Date :- 15th December 2023

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Dear Sir,

Sub : **Deviation Report on Agreement for sale the project named ROHA EVA ARIA located at CTS NO 828 (pt), AT SUBHASH NAGAR, CHEMBUR EAST, MUMBAI – 400071.**

Deviation Clause

Clause no as per our draft	Actual clause
1	**1. DEFINITIONS:** 1.1 **"Act"** shall mean **The Real Estate (Regulation and Development) Act, 2016** and the rules and regulations framed thereunder together with all such amendments, modifications and /or re-enactments related thereto; 1.2 **"Agreement"** shall mean this **Agreement for Sale**, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee/s; 1.3 **"Allottee/s"** shall include the person who subsequently acquires the said Flat and the Covered Parking Space through sale, transfer or otherwise but does not include a person to whom the said Flat and/or the Covered Parking Space is given on rent; 1.4 **"Allottee/s's Interest"** shall mean the interest payable by the Allottee/s to the Promoters at 02 (Two) percent above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Allottee/s to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

1.5 **"Flat"** shall mean the premise having residential user located on the _____ of the Building and shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as **"ANNEXURE ____"**;

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

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

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

1.9 **"Authenticated Copy"** shall mean a self-attested copy of any document required to be provided by the Promoter to the Allottee/s;

1.10 **"New Buildings"** shall mean the building comprising of ____ Wing namely reflected on the Sanctioned Layout Plan annexed hereto to be constructed by the Promoters on the Project Land;

1.11 The **"Sale Component"** shall mean all balance flats/units/ car parking spaces after allotment of Existing Members New Flat .

1.12 **"Carpet Area"** shall mean the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, open terrace area, but includes the area covered by the internal partition walls of the said Flat. It is clarified that the expression means the, "exclusive open terrace area" means the area of open terrace which is appurtenant to the area of an Flat, meant for the exclusive use of the Allottee/s;

1.13 **"Parking Space"** shall mean Covered stilt/stack/mechanized/puzzle/pit ;

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

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

a. war, civil commotion or act of God ;
b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

1.17 **"Internal Apartment Amenities"** shall mean the amenities, fixtures and fittings listed in the **"Annexure ___"** annexed hereto proposed to be provided by the Promoter in the said Flat;

1.18 **"Intimation"** shall mean the written intimation that shall be given by the Promoter to the Allottee/s to take possession of the said Flat within a period of 15 (fifteen) days from the date of the intimation;

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

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

1.21 **"Possession Date"** shall mean the date on which the notice period under the Intimation expires and/or the Allottee/s takes possession of the said Flat, whichever is earlier;

1.22 **"Project Completion"** shall mean the date specified on the RERA Webpage.

1.23 **"Promoter Interest"** shall mean the interest payable by the Promoters to the Allottee/s 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Promoters to the Allottee/s due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

1.24 **"Society"** shall mean the existing _____ **Co-op Hsg Society Limited**

	1.25 **"Structural Engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being inforce;
2	**2. INTERPRETATION** Except where the context requires otherwise, this Agreement will be interpreted as follows: 2.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim; 2.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement; 2.3 Words importing the singular shall include plural and vice versa; 2.4 Reference to recitals, clauses, schedules and annexures are to recitals, clauses, schedules and annexure of this Agreement; 2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender; 2.6 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions; 2.7 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day; and **3.** Words and expressions used herein but not defined in the Act and defined in the any law for the time being in force or in the municipal laws or such other relevant laws of the appropriate government shall

	have the same meanings respectively assigned to them in those laws.
5	**PAYMENT SCHEDULE AND MANNER OF PAYMENT** 5.1 Thus, the total consideration payable by the Allottee/s for the said Flat together with the Internal said Flat Amenities is **Rs. _____/- (Rupees _____ Only)**. 5.2 The Allottee/s have paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees _____ Only)** as advance payment in the following manner:

Sr. No.	Amount	Cheque No.	Date of the Cheque/RTGS	Bank and Branch
1				
2				
3				
4				
5				
Total				

5.7 The Allottee hereby agrees to pay to the Promoter the balance Consideration of **Rs. _____ /- (Rupees _____ Only)** in the following manner:

i) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter before execution of this Agreement for Sale i.e. 10% of Total Consideration;

ii) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter within 7 (seven) days after execution of Agreement i.e. 20% of Total Consideration;

iii) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter within 7 (seven) days on completion of Plinth of the said New Building in which the said Flat is located i.e. 15% of Total Consideration;

iv) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter within 7 (seven) days in instalment of Rs. _____ on completion of each of slabs of the said New Building in which the said Flat is located. The detailed Demand

Letter shall be issued in regards to the same i.e. 25% of Total Consideration;

v) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Developer/Promoter within 7 (seven) days on completion of walls, internal plaster, floorings doors, windows of the Flat i.e. 5% of Total Consideration;

vi) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Developer/Promoter within 7 (seven) days on completion of the sanitary fittings, staircases, lifts up to the floor level of the Flat i.e. 5% of Total Consideration;

vii) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter within 7 (seven) days on completion of the external plumbing, external plaster, elevation, terrace with water proofing of the said New Building in which the said Flat is located i.e. 5% of Total Consideration;

viii) Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter within 7 (seven) days on completion of lifts, water pumps, electrical fittings, entrance lobby/ies, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement for Sale i.e. 10% of Total Consideration;

ix) Balance Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate i.e. 5% of Total Consideration.

5.4 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honoured for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer/Promoter may at its option be entitled to exercise the recourse available hereunder.

The Promoter may, at its sole discretion, without prejudice to its other rights, 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.5000/- (Rupees Five Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand drafts(s) only

5.5 The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax ("**TDS**") as applicable from

time to time. The Allottee/s hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within ____ (_____) days from the date of the payment being made provide the original TDS Certificates to the Promoters. The Allottee/s hereby agrees and undertakes that the Allottee/s shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoters on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee/s and the Allottee/shall indemnify and keep indemnified the Promoters in respect thereof. Provided that at the time of handing over the possession of the said Flat, if any TDS certificate / challans not produced, the Allottee/shall pay equivalent amount as interest-free refundable deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee/s fails to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

5.7 The Allottee/s shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by the concerned authorities or the Government against the Promoters or vice-versa on account of such liability. Further, in an event additional taxes are levied in any manner or form by any the concerned authorities or the Government on the transaction contemplated herein by virtue of change in the Applicable Law or otherwise then the Allottee/s shall solely be liable to make payment of such additional taxes. The Promoter shall from time to time raise demand notice for payment of such additional taxes and levies.

5.9The Allottee/s shall deposit all payments towards the Consideration due and payable to the Promoter in the bank account held by the Promoters with IDBI Bank in the name and style of '_____' bearing **Account No.** _____(herein after called and referred to as the **"Collection Account"**) and all the cheques/demand drafts etc. shall be drawn in favour of the aforesaid Collection Account.

In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s shall ensure that such financial institution pays all such amounts towards the Consideration on respective milestones as mentioned hereinabove into the Collection Account and the Allottee/s shall give the necessary instructions to the financial institution. Any

payments made in favour of any other account other than the Collection Account shall not be treated as payment towards the Consideration and shall be construed as a breach on the part of the Allottee/s, in which event the Promoter shall be entitled, at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

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

5.11 Simultaneously with the payments of installments referred to herein above, the Allottee/s shall pay the Statutory Charges including all applicable taxes, cesses, levies, cesses and all impositions in favour of "_____ **Tax Account** "which shall be deposited in the account being Account No. _____ opened by the Promoter with IDBI Bank (for the purpose hereinafter called and referred to as the "**Tax Collection Account**"). The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoters shall be paid by the Allottee/s/s on demand made by the Promoter simultaneously with the payment of the instalments towards the Consideration as stated above within (30) working days in the Tax Collection Account and the Allottee/s/s shall indemnify and keep indemnified the Promoter from and against the same. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/shall ensure that such financial institution pays all such amounts towards the Statutory Charges into the Tax Collection Account. The Allottee/s shall give the necessary instructions to the financial institution. Any payments made in favour of any other account other than the Tax Collection Account shall not be treated as payment towards Statutory Charges and shall be construed as a breach on the part of the Allottee/s, in which event the Promoter shall be entitled, at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

5.12 The Allottee/s may obtain finance from any financial institution/bank or any other source for purchase of the said Flat at their cost and responsibility. The Allottee/s's obligation to purchase the said Flat

	pursuant to this Agreement shall not be contingent on the Allottee/s's ability or competency to obtain such financing and the Allottee/s will always remain bound to make payment of the Consideration, Statutory Charges and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Flat on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee/shall not make such refusal/ delay an excuse for non-payment of any installments / dues to Promoter within stipulated time as per the Payment Plan. 5.13The Promoters shall intimate the Allottee/s of the completion of the construction of each stage in writing/mail and shall support the same with (i) a Certificate from the Promoters' Architect certifying that the given stage of construction has been completed. The Allottee/s agrees and confirms that the payment of instalments shall be made to the Promoter within a period 10 (ten) working days from the date of receipt of the aforesaid written intimation along with a copy of the Architects Certificate, without any delay or default, in terms of this Agreement. It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest and/or claim of the Allottee/s on the said Flat agreed to be sold until and unless all the amounts due and payable by the Allottee/s and as recorded herein are paid by the Allottee/s to the Promoter in the manner provided herein. 5.17 It is clarified that for all the payments under this Agreement by the Allottee/s, the due date for such payment shall be mentioned in the demand notice that will be sent by the Promoter and Allottees shall not dispute such due date in any manner whatsoever.
6	6.1 The Allottee/s agrees to pay to the Promoter Allottee/s's Interest, as defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee/s to the Promoter under the terms of this Agreement. The Allottee/s's Interest shall be payable from the date the concerned payment becomes due and payable till the date of actual payment. All payments made by the Allottee/s shall first be adjusted against the outstanding interest amount, if any, then towards the principal amount and then towards Statutory Charges, if any. 6.2 In addition to the Allottee/s's liability to pay Allottee/s's Interest, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment

	of and recovering from the Allottee/s any dues whatsoever payable by the Allottee/s under this Agreement. 6.3 Without prejudice to right of the Promoter to charge the interest in terms of this Agreement, on the Allottee/s committing three default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including their proportionate share of taxes levied by concerned authority and other outgoings), the Promoter shall be entitled at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow. 6.4 In the event promoter fails to deliver timely possession of flat or Allottee/s defaults in payment of Installments as prescribed hereinabove Rate of Interest payable by Promoter to Allottee/s or by Allottee/s to Promoter at **Promoter Interest** or **"Allottee/s's Interest",** as the case may be. 6.5 Refund of any amount which is payable by Promoters to Allottee/s; Interest; and compensation shall be made by Promoters to Allottee/s within thirty days from the date on which such Refund; Interest and compensation amount becomes due and payable to Allottee/s.
8	**8. LAYOUT OF THE PROJECTLAND** The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee/s as under: (a) According to the Sanctioned Layout Plan, the Project shall comprise of ___ Building having ____ wings; (b) The Buildings shall have _____; (c) The Common Areas and Amenities to be provided in the Project are listed in **ANNEXURE** ___ annexed hereto; (d) The estimated date of completion of the Project is as per RERA Website whether its amended or extended by the RERA Authority subject to Force Majeure Event as defined above;
9	**9. ALTERATION IN THEPLANS** 9.1 The Promoter has prior to the execution of this Agreement as

well as at the time of execution of these presents disclosed to the Allottee/s the Sanctioned Layout Plan relating to the Project Land.

9.2 The Promoter shall make all efforts that the Plans including the Sanctioned Layout Plan are not altered unless absolutely required in the interest of the Project. The Project shall be developed and completed by the Promoter in accordance with the Approvals and Plans as approved by the concerned authorities.

9.3 The Promoter shall not make any additions and alterations in the Plans including the Sanctioned Layout Plan, the nature of fixtures, fittings and amenities relating to the said Flat without obtaining prior approval in writing, of the Allottee/sin respect thereof. Provided that no prior approval of the Allottee/s shall be required if the variation, modification, alteration or addition in the said Flat is required by the Government, the concerned authorities or due to change in the Applicable Law.

9.4 It is agreed by and between the Parties hereto that due to any reason, if there is variation in the area of the said Flat, then the consequences as stated in Clause _____ hereinabove shall apply.

9.5 It is further agreed by and between the Parties that the Promoter may make minor additions or alterations in the Flat as may be required by the Allottee/s or such minor changes or alterations as may be necessary due to the architectural and structural reasons duly recommended and verified by the Architect or Structural Engineer after proper declaration and intimation to the Allottee/sin that regard. Provided that the expression minor additions or alterations excludes structural changes including addition to the area or change in height of the said Flat, or removal of part of the Building, or any change in the structure such as construction or removal or cutting into of any wall or part of a wall, partition, column, beam, joist, floor including mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress of a change to the fixtures or equipment's etc.

9.6 It is clarified that for the purpose of the aforesaid Clause ____, the Allottee/s irrespective of the number of said Flat booked by him/ her in the name of his/ her family or in the case of other persons such as companies/firms/association of individuals etc. booked in its name or booked in the name of its associated entities/related enterprises shall be considered as one Allottee/s

	only. 9.7 The Promoter declares that no part of the prevailing FSI has been utilized by the Promoter for any purpose whatsoever and the Promoter shall utilize the prevailing FSI permissible in respect of the Project Land and the future FSI which may become available in future in case of any modification to the Development Control Regulations. 9.8 Due to any change in the FSI rules, if additional FSI becomes available by whatever name called then in such event the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the Project Land by constructing additional structures or additional floors in the Building. If due to any change in the Applicable Laws or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any development benefit including benefit of TDR is available in respect of the Project Land, as recipient plot, then in such an event, the Promoter shall be entitled to avail such benefits/ TDR benefit by utilizing the same on the Project Land as desired by the Promoter. 9.9 The Promoter shall have the absoluteand unconditional right and entitlement to and it may in its sole discretion effect and/or cause to be effected, any extra and additional construction whatsoever on and in respect of the Project Land including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to the Building to be constructed on the Project Land and/or construct additional and/or other building/s and/or other structures on the Project Land by utilizing the FSI and/or TDR of the Project Land and/or the contiguous, adjacent or adjoining lands or properties at any time, whenever the same is permitted to be constructed by the concerned authorities. 9.10 The Allottee/s hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or wings, to use and consume the balance FSI/TDR in respect of the Project Land. The Allottee/s further agrees that he/she shall not be entitled to claim any rebate in the Consideration or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.
10	10. FLOOR SPACE INDEX 10.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is_____sq. mtrs.

	only and the Promoter has planned to utilize Floor Space Index of_____ by availing of TDR or FSI available on payment of premiums or FSI available by implementing various scheme/s as mentioned in the Development Control Regulation or based on expectationof increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Project. The Promoter has disclosed that the proposed Floor Space Index of_____ to be utilized by them on the Project Land in the Project and the Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by utilizing the proposed FSI and on the understanding that the proposed FSI shallbelong to the Promoter only. 10.2The Allottee/s acknowledge/s that the Promoter alone is entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and/or transferable development rights ("**TDR**") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of the said New Building and development of facilities and/or amenities on any part of the Project Land or elsewhere as may be permitted and in such manner as the Promoter deems fit
12	**12. FORCEMAJEURE** 12.1 Upon a Force Majeure Event arising and the same continuing for a period of 30 (thirty) days, the Promoter shall inform the Allottee/s of the same and the Allottee/s shall acknowledge having been put to notice thereof. 12.2 The Promoter shall be entitled to a reasonable extension of time for giving Intimation, if completion of the said Flat is delayed on account of a Force Majeure Event. 12.3 If the Promoter fails or neglects to give possession of the said Flat to the Allottee/s as per the date mention on the RERA website on account of a Force Majeure Event then, the Promoter shall, on termination of this Agreement by the Allottee/s shall be liable to refund the amount after deduction of necessary cancellation charges as mention below:- i. an amount equal to 10% of the Sale Price for the said Flat plus applicable government levies therein (if any) as and by way of adjustment, recovery, and pre-

	estimated and agreed liquidated damages. ii. ~~Service tax, VAT,~~ GST, and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement. iii. the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat up to the date of termination of this Agreement. iv. the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid. v. any diminution in the sale price or market value of the said Flat at the time of termination. vi. the amount of brokerage paid by the Promoter; vii. Registration and stamp duty charges and expenses for the execution and registration of the Cancellation Deed. viii. Charges of postage, telephone/SMS charges, transportation charges. ix. All cost, charges, and expenses, including reasonable legal fees, incurred by the Promoter in exercising any right, power, or remedy conferred by this Agreement in favor of promoter, and all such sums shall become part of the Outstanding Balance and shall be paid to the promoter by the Allotee immediately and without any delay or demur.
	15. USE AND OCCUPATION 15.1 The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever. 15.2 The Allottee/s shall not carry out any activities from the said Flat that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the Building or to any one in its vicinity or neighborhood. 15.3 The Allottee/shall use the Car Parking Space only for purpose of parking the Allottee/s's owned vehicle. The Car Parking Space is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles etc.

	15.4 In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Allottee/s, the Allottee/s alone shall bear and pay such penalty, premium or other sums of money demanded.
16	**16. TERMINATION** i. The occurrence, happening or existence of any of following events shall be considered as the **"Allottee/s's Event of Default"—** (a) Failure on part of the Allottee/s to make payment of any installments/ towards Consideration and/or Statutory Charges and/or any other amounts under this Agreement; or (b) Failure on part of the Allottee/s to take possession of the said Flat within the time stipulated and, in the manner, set out in Clause ____ hereinabove; or (c) Breach by the Allottee/s of any of their representations, warranties and covenants or failure to perform, comply and observe any of their obligations and responsibilities as set forth in this Agreement; or (d) If any of the representations, declarations and/or warranties etc. made by the Allottee/sin the Booking Form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and / or entered into by the Allottee/s is untrue or false; (e) If the Allottee/s have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound-up; (f) If the Promoters are of the opinion that the Allottee/s are unable to pay its debts and/or makes, or has at any time made, a composition with the creditors; (g) If the Allottee/s have been declared and / or adjudged to

		be of unsound mind; (h) If the Promoter is of the opinion and/or belief that the Allottee/s is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement; (i) If the Promoter is of the opinion and/or belief that any material information affecting the transaction contemplated herein has been suppressed by the Allottee/s; (j) Any other acts, deeds or thing, which the Allottee/s may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoter, amounts to an event of default. The Allottee/s hereby agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee/s. ii. On the occurrence, happening or existence of any of the Allottee/s's Events of Default as stated above, the Promoter shall be entitled to give notice of 15 (fifteen) days in writing by registered post acknowledgement due at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement (**"Allottee/s's Default Notice"**). Upon failure of the Allottee/s to rectify/cure the Allottee/s's Event of Default within the time period stipulated in the Allottee/s's Default Notice, this Agreement shall automatically stand terminated without any further notice / intimation to the Allottee/s. iii. Upon such automatic termination the Promoter shall be entitled to deduct (a) Booking Amount from the amounts paid till such date, (b) Interest on any overdue payments, (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Promoter's policy, (e) all taxes paid by the Promoter to the Authorities, (f) Liquidated Damages, (g) amount of stamp duty, registration charges and GST/taxes, if any, paid by the

		Promoter on this Agreement and all costs including stamp duty, registration charges and GST/taxes to be paid on Deed of cancellation of this Agreement, if Agreement for Sale is registered, (h) any other taxes which are currently applicable or may be applicable in future and (i) subvention cost (if the Allottee/s has/have opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank/financial institution in instalments or paid directly by the Promoter to the bank/financial institution, (collectively referred to as the "**Non-Refundable Amount**").
	iv.	**"Liquidated Damages" :** The Allottee/s confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee/s or on termination of this Agreement by the either parties. The Liquidated Damages is alsoarrived at having regard to the cost of construction the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Unit/Flat, including losses due to marketing spend, delay in receiving money towards the Unit/Flat and the possibility of loss of value of the Unit/Flat on resale among others. The Allottee/s waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages.
	v.	For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. Further, upon such cancellation/termination., the Allotee/s shall not have any right, title and/or interest in the Flat and/or car park(s) and or/the Project and/or the Project land and the Allotee/s waive/s his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. In case if the taxes are paid by the Allotee/s then in event of aforesaid cancellation/termination, the Allotee/s then in event of aforesaid cancellation/termination., the Allotee/s shall be liable/responsible to take the refund of the same from Government directly without any claim from the Promoter.
	vi.	The Allottee/s acknowledge/s and confirm/s that the provisions of thisClause shall survive termination of this Agreement
	vii.	It is clarified that upon such automatic termination of this Agreement, no separate document / Deed of Cancellation shall have to be executed / registered between the Parties, provided

		that if the Promoter requires the Allottee/s to execute and register a deed, document, or writing including a Cancellation Deed, then the Allottee/s shall do the same without any delay or demur. On failure of the Allottee/s to execute and register a deed, document, or writing including a Cancellation Deed as stated above, the Promoter shall be entitled to file declaration recording the automatic termination and cancellation of this Agreement before the Sub-Registrar of Assurances.
	viii.	The Promoter may, at its sole discretion, condone the breach committed by Allottee/s and may revoke cancellation of the allotment, provided that the said Flat has not been re-allotted to another person till such time and Allottee/s agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by the Promoter. The Promoter may at its sole discretion waive the breach by Allottee/s for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee/s will have to pay the full amount of interest due.
	ix.	On and from the date of such termination on account of Allottee/s's Event of Default as mentioned herein above, the Parties mutually agree that the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the Consideration or part thereof which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded. Upon the cancellation/ termination, the Promoter shall be entitled to sell or otherwise dispose of the said Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee/s shall not be entitled to raise any objection or dispute in this regard.
	x.	The said refund by the Promoter to the Allottee/s, sent through cheques/demand draft by hand delivery or registered post acknowledgement due at the address of the Allottee/s

		mentioned herein or by email or by any other means, shall be full and final satisfaction and settlement of all claims of the Allottee/s under this Agreement, irrespective of whether the Allottee/s accepts / encashes the said cheques / demand draft or not.
	xi.	In the case of joint allotment of the said Flat in favour of joint Allottee/s, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee/s, which payment/refund shall be constructed to be a valid discharge of all liabilities towards all such joint Allottee/s.
	xii.	If the Promoter fails or neglects to give possession of the said Flat to the Allottee/s on the Possession Date subject to a grace period of 6 (six) months and/or on such date as may be extended by the Parties by mutual consent then the Allottee/shall have the option to terminate this Agreement after giving 15 (fifteen) days' notice in writing. Upon such termination of this Agreement by the Allottee/s, the Promoter shall be liable to return the amounts received by the Promoter from the Allottee/s under the terms of this Agreement together with the Promoter's Interest and compensation in the manner provided under the Act, however excluding the amounts received from the Allottee/s towards payment of the Statutory Charges In such a case the Promoter shall refund the amount along with the Promoter's Interest and compensation to the Allottee/s within a period of 30(thirty) days from the date on which such refund along with the Promoter's Interest and compensation becomes due and payable to the Allottee/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. It is agreed that, notwithstanding anything contained in the law for the time being in force, upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with interest as aforesaid and that the Allottee/shall neither be entitled to claim nor shall it claim for loss and/or damages and/or mental trauma or otherwise howsoever. The Promoter shall be entitled to allot and/or deal with and dispose of the said Flat to any third party without reference or recourse to the Allottee/s.

	xiii. In an event the Allottee/s does not cancel/ terminate this Agreement as stated above and does not withdraw from the Project, the Promoter shall be liable to pay to the Allottee/s, Promoter's Interest for every month of delay, till the handing over of possession of the said Flat to the Allottee/s.
17	**17. INDUCTION AS MEMBER OF THE SOCIETY** i. The name of the Building shall always be "_____". ii. As the Society is already in existence, the Promoter shall call upon the Allottee/s to join in as member of the Society and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, duly filled, signed and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to make necessary application to the Society for admitting the Allottee/s as the member of the Society subject to the Allottee/s making payment of requisite membership fees and share application money to the Society. **Or** After the formation of the society, the Allottee/s along with other Allottees in the said New Building shall become member of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Developer/Promoter to register the common organization of Allottee(s). No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority iii. It is expressly agreed that the Society/proposed society will maintain all the Common Areas and Amenities including but not limited to the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also

	maintain the recreation ground, club house etc. and it is hereby expressly agreed and confirmed between the Parties that all such general facilities shall be for the use of the Allottee/s of all the Flats in the Building and the Allottee/s shall pay proportionate share thereof. The proportionate share payable by the Allottee/s to the Promoter/ the Society as may be determined by the Promoter /the Society shall be final and binding. iv. It is expressly and specifically agreed, understood and confirmed that considering the overall development of the Project Land, the Allottee/s shall not take charge or demand administration of the Building, till the construction of the Building is duly completed by the Promoter by obtaining full occupation certificate and till entire F.S.I. including TDR consumption benefits available in respect of the Project Land is duly utilized by the Promoter and the Allottee/s and Allottee/s of all the Flats in the Project have observed and performed and fulfilled their obligations under their respective agreements with the Promoter without any delay or default. As the Project Land is owned by the Society the Allottee/s confirms that he/ she will not call upon or compel the Promoter to do any other act, deed or thing in pursuance of the Act in regards to the lease of the Project Land and/or the Building. v. The Allottee/shall observe, perform and comply with the rules and regulations and bye-laws of the Society as well as any additions, alterations, and amendments there of that may be made from time to time for protection and maintenance of the Project Land and the Flats and covered parking spaces therein. The Allottee/s also agrees to abide by the Applicable Law, the Act and the bye-laws of the Society. The Allottee/s shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Flat and shall pay all taxes and outgoings in respect thereof, in accordance with the terms of this Agreement and as stipulated by the Society. **vi.** The Allottee/s of the other Flats and/or transferees of the Flat shall, subject to payment of share application money, membership fees, reimbursement of amount contributed by the Promoter to the Society towards contribution of their share to the society fund, be admitted and made members of the Society with the same rights, benefits and interests and subject to the same

	conditions, duties, liabilities and obligations as stated herein. The Allottee/s hereby expressly recognizes, confirms, agrees and consents to the Promoter's rights, benefit and interests as aforesaid and to what mentioned hereinabove in this clause and the Allottee/s is, shall not raise any objection or dispute in respect thereof.
19	**19.** RIGHTS OF THE PROMOTER : i. Hoarding/Signage/Logo rights: The Allottee/s hereby consent/s that the Promoter may and shall always continue to have the right to place/erect hoarding/s/signage/s/logo/s on the Project Land/said Property, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding/signage/logo spaces as its sole discretion and the Allottee/s agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees/charges to the Society/proposed Society for placing/putting up the hoarding/s/signage/s/logo/s. If any statutory taxes become payable for such use, then the same shall be borne and paid by the Society/proposed Society. The Promoter shall be entitled to install sign board with Promoter's logo/name on entrance or on ground floor and terrace of the New Building and the Allottee/s, society/ proposed society shall ensure that the said sign board of logo/name of the Promoter shall not be removed and same shall be maintained by the Society/ Proposed Society at its own cost. In any event the Society/proposed Society shall not be entitled to claim any compensation with respect to the same in any manner. ii. Unsold flat: All unsold and/or unallotted flat(s)/premises/units, areas, spaces and car parking spaces in the said New Building /Project Land, including without limitation, parking spaces and other spaces shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted flat(s)/premises/units and shall be entitled to enter upon the Project Land and the said New Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary. The Promoter shall without any reference to the Allottee/s, association / apex body/apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold

		and/or unallotted flat(s)/premises/units and spaces therein, as it deems fit. The Promoter shall be entitled to enter into separate agreements with the purchasers of different flats/premises/units/car parking spaces in the said New Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the said Society. The Allottee/s or the said Society shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. For all the unsold Flats/Units, the Promoter shall have all the rights as of the member of the Flat.
	iii.	Mortgage and Security: The Promoter if it so desires shall be entitled to create security on the said Property and the said New Building to be constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said Flat allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee/s hereby give/s express consent to the Promoter to raise such financial facilities against security of the said Property and said New Building to be constructed thereon and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be transferred hereunder. However, the Promoter shall whenever necessary, obtain requisite No Objection Certificate/Letter if required from the aforesaid Banks/Financial institution.
21	xiii)	It is hereby expressly understood and agreed by and between the Parties that the Promoter has the unqualified and unfettered right to allot exclusive rights to use and occupy the terrace space in front of or adjacent to the terrace units to the purchasers of such unit/flat. The exclusive rights to use and occupy such terrace units/flats so allotted shall belong to respective purchasers of terrace units and the terrace spaces are intended for the exclusive use of the respective terrace unit holders/purchasers. The purchasers/allottees of the terrace shall be entitled to use the same for purposes permissible by law.

	However, the purchasers of the terraces shall not enclose or cover the terraces without the permission of the concerned authorities. The Allottee/s shall have no right on the terrace attached/adjoining to any particular flat allotted to any other purchaser exclusively for his/her occupation and enjoyment. xiv) The Allottee/s have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case maybe; xv) 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; xvi) The Allottee/s have neither received any notice of attachment under any rule, law, regulation, statute etc. nor their assets/properties are attached; xvii) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a willful defaulter and/or a warrant is issued against him/ her/ them; xviii) no execution or other similar process is issued and/or levied against him/ her and/or against any of his/ her assets and properties; xix) he/ she is not of unsound mind and/or is not adjudged to be of unsound mind; xx) he/ she has not compounded payment with his creditors; xxi) he/ she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six)months; xxii) he/ she is competent to contract and enter into this Agreement as per the Applicable Laws.
22	**22. MUTUAL COVENANTS :** i. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that 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 and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement.

	ii.	The Allottee/s confirms, understands and agrees that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract. The Allottee/s further confirms and accepts that he/ she has only relied upon the approved plans. The Allottee/s confirms that he/she/they have do inspection and is/are aware of the planning, surroundings in and around the said Project Land.
	iii.	The Promoter shall be entitled to allot Flats forming part of the Sale Component together with the allotted parking spaces intended to be constructed on the Project Land with a view that ultimately the Allottee/s of the various Flats in the Building shall be admitted as members of the Society. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Flats (forming part of Sale Component) and the allotted parking spaces separately and independently and the Allottee/s of all the Flats and the allotted parking spaces in the Building shall be admitted as members of the Society.
	iv.	Though the Society is in existence, the powers and the authority of the Society and/or the Allottee/s and/or other holders of the Flats and the allotted parking spaces, shall be subject to the overall superintendence/authority and control of the Promoter in respect of all the matters concerning the Building and, in particular the Promoter shall have absolute authority and control as regards the unsold/not allotted Flats etc. and the same till the disposal thereof. Every Allottee/s of an said Flat shall be admitted as member of the Society on being called upon by the Allottee/s's shall pay Rs. 500/- for the membership money and entrance fee and such Allottee/s shall not be discriminated or treated prejudicially by the Society.
	v.	The Promoter shall, if necessary, become a member of the Society in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee, transferee

		and/or the buyers thereof shall if necessary become the members of the Society in respect of the said right and benefits. The Allottee/s herein and the Society will not have any objection to admit such assignees or transferees as its members and the Allottee/s hereby gives their specific consent to them being so admitted.
	vi.	The Promoter shall not be liable or required to pay to the Society any transfer fees/charges and/or any amount, compensation whatsoever for the sale/allotment or transfer of the Flats (forming part of the Sale Component) after the Building is handed over to the Society. The Society shall not issue Share Certificate to the Allottee/s without obtaining a No-Objection Certificate from the Promoter certifying that the Promoter has no outstanding dues pending on any account to be received from the Allottee/s and remaining unpaid. If the Society issues Share Certificates to the Allottee/s without adhering to or abiding by the aforesaid condition, the Allottee/s as well as the Society shall be jointly and severally responsible and liable to pay such amounts due and payable, if any, by such Allottee/s to the Promoter and the Promoter shall have a charge on the said Flat and the shares that would have been issued/allotted to the Allottee/s.
	vii.	As and when called upon by the Promoter, the Allottee/s agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee/s as the member of the Society. The Allottee/s further agrees and undertakes that the Allottee/s shall do as also cause the Society to do/ ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the Building and the Project Land.
	viii.	It is agreed, confirmed and covenanted by the Allottee/s that the Allottee/shall not be entitled to nor shall he/she demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the Building.
	ix.	It is agreed between the Promoter and the Allottee/s that the

		Promoter shall be entitled to develop the Project Land in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress or egress to the Allottee/s from the Project Land in the manner deemed fit by the Promoter and the Allottee/s unequivocally agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same. The Promoter shall be entitled to recover the proportionate amount towards such insurance premium from the Allottee/s herein and the Allottee/s of all other Flats in the Project.
	x.	The Promoter shall obtain all such insurances as may be notified by the concerned authorities (including but not limited to insurance in respect of the construction, title of the Project Land and the Building) and shall be liable to pay the premium and charges in respect thereof before transferring the insurance to the Society. All the documents relating to the insurance shall be handed over to the Society upon completion of the Project.
23	**15. ALLOTEE'S COVENANTS**	
	i.	The Allottee/shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Promoter on the terms particularly stated herein.
	ii.	The Allottee/s shall pay the entire Consideration, Statutory Charges and all other amounts that may be payable by the Allottee/s under this Agreement and/or under any Applicable Law without any delay or demur.
	iii.	The Allottee/s agrees that, the Promoter shall be entitled to consume such F.S.I. as may be available in respect of the Project Land or any part thereof or otherwise on the Project Land at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoter may think fit and proper in accordance with the terms of the Development Agreement.

	iv.	The Allottee/s agrees that, the Promoter shall be entitled from time to time to amend/modify the Sanctioned Layout Plan to construct the Buildings consuming the FSI as may be available from time to time including FSI in any format, if permissible by the concerned authorities, carry on the construction and complete such construction and sell the Flats in the Buildings at the Promoter's absolute discretion.
	v.	The Allottee/s as the member of the Society shall not raise any objection on any ground as to the Promoter' rights, reserved herein.
	vi.	Under this Agreement, the Promoter has agreed to sell and transfer only the said Flat and nothing further and the right of the Allottee/shall always be in respect of the said Flat only and such right will accrue to the Allottee/s only on the Allottee/s making payment to the Promoter of the Consideration as also all amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and covenants herein contained.
	vii.	The Allottee/s agrees that, the Promoter shall be entitled to alter the terms and conditions of the agreements to be executed relating to the other Flats in the Buildings and including the user thereof and the persons who purchase the other Flats in the Buildings shall be entitled to use the Flats acquired by them for such purpose as may be agreed to by and between the Promoter and such persons and as may be permissible under the Act and the rules thereunder;
	viii.	The Allottee/s agrees that, the development rights for the Project Land have been granted to the Promoter by the Society with a current membership of 40 members and with an understanding that the Allottee/shall be admitted as the member of the Society.
	ix.	The Allottee/s, *interalia*, shall do the following to be admitted as a member of the Society: (a) Apply for Membership with the applicable membership

	fee; (b) Execute an undertaking to use the said Flat for the purpose for which it is allotted and not to change the user thereof and to abide by all the bye laws, rules and regulations of the Society; (c) To unconditionally sign and execute necessary forms, applications, undertakings and documents as may be required by the Promoter. (d) Pay maintenance charges (as decided by the Society), outgoings due and taxes in respect of the said Flat shall be paid directly to the Society; (e) Make payment of applicable fee/charges/funds in aggregate as maybe informed by the Society from time to time to be added to the corpus prior to membership in the Society in accordance herewith. (f) Cause the Society to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the Project Land and the Building. x. After compliance with the aforesaid requirements, the Allottee/s shall submit to the Society membership application form along with true copy of this Agreement for Sale (being duly registered).
24	(i) Not to transfer or assign the Allottee/s's right, interest or benefit under this 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 said Flat 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 have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s have intimated in writing to the Promoter and the Promoter has given its prior written consent and also on intending transferee undertaking to observe and perform and carry

	out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Allottee/s. Such consent shall be at the discretion of the Promoter and upon such terms and conditions as stipulated therein. (j) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Flat, the Building or the Project Land or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. Further, the Allottee/shall not keep pets and/or domesticated animals in or upon the said Flat, the Building or the Project Land or any part thereof; (k) 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 said Flat and/or the Building nor litter or permit any littering in the common areas in or around the said Flat and/or the Building and at the Allottee/s' s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the Building to the requirement and satisfaction of the Promoter and/or the concerned authorities; (l) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee/s not do anything which may or is likely to endanger or damage the Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Building. No damage shall because to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, lifts, automation system if any, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the Building; (m)Shall not display at any place in the building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/shall not stick or affix pamphlets, posters or any paper on the walls of the building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Building; (n) Shall not affix, erect, attach, paint or permit to be affixed, erected,

attached, painted or exhibited in or about any part of the building or the exterior wall of the said 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 name of the Allottee/sin such places only as shall have been previously approved in writing by the Promoter in accordance with and in such manner, position and standard design laid down by the Promoter;

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

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

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

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

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

(t) Shall not do or permit or suffer to be done anything in or upon the

	said Flat or any part of the building which is or may, or which in the opinion of the Promoter is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining Flats or the neighborhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining Flats of the building and the Allottee/shall not hold the Promoter so liable. (u) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in the Common Areas and Amenities. (vi) 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 said Flat and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Flat and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Flat and the additional area to its original state.
25	**25 CREATION OF THIRD PARTY RIGHTS** 1. **BY THE PROMOTER–** (a) After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Flat 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/sin the said Flat. (b) The Promoter shall not transfer or assign his majority rights and liabilities in respect of the Project to a third party without obtaining the prior written consent from two-third Allottee/s, except the Promoter, and without the written approval of the Real Estate Regulating

Authority under the Act. Provided that such transfer or assignment shall not affect the allotment or sale of the said Flat under this Agreement.

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

(d) It is clarified that any transfer or assignment as stated above shall not result in extension of time to the intending promoter to complete the Project and the intending promoter shall be required to comply with all the pending obligations of the Promoter and in case of default such intending promoter shall be liable to the consequences of breach or delay as provided in this Agreement.

ii. BY THE ALLOTTEE/S–

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

2. The Promoter shall within a period of 15 (fifteen) days from the date of receipt of the Offer from the Allottee/s inform the Allottee/s as to whether the Promoter desires to acquire the said Flat ("**Positive Acceptance**"). In case of Positive Acceptance, the Allottee/s shall complete the sale transaction in favour of the Promoter and shall not negotiate with any other person or party in respect thereof. In case if the Promoter fails to complete the sale transaction within a period of 30 (thirty) days from the date of the Positive Acceptance, then

		in that event, the Allottee/s shall be at liberty either to grant the Promoter extension of time for completion of the transaction and /or in the alternative cancel the transaction. In case if the Allottee/s elects to cancel the transaction, then in that event the Allottee/s shall be at liberty to deal with the said Flat in such manner as the Allottee/s may deem fit and proper. 3. In case if the Promoter fails to respond to the Allottee/s within the aforesaid period of 15 (fifteen) days from the date of receipt of the Offer or respond to the Allottee/sin the negative expressing its disinterest to acquire the said Flat, then in that event, the Allottee/s shall be at liberty to deal with the said Flat in such manner as the Allottee/s may deem fit and proper subject to and only after the payment of all outstanding dues payable by the Allottee/s to the Promoter in terms hereof. 4. Stamp duty or other charges as may be applicable on any transfer shall be paid by the Allottee/s proposed transferee. The Allottee/s shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges. 5. The transfer shall be allowed only subject to clearing all the sums that shall be payable to Promoter in terms hereof on the date of submission of the request application. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer. 6. It is specifically made clear to the Allottee/s that, as understood by the Promoter, at present there is no direction/order passed by the

concerned authority restricting any nomination/ transfer/ assignment of the said Flat by the Allottee/s. However, in the event any such direction/ order is passed by the concerned authority after the date of this Agreement, the Allottee/shall abide by the same.

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

8. It is clearly understood and so agreed by and between the Parties hereto that any transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws and notifications/ governmental directions. All the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against and subsequent Allottee/s of the Flat and to his/her/their successor/s and permitted assigns in case of a transfer, as the said obligation go along with the Flat for all intents and purposes.

For M/S ROHA REALTY PRIVATE LIMITED

HARSHVARDHAN SHRIKANT TIBREWALA

Digitally signed by HARSHVARDHAN SHRIKANT TIBREWALA
DN: c=IN, o=PERSONAL, pseudonym=75953fcdf9464c01a9a35c7d0cc3accb, 2.5.4.20=d1535f0264dce3f7cca1004f7e19ea29209786be51d31248098f0d40be61428d, postalCode=400063, st=MAHARASHTRA, serialNumber=02c7bb05055ed021c359e9a26cd483640d3e59f7ee0b7435cec53100636f0fcc, cn=HARSHVARDHAN SHRIKANT TIBREWALA
Date: 2023.12.15 13:27:08 +05'30'

ROHA REALTY PRIVATE LIMITED MUMBAI

Director