

DEVIATION REPORT

DEVIATIONS/MODIFICATIONS IN THE PROFORMA OF THE AGREEMENT FOR SALE AS PROPOSED BY THE PROMOTER AND THE MODEL FORM OF AGREEMENT FOR SALE; IN COMPLIANCE OF CLAUSE (g) OF SUB-SECTION 2 OF SECTION 4 OF THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016 ARE MENTIONED HEREUNDER:

Date : ____ October, 2023

Sr. No.	Deviations in the Agreement for Sale as proposed by the Promoter	Clauses under the Agreement for Sale as proposed by the Promoter																
1.	1. The Allottee/s hereby agree/s, covenant/s and undertake/s to pay the consideration/Sale Price of the said flat/shop including the car parking space of Rs. _____/- (Rupees _____ only) to the Promoter as follows: <table><tr><th>Sr. No.</th><th>Payments Milestone</th><th>Percent age of Amount to be paid</th><th>Amou nt (in Rs.)</th></tr><tr><td>1</td><td>Booking Amount / Earnest Money</td><td>10%</td><td></td></tr><tr><td>2</td><td>On execution of this Agreement</td><td>20%</td><td></td></tr><tr><td>3</td><td>On completion of Foundation</td><td>7.50%</td><td></td></tr></table>	Sr. No.	Payments Milestone	Percent age of Amount to be paid	Amou nt (in Rs.)	1	Booking Amount / Earnest Money	10%		2	On execution of this Agreement	20%		3	On completion of Foundation	7.50%		Clause No. 4 (a) Page No. 13 & 14
Sr. No.	Payments Milestone	Percent age of Amount to be paid	Amou nt (in Rs.)															
1	Booking Amount / Earnest Money	10%																
2	On execution of this Agreement	20%																
3	On completion of Foundation	7.50%																

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		4	On Completion of Plinth	7.50%		
		5	On Completion of 1st Slab	5.00%		
		6	On Completion of 3rd Slab	4.00%		
		7	On Completion of 5th Slab	4.00%		
		8	On Completion of 7th Slab	4.00%		
		9	On Completion of 9th Slab	4.00%		
		10	On Completion of 10th Slab	4.00%		
		11	On Completion of Brickwork	5.00%		
		12	On Completion of External Plastering	5.00%		
		13	On completion of the lifts, water pumps, electrical fittings, entrance lobby	5.00%		
		13	On Completion of Internal Plastering	5.00%		
		14	On Completion of Tiling	5.00%		
		15	On Possession	5.00%		
				100%		
2.	The Sale Price is exclusive of all taxes, levies, duties, cess, etc. in addition to the Sale Price, the Allottee/s shall pay all other amounts mentioned herein. Any of the taxes, including GST, levies, duties, cess, etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.					Clause No. 5 (a) Page No. 14
3.	The Allottee/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, along with the					Clause No.5(f)

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	Certificate issued by the Architect, that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that failure on the part of the Promoter to send intimation requiring such payment shall not be a plea, or an excuse by the Allottee/s for non-payment of any amount or amounts.	Page No. 15
4.	The Allottee/s shall make all payments of the Sale price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of – “M/s. SANGVI LIFESPACE PRIVATE LIMITED” In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of – “M/s. SANGVI LIFESPACE PRIVATE LIMITED”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit the amounts paid by the Allottee/s to the Promoter in the manner set out herein below. 70% (Seventy percent) of the amounts deposited/transferred to M/s. SANGVI LIFESPACE PRIVATE LIMITED Escrow Account, from time to time shall be deposited in a separate account to be maintained under section	Clause No. 5(h) Page No. 15 & 16

	4(2)(1)(D) of RERA and same shall be utilised as per the norms of RERA.	
5.	The Allottee/s are aware that as per present statute, GST is levied/applicable on the Sale Price payable hereunder and consequently the amount of each instalment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertake/s to pay the amount of the GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter here under, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.	Clause No. 5(i) Page No. 16
6.	Notwithstanding anything contrary contained herein, in case the Allottee/s fail or are otherwise unable to make payment of	Clause No.9

	any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit all such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding payment at the rate specified under the RERA Rules per annum compounding quarterly from the due date till the date of realization thereof.	Page No. 19
7.	The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and The Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Allottee/s as statements and/or representations of fact, and the Allottee/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part	Clause No.11 Page No. 19 & 20

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	thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.	
8.	It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/shops and car parking, shall always be the sole and absolute property of the Promoter. The Allottee/s are aware that the recreational facilities are available for the use and enjoyment of the holders of various Flats in the said Building along with the Users/Occupiers of other Flats/developments on the said Property.	Clause No. 13 Page No. 20
9.	The Allottee/s is aware that the said property is a redevelopment project of the Promoter and the said Society i.e. Adarsh Dahisar Gaurav Co-Operative Housing Society Limited already exists.	Clause No. 15 Page No. 21
10.	It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/shops, car parking spaces, portion or portions of the said Building, etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may, if it so desires, become a member of the said Society in respect thereof, and the Promoter shall have full right, absolute power and authority,	Clause No. 20 Page No. 22

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	and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. On the Promoter intimating to the Society, the name or names of the Allottee/s or acquirer/s of such unsold flats, shops, premises, etc., the Society shall forthwith accept and admit such Allottee/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Allottee/s towards development charges, legal charges, etc. as mentioned in clause _____ below. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided, however, in the event that the Promoter occupies or permits occupation of any flat, such occupant/s or the Promoter, as the case may be, shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/approval of the said Society.	
11.	The Allottee/s shall at no time demand partition of the said Building and/or said Property, and/or the Project etc. and/or	Clause No. 22

	his/her/their interest, if any, therein and the same shall never be partitioned.	Page No. 23
12.	It is agreed that notwithstanding anything contained to the contrary herein, the Promoter shall be entitled at any time to amend the layout and/or to construct additional Building/ structures on the said Property and/or additional floors on said Building being constructed on the said Property. All such additions, alterations, additional floors and/or additional wings, Building and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property or elsewhere and/or on account of T.D.R. and/or any other rights, benefits including floating rights which may be available in respect of the said Property or other property and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I. or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled to utilize and consume such T.D.R., F.S.I. or any other potential, other rights, benefits including floating rights, etc. to the extent permissible as per rules/regulation in force at such relevant time. The Allottee/s shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.	Clause No. 27 Page No. 24
13.	It is agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner, as the	Clause No. 28 Page No. 24

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	Promoter may desire. The Promoter is retaining unto himself full rights for the purpose of providing ingress or egress to the Allottee/s from the said Property in the manner deemed fit by the Promoter and the Allottee/s unequivocally permits/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.	
14.	It is agreed between the Promoter and the Allottee/s that the Promoter shall on or before completion of the development of the said Property, shall be entitled to provide right of way/access to the new buildings / upper floors on existing building that shall be constructed and the Allottee/s unequivocally permits/agrees not to raise any objection or dispute regards the same now or any time in the future.	Clause No. 29 Page No. 25
15.	It is agreed between the Promoter and the Allottee/s that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by BMC in respect of the said Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoter may desire. It is further agreed that the Promoter in his absolute discretion shall be entitled to locate or provide in the said Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire from time to time.	Clause No. 30 Page No. 25

16.	The Allottee/s hereby expressly permits the Promoter re-design the said Building or increase in number of floors, adding more Building or Building or the recreation area or realigning any internal road, common area, club house, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the said Building in which the Allottee/s has/have agreed to acquire the premises is completed earlier than other Building structures, then the Allottee/s confirms that the Promoter will be entitled to utilize any F.S.I., T.D.R. and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available in the future for any reason including on account of change in regulations/law/act etc. in respect of the said Property or any part thereof or any adjoining property or property as the case may be, and till all the aforesaid is fully utilized by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Allottee/s herein and the Allottee/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to handover the said property to said Society or as the case may be and the Allottee/s agrees and irrevocably states to not have any demand or dispute or objection in that behalf.	Clause No. 31 Page No. 25
17.	It is agreed, confirmed and covenanted by the Allottee/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said Property and/or the said Property and/or get the said Property sub-divided into small portions or	Clause No. 32 Page No. 26

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	parts or amalgamate the same with any other property or property and the Allottee/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Allottee/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any F.S.I. exceeding the F.S.I. used or any F.S.I. available now or in future and consumed in the said Building and that the Allottee/s and/or the said Society shall not be entitled to put up any further or additional construction on the Building exceeding the F.S.I. consumed therein or for any reason whatsoever.	
18.	The name of project shall always be known as “Sanghvi Pride” and this name shall not be changed without the written permission of the Promoter.	Clause No. 33 Page No. 26
19.	It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the Annexure - H hereunder written. The Allottee/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities in Annexure - H , the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Building /said Property.	Clause No. 34 Page No. 26
20.	Subject to Force Majeure circumstances and / or Other Circumstances, and provided the Allottee/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Allottee/s by _____ (“Possession Date”). If the Promoter fails to offer possession of	Clause No. 35 Page No. 26

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	the said Flat to the Allottee/s on or before the Possession Date, and only if the Allottee/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Allottee/s simple as specified in the RERA Rules, on all the amounts paid by the Allottee/s to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.	
21.	If the Allottee/s intend to cancel this Agreement or withdraw from the Project, then on cancellation of this Agreement by the Allottee/s: a. The Promoter shall refund to the Allottee/s the amounts received by the Promoter after deducting the amount and in the manner as stated in clause _____ above; b. The Allottee/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and c. The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.	Clause No. 36 Page No. 26 & 27
22.	The Allottee/s here by agree and confirm that under any circumstances, the Promoter shall not be responsible for the refund of any of the applicable taxes including GST or any other tax, levy, statutory charges paid by the Allottee/s to the Promoter and/or collected by the Promoter from the Allottee/s.	Clause No.38 Page No. 27

23.	Procedure for taking possession: - a) The Promoter, upon obtaining the part / full occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Premises, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) Days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. b) The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the part / full occupancy certificate of the Project.	Clause No. 39 Page No. 27
24.	Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood 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 premises of the said Building and the Allottee/s shall not hold the Promoter so liable;	Clause No. 44(l) Page No. 32 & 33

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25.	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 or on the common stairways, refuge areas, corridors and passageways in and of the said Building.	Clause No. 44(m) Page No. 33
26.	Shall never in any manner enclose 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 time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any permission or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state	Cause No. 44(n) Page No. 33
27.	Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and/or occupy the common area of the Building such as passage, lobby, staircase and/or any part of the said Property.	Clause No. 44(o) Page No. 33
28.	Breach of any of these conditions shall cause this Agreement, shall be construed as event of default on the part of Allottee/s and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions and the consequences as mentioned in clause _____ shall follow. The Promoter shall be entitled to deduct from the payments made	Clause No. 44(p) Page No. 33 & 34

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	by the Allottee/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Allottee/s, however if such payments are inadequate, the Promoter shall be entitled to recover further amounts from the Allottee/s to compensate for the damage so caused and the Allottee/s hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon the Allottee/s shall not dispute the decision of the Promoter in this regard.	
29.	The Promoter shall have irrevocable, unconditional and unfettered rights and be entitled to and the Allottee/s shall permit the Promoter and his surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.	Clause No. 47 Page No. 36
30.	The Allottee/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and his surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Allottee/s of such other premises, as the case may be, shall have made	Clause No. 48 Page No. 36

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	default in paying his/her/their share of taxes, maintenance charges, etc.	
31.	It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the said Building or Building including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Allottee/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/said Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.	Clause No. 49 Page No. 36
32.	The said Society is the Owner of the said property and shall continue to be the Owner of the said property even after completion of the Project and Allottee/s shall be entitled to	Clause No. 51(xii)

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	become the member of the said Society in terms as recorded herein.	Page No. 38
33.	The Allottee/s hereby nominates _____, having his/her/their address at _____, who is the _____ of First and Third holder, and _____ to Second holder, of the Allottee/s as his/her/their nominee in respect of the said Flat. On the death of Allottee/s, the said _____ (“said Nominee”) shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at his discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.	Clause No. 54 Page No. 39
34.	The Allottee/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or	Clause No. 55 Page No. 39

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	other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.	
39.	All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned. A notice shall be deemed to have been served as follows: a. if personally delivered, at the time of delivery	Clause No. 56 Page No. 40
35.	No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.	Clause No. 59 Page No. 59 & 60
36.	Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be	Clause No. 60 Page No. 40

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	construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.	
37.	The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat and has/have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.	Clause No. 62 Page No. 40