

Date :08.12.22

DEVIATION REPORT ON AGREEMENT FOR SALE

This is to certify that, draft copy of allotment letter uploaded at MahaRERA portal in relation to the residential project viz. **MINDSPACE VILLAS - PHASE I** located at S. No. 386,387,388 Gorhe Bk Village, Taluka Haveli, Dist- Pune, Pin 411025 of **MS LIFESTYLE RESORTS**, there is no deviation in any of the clause of the agreement for sale uploaded by the promoter except the following -

Modified Clauses

<u>Clause as per Draft Agreement</u>	<u>Clause as mentioned in draft Agreement</u>	<u>Clause as per RERA</u>	<u>Clause as mentioned in model draft Agreement</u>
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Added Clauses

<u>Clause no as per our Draft</u>	<u>Actual Clause</u>
2 (4)	INTEREST ON UNPAID DUE AMOUNT OF CONSIDERATION Without prejudice to the right of the Promoter to take action of breach arising out of the delay in the payment of the installments on the due dates the Allottee/s shall be bound and liable to pay interest @ then prevailing State Bank of India Marginal cost of lending + 2% p.a. on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of the delay in payments by the Promoter against delay by the Allottee/s. Similarly, if the Promoter fails to abide by the time schedule for handing over the said Plot to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest @ then prevailing State Bank of India Marginal cost of lending + 2% p.a. on all amounts paid by the Allottee/s, till the handing over of the possession subject to all just exceptions set out herein. The interest payment for delay in payment of Infrastructure charges shall be computed as provided herein.
2 (5)	TERMINATION OF AGREEMENT a. Default by the Allottee/s in payment of any amounts due and payable or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their discretion to terminate this Agreement PROVIDED HOWEVER that the right of termination under this Agreement shall not be exercised unless the Promoter has given to the Allottee/s fifteen (15) days prior notice in writing of his intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the Allottee/s in



	remedying such breaches within fifteen (15) days of receiving such Notice delivered under R.P.A.D. on the address herein mentioned of the Allottee/s. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the Agreement shall be terminated and the Allottee/s has irrevocably agreed to the same. Provided that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s consideration amount subject to Cancellation Charges payable to the promoter. Cancellation charges shall be recovered as per MahaRera as may be applicable from time to time. After deducting Cancellation Charges as stated above, the Promoter shall refund to the Allottee/s within a period of 45 days of the termination, the instalments of Sale Consideration of the said Plot which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said Plot with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of the Promoter absolute right to terminate this Agreement. Only upon the execution and registration of deed of cancellation, if deemed necessary by the Promoter, the Allottee/s shall be entitled to receive the refund of consideration amount, subject to terms of this Agreement. The cancellation of the allotment of the Plot as provided herein shall automatically mean and include cancellation of all other rights and entitlements whatsoever in respect of the Project/Scheme No. 1, without any further writing required to be entered into for the purpose. b. The Allottee/s irrevocably agrees that in case of the cancellation/ termination of the said Plot, the Promoter shall not be responsible or liable for refund of stamp duty, registration fees, GST (CGST, SGST, IGST), or any other charges paid by the Allottee against said Plot.
2 (6)	CHARGE FOR UNPAID AMOUNTS The Promoter shall in respect of any premium or any other amount remaining unpaid by the Allottee under this Agreement have first lien and charge on the said Plot.
5	INCIDENTAL PAYMENTS: In addition to the consideration amount and payment of other deposits and charges mentioned above the Allottee/s shall pay to the Promoter, before delivery of possession of the said Plot the following amounts: Rs. _____/- for Society formation; Rs. _____/- Shares money and application entrance fee of the society; Rs. _____/- Total The Promoter shall utilize the said sum to be paid by the Allottee to the Promoter toward meeting all the legal Costs including the professional costs of the advocates of the promoter in connection with formation of the Society, without having to offer any account in respect thereof to the allottees or their organization. GST as applicable shall be recovered separately.
8	ALLOTTEE'S UNDERTAKINGS & OBLIGATIONS: The Allottee so as to bind his/her/their/ its heirs, executors, administrators, successors and permitted assigns and the occupants for the time being in use and occupation of the said Plot together with enjoyment of the Common Areas and Amenities along with other



allottees of the Scheme No. 1 undertakes and covenants with the Promoter and the Maintenance Company and/or the Service Company that the Allottee and the persons/parties claiming through the Allottee and/or the Occupants of the said Plot for the time being shall observe and discharge, carry out and comply with the following: -

- a. To use the said Plot and/or permit or cause the same to be used for the purpose of residential use only and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) may be permitted under any law or regulation for purposes other than residential use and no other uses such as for guest house, running creche, tuition class, maternity home, beauty parlour, saloon, tailoring, consulting room, clinic or part office by a professional or any other non-residential but permissible user is and shall be any time undertaken or allowed, the agreed intent and agreement being that the entire area shall be always a purely residential complex only.
- b. To abide by the design constraints and development guidelines as are set out in Annexure I and as may be mandated by the Promoter from time to time.
- c. To pay all dues relating to the said Plot and construction thereon made by the Allottee, to the Government, Local Municipal Body or any other local body or authority regularly from time to time and also to contribute such amount as may be required to be contributed by the Allottee/s, or occupier of each of the plot as also of the construction thereon so as to ensure proper carrying out of and execution of all the works and/or acts, deeds, matter and things as may be required to be done and/or executed and/or carried out and/or strictly in accordance with the sanctioned plans and the objectives hereinbefore set out.
- d. That the Allottee and/or his nominees/ assigns shall at all/any time have right in common with the other plot holders of the said Project Land and the allottees of the adjoining plots for ingress and egress to the said Plot via the common internal roads.
- e. To ensure that the Allottee/s shall not encroach on the adjoining plots & road at the time of the commencement of the construction on the Allottee's plot or at any time thereafter, and he/ she/ they shall respect the boundary with the concerned neighbor, Promoter and/or the Society. In the event of any encroachment whatsoever the Allottee/s shall be liable to demolish the structure constructed by him/ her/ them at his/ her/ their own cost & shall be responsible for all consequences thereof.
- f. Not to connect the drainage lines of their Plot to the storm water lines of the said Project.
- g. Not to sell or dispose of any earth, gravel or sand from under the plot and not to excavate the plot except as far as may be necessary for the execution of construction work as per approved plans and with the per permission from the planning authorities or such other authorities as may be required for construction work.
- h. That the Allottee/s and/or his/her/their nominees/ assigns shall at all/any time have right in common with the other plot holders of the said property to use and share the common facilities and amenities or benefits and bear and pay his/ her / their proportionate share in the upkeep and maintenance thereof as applicable.
- i. To observe and perform all the terms, covenants, conditions stipulated and/or to be stipulated from time to time by the Promoter and to conduct himself/herself/themselves in such a manner as to ensure equitable use and



enjoyment of the said amenities, facilities and services by the holders for the time being of all the various plots comprised in the said Project and/or other lands of the Promoter abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and/or its nominee/s and not to do any act of omission or commission which shall in any manner affect or prejudice or obstruct directly or remotely the similar use and enjoyment of such amenities, facilities and services by any of the holder/s for the time being of the other property /property comprised in the said Project and/or other land/s abutting in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and or its nominee/s.

- j. Not to obstruct the development work or enforcement of right of and by the Promoter herein for any reason and in any way.
- k. To promptly bear and pay the local taxes, insurance, N.A. taxes, water and electricity charges, maintenance charges, common security charges, including the charges of the private trust/maintenance society/society for maintenance from the date of intimation of possession and also any additional increased taxes etc. which may be imposed by the concerned local authority and by the Govt. The Allottee/s shall hereby indemnify the Promoter and the from all such levies, cost and consequences.
- l. Save as hereinafter provided not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the plot until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc; provided always, the Promoter shall be entitled to recover from the Allottee administrative fee @ 2% of the transfer price of the Plot or its ready reckoner value, whichever is higher. This obligation of the Allottee and his successors in title towards the promoter shall continue until such time as the organization of allottees is formed and the common areas and facilities are conveyed to the said organization.
- m. To duly and promptly pay, bear, discharge and contribute all the amounts that are or may be stipulated by the Promoter to be payable by him/her/them from time to time. In the event of the Allottee/s committing any default in payment of the amount payable by him/her/them as aforesaid or as and when demanded by the Promoter or when the same falls due, the same shall constitute and/or deem to constitute a charge on the said Plot and without prejudice to the aforesaid, the Promoter be entitled to prevent the Allottee/s from using and/or enjoying in any manner whatsoever all or any of the said common facilities and/or amenities.
- n. To park motor car/motor cycle/scooter or any other vehicle within the Plot only;
- o. To complete the construction of the structure on the Plot by the Allottee or his successor(s) in title within a period of three years of handing over of possession of Plot by the Promoter to the Allottee, failing which the Allottee or his successor(s) in title shall be liable to bear and pay two times of applicable monthly maintenance charges of the Scheme and the pro-rata charges of the Larger Layout from the date of expiry of the said period of three years to the date of completion of the structure.



	p. To maintain the said Plot and the structure thereon as shall be built at his/her/them/its own cost in good tenatable repair and condition after the possession thereof is given pursuant to this Agreement. q. Not to change or alter or make any addition or alteration in the structure as shall be built or to any part thereof beyond the rules and regulations of the concerned local authority and except in consultation with the Promoter and as provided herein including the said Plot or any part thereof. r. Not to store at the said Plot or the structure as shall be built thereon, any goods which are of hazardous, combustible, offensive, or dangerous nature or are of such other type or nature as to damage the construction or structure or storing of which goods is objected to by the local or other authority concerned. s. Not to bring or cause to be brought any heavy motor vehicles/heavy transportation beyond the designated hubs/limits save and except for the limited purpose of transporting furniture, fixtures and other household items and after taking prior permission of the Promoter or the Maintenance or the Service Company. t. Not to do or suffer to be done anything in or at the said Plot or any part of it or the construction which will be constructed thereon which may be forbidden by and/or in violation or breach of any laws rules, regulations and bye-laws of the local authority or other public authority concerned. In the event of the Allottee committing any act in contravention of the above provision, the Allottee alone shall be responsible and liable for the consequences thereof and to the concerned local authority and/or other public authority and also to the Promoter and/or Maintenance Company and/or the Service Company. u. Not to do or omit or suffer to be done, at any time, in, on or about the said Plot, anything in respect of which the Promoter or the Maintenance Company or the Service Company incurs or the Promoter or the Maintenance or the Service Company suffers or becomes liable to pay any fines, penalty, damage, compensation, expenses or any amount to any person or persons or the concerned authorities and to reimburse to the Promoter or the Maintenance Company and the Service Company without any delay, default and demur any penalty and/or fine, expense or any other amount aforesaid. v. Not to do or suffer to be done act or thing in or to any part of the Project which may cause any hindrance or obstacle in use and enjoyment of the Plot by the other Allottees/ occupants in the Project and/or which may cause any nuisance or annoyance to them. w. To forthwith remove or stop any obstruction, objection, nuisance etc., created or caused by the Allottee and/or his/her/its occupants as required by the Promoter, and/or by the other occupants of the Project suffering inconvenience on account of such cause. x. Not to interfere with or tamper with or distort the established drainage pattern in the Project. y. Not to use fresh water for any purpose other than for domestic use and certainly not for gardening. z. Not to place any tent, shack or other temporary structure in the common areas or
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	upon any part of the Project. aa. Not to place any kennel or other facilities for raising or boarding dogs or other animals in any of the common areas and facilities or part of the Project. The pets shall not be allowed to run at large. Further, no non-household animals shall be kept at the said Plot or the Project or any of the surrounding area. The barking/biting of such pets has been strictly prohibited and upon happening of such event, the Allottee shall take away such pets out of the Project, apart from being liable in torts qua the sufferer. bb. Not to do or to permit to be done any act or thing which may render void or voidable any insurance of the Project or any part of it or the said Plot or cause any increased premium to be payable in respect thereof. However, it is clarified that this does not cast any obligation upon the Promoter to insure the Project or any part thereof including the said Plot. cc. Not to fell, cut down, destroy, imperil, damage, injure or replace any trees, shrubs, plants anywhere in the Project unless permitted to do so by the Promoter. dd. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot or otherwise in the compound of the said Plot or any portion of the Project Land and to bear and pay the charges for any such act as may be stipulated / demanded by the Promoter and/or the Maintenance and/or the Service Company concerned to keep the area neat and clean. ee. Not to place any kind of rubbish or debris or allow the same to be accumulated upon any part of the Project or the surrounding area and no odors shall be permitted to arise there from so as to render any property or portion thereof unsanitary, unsightly, unhygienic, offensive or detrimental to any other property or its occupants. ff. Not to permit any noise or other nuisance so as to be offensive or detrimental to other occupant/s of the Project and not to locate, place or use any exterior speakers, horns, whistles, bells, or other sound devices. However, security devices used exclusively for security purposes may be allowed with the prior written approval of the Maintenance or the Service Company. gg. Not to affix or display or permit to be affixed or displayed at the said Plot and/at the Project any painted or illuminated signboards, sky-signs, neon signs or advertisements or otherwise. However, the Allottee shall be permitted to install the name plate of the size and other specifications as designated in writing by the Promoter or the Maintenance / Service Company outside on the main gate of the said Plot. hh. Not to install television antennas, radio transmitting and receiving antennas or satellite dishes but only at the places provided for without disturbing the external appearance of the structure at the said Plot and as may be required by the Promoter or the Maintenance/Service Company. ii. To pay to the Promoter and/or the Maintenance/ Management/Service Company within 7 (Seven) days of demand, his/her/ share of security and other deposits paid and to be paid to the Government, the Collector, PMRDA, the Gram Panchayat or any other Local Authority or Body or Service Provider for giving water, electricity, telecommunication or any other service or utility connections to the said Plot. jj. To pay all charges for consumption/usage of water, electricity, Cooking or any type
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	of Gas, telephone, telecommunications and other utilities and services at actual or as per the separate meters, sub-meters installed by the Promoter or the Maintenance/ Services Company or as per the charges that may be intimated by the Promoter or the Maintenance/Services Companies or their nominees from time to time from the date of receipt of intimation from the Promoter to take possession of the said Plot. The Promoter shall be at liberty to raise bills in respect of water usage on pro rata basis either by considering area of each plot or by considering the number of plot holders or by considering norms of National Building Code. kk. To observe and perform all the obligations under the rules and regulations which the Promoter /the Maintenance /Management Service Companies may frame or may adopt and in force from time to time for protection and maintenance of the Project and the said Plot therein, and shall be responsible for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being and from time to time in force. ll. The Allottee/s undertakes to keep indemnified the Promoter or the maintenance /service Company and Maharashtra Natural Gas Ltd. including any other service provider against any and all liability for death, injury or illness, damages/losses (arising out of the leakage of internal piping- inside Allottee/s premises) caused to or suffered solely by any family member, employee/property of the Allottee/s howsoever caused or arising and shall indemnify and hold harmless the Promoter or the Maintenance/Service Company and Maharashtra Natural Gas Ltd. or other gas agency against any and all costs, damages or expenses whatsoever incurred by the Allottee/s in respect of any claims, demands, proceedings or cause of action arising in connection with any such death, injury or illness, damages/losses caused or suffered by any of the family members, employee/property of the Allottee/s. mm. To permit the Promoter and/or the Maintenance/ Service Companies, their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Plot or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structures and other conveniences belonging or serving or used for the Project and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes by the Promoter as also to view and examine the state and condition of the said Plot and the Allottee shall make good the repairs, if any, required by the Promoter and/or Maintenance/Service Company /Companies within 15 (fifteen) days of the giving of such notice to the Allottee. nn. To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee as set out in this Agreement. oo. The Allottee shall not interfere or object to the construction of neighboring buildings, premises etc. constructed and to be constructed by the Promoter in accordance with the sanctioned plans on any lands including but not limited to obstruction of air, ventilation, on account of any construction etc. whatsoever. pp. The Allottee shall not object to the Promoter having secured / obtained requisite finance for causing the development and construction on the Project or any other part thereof and to develop other infrastructure from the banks/financial institutions
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	etc. and for the said purpose to create mortgage/charge on the Project except the said Plot. qq. Not to construct additional floors/construction than permitted at the said Plot.
9	COVENANTS AS TO THE CONSTRUCTION BY THE ALLOTTEE/S ON THE SAID PLOT The Allottee/s with an intent to bring all persons into whatsoever hand the said Plot may come, does hereby covenant and declare as follows :- - Allottee will be entitled to construct his/her/their/its choice consuming sanctioned FSI on the said Plot. The structure shall be constructed strictly as per the design of the structure, services, retaining wall, etc approved by the Promoter before the plans are put up for approval thereof. - As expressly agreed by the Allottee hereinabove, even in case of any redevelopment or reconstruction, the Allottee shall not be entitled to use more than sanctioned FSI on the said Plot. - Unconsumed balance FSI, additional FSI/ paid FSI and any other benefits of plots/lands/all kind of the Projects is and shall be the property of Promoter alone, which it can consume anywhere in the larger property at its sole discretion. - The Allottee/s shall repair and keep the structure on the said Plot and every part thereof including all the pipe line utilities, facilities, amenities, fittings, accessories, installations, electric, plumbing and water supply, sewerage and drainage systems in tenantable and working condition at all times. - The Allottee/s shall at all times abide by, observe and comply with the applicable Development Control Regulations in force and also abide by the rules and regulations formed by the Promoter /Ultimate body which may be formed by the Promoter in respect of all plot holders of the said Project. - The Allottee/s further covenant/s that he/ she/ they shall not excavate or dig the internal roads, driveways, landscaping and plantation area or cause any damage thereto in any manner. The Allottee/s covenants that he/ she/ they shall not additionally tap the main water line or any other service lines without specific written permission of the Promoter. - The Allottee/s shall keep the said Plot and construction thereon free from all rubbish and litter and make proper arrangements in cooperation with the holders of other plots in the Project for the disposal and removal of the same.
11	COMMON CAR PARK: - The visitors shall on first-cum-first-served basis park their vehicles in the areas earmarked for common parking and not elsewhere or at "pay and park" parking lots. However, the parking will be at visitors/Allottee/s risk and visitor/Allottee/s shall not hold responsible the Promoter /maintenance company/service company for any damage/loss to his/her/their vehicle. - The Promoter through the Service Company shall regulate the entry and exit of the Allottee and visitors, inter alia, for security and parking purposes. - Car parking shall be subject to the rules framed by the Promoter and/or the Service Company to avoid any unnecessary disputes among the Allottee, his visitors and other parties visiting the Project. Street parking shall be strictly prohibited in all the



	parts of the Project. d. Cars shall be washed and/or cleaned in the designated Cars washing/ Areas or can be washed at an extra cost by the Servicing Company. e. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the car parking areas. f. The Allottee shall park his/her/their vehicles in the said Plot for their individual use and ensure that parking in public areas is done only in the designated parking spaces. Under no circumstances vehicles will be parked elsewhere in the Project. g. The foregoing restriction shall not prevent temporary parking of vehicles for loading or unloading purposes and other activities incidental thereto.
12	INSURANCE: a. It shall be the sole obligation of the Allottee to ensure the construction on the said Plot against all available insurance risks for an amount equivalent to the market/replacement value of the construction during and after the construction, to pay every insurance premium regularly and to produce the insurance policy/policies as well as the receipts for the insurance premiums to the Promoter from time to time. b. The Allottee is aware that it would be more economical if Promoter or the nominee/s may procure a comprehensive insurance policy covering the Project, infrastructure, facilities and amenities including the construction on the said Plot in favour of Promoter or the nominee/s as the case may be. The Allottee agrees that in the event of any comprehensive insurance policy covering also the construction on the said Plot is procured as aforesaid, the Allottee shall regularly pay the insurance contributions to Promoter or the nominee/s as the case may be, such contributions to be calculated according to the proportionate area of the said Plot and the construction as may be determined by the Promoter by framing uniform rules for all allottees. c. In the event of the Allottee at any time not paying any insurance premium, the Promoter may, but without being obliged to do so, pay such premium on behalf of the Allottee and the Allottee shall repay such premium amount within a period of one month there from with interest thereon @ then prevailing State Bank of India Marginal cost of lending + 2% p.a. from the date of default to the date of actual payment. In case the Promoter does not pay such defaulted premium or discontinues to pay such defaulted premium at its sole discretion, the Allottee will not in any manner hold the Promoter responsible or liable therefore and the Allottee shall alone be responsible for the consequences including non-availability of insurance cover to the Allottee. d. In the event of the construction on the said Plot being destroyed and/or damaged during the construction period or thereafter, the insurance monies that may be available in respect of the said construction will be first utilized by the Allottee towards rebuilding and reinstating the said construction. e. During construction of the structure on the Plot by the allottee, the allottee shall obtain and keep in force until completion of construction comprehensive CAR policy of adequate value.
13	ELECTRICITY SUPPLY:



	a. The Promoter shall arrange for the electricity connections to the said Plot and shall enter into appropriate agreement(s) with the electricity supplying bodies on as favorable terms as possible. b. Allottee shall pay monthly charges towards consumption of electricity. c. The Promoter shall not be responsible in case of non-availability of electricity by the electricity supply provider;
14	WATER SUPPLY: a. Subject to payment of monthly charges towards consumption of water supply, the Promoter/Society shall make adequate arrangements for the supply of potable water. b. The Promoter/Society shall not be responsible in case of non-availability/ supply of water by the provider themselves. c. The Promoter/Society shall make all possible efforts to ensure that there would be adequate supply of potable water, except for reasons beyond its control.
15	CREDIT FACILITY FROM FINANCIAL INSTITUTIONS/CONSORTIUM BANK: a. The Allottee shall be entitled to raise necessary finance / housing/construction loan and to avail such loan on the security of his/her/its/their respective Plot, however, it will be the sole responsibility of the Allottees to repay the said loan and the Allottees hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss or liability arising from the same. b. After the Promoter executes this agreement, he/ she/ they shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such plot.
20	INDEMNITIES: The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Plot, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Plots and during the occupation, use and enjoyment of the said Plot, the Project Land and the Common Areas and Amenities.



23	REPRESENTATION The Allottee/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment demarcation before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may, till the transfer/conveyance of the Common Areas and Facilities in favour of the Society, represent the Allottee/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of the Collectorate, PMRDA, water, Government Department, on behalf of the Allottee/s and whatsoever acts, done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s. It is hereby clarified that the Promoter herein shall be deemed to be a liaising agency for applying for all municipal or other authorities and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority in providing such amenities, services or facilities to the Project on the Project Land or to the said Plot agreed to be sold hereunder.
24	AGREEMENT TO SUPERSEDE This agreement constitutes and represents the entire agreements between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and cancels and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing between the parties hereto on the subject matter hereof or in respect of matters dealt with herein. It is hereby made clear that the color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to its right/s and discretion to make changes in the same. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.
25	NAME OF THE SCHEME AND PROJECT: - a. Not with standing anything contained anywhere in this agreement, it is specifically agreed by and between the parties hereto that the Promoter herein has decided to have the name of the scheme/ project as "MINDSPACE VILLAS" The Allottee/s or other plot holders in the layout or their successors are not entitled to change the aforesaid name of the scheme/project/ complex in any circumstances. b. The allottees and their organization shall at all times hereafter, display conspicuously as may be desired by the Promoter the citation "a project by MS Lifestyle Resorts".

