purchasing the Said Premises.</p>
--	--	--

			<p>x. He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months; and</p> <p>xi. He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws.</p>
		19.3 Additional	<p>The Allottee/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, demands, notices, claims, actions, proceedings damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying / performing his / her / their / its obligations under this Agreement.</p>
		19.4 Additional	<p>Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the</p>

			Allottee/s by the Promoter in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s shall not in any manner prejudice the rights herein mentioned of the Promoter.
		19.12 Additional	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent allottee/s of the Premises, in case of transfer, as the said obligation go along with the Premises for all intents and purpose.
		19.23 Additional	In case of dispute between the parties, the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement and only if the dispute or difference cannot be resolved within a period of sixty (60) days from the notice by the aggrieved Party under this Agreement, the aggrieved party shall refer the same to the Regulatory Authority as per the provisions of RERA

Table 1

Sr. No.	Particulars	Percentage (%)	Amount (in Rupees)
1	On Booking	9%	
2	On Issuance of CC (Commencement Certificate)	15%	
3	On Completion of Plinth	15%	
4	On Completion of 1st Slab	4%	
5	On Completion of 2nd Slab	4%	
6	On Completion of 3rd Slab	4%	
7	On Completion of 4th Slab	4%	
8	On Completion of 5th Slab	4%	
9	On Completion of 6th Slab	4%	
10	On Completion of 7th Slab	4%	
11	On Completion of 8th Slab	4%	
12	On Completion of 9th Slab	4%	
13	On Completion of 10th Slab	4%	

14	On Completion of 11th Slab	4%	
15	On Completion of 12th Slab	4%	
16	On Completion of Internal Plaster	4%	
17	On Completion of External Plaster	4%	
18	On procurement of Occupation Certificate	5%	
	TOTAL	100%	

Table II

Particulars	Amount (Rs.)
(i) Infrastructure & Development Charges	[•]
(ii) Electricity connection charges	[•]
(iii) Legal Charges	[•]
(iv) MGL connection charges	[•]
(v) Water connection charges	[•]
Total:	[•]

For PRANAV CONSTRUCTIONS PRIVATE LIMITED


MR. PRANAV KIRAN ASHAR
DIRECTOR