



To,
MahaRera
Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051

Date:29th September 2024

Sub: Deviation Report with respect to Model Form of Agreement for Sale for obtaining RERA registration certificate for the Building “L&T Realty Evara Heights T4” **situated at Village Panchpakhadi, Thane West, Mumbai – 400 606.**

We hereby declare that the following are the deviations/modifications/additions in the Agreement for Sale to be issued by the Developer to the Allottee/s vis-à-vis Model Form of Agreement for Sale as per Notification No.31/2022 dated 1st July, 2022 issued by MAHARERA Authority.

The deviations/modifications/additions in the Model Form of Agreement for Sale clauses are highlighted in **Yellow** colour in column “Deviation Clause in the Agreement for Sale”.

Sr. No.	Clause of Model Agreement for Sale	Clause No.	Deviation Clause in Agreement for Sale
1.		q	The Developers have informed the Allottee/s and the Allottee/s are aware that the development of the said Free Sale Land will be in phases and at present, the MCGM has granted the Intimation of Disapproval (IOD) bearing No. _____ dated _____ and has thereafter issued Commencement Certificate (“CC”) bearing No. _____ dated _____ in respect of the redevelopment scheme on the Larger Land. Hereto annexed and marked as Annexure “_____” and Annexure “_____”, is the copy of the IOD dated _____ and the copy of the CC dated _____ respectively
2.	AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority	r	The Developers have registered the Phase I under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter





	at _____ N. _____; authenticated copy is attached in Annexure 'F';		referred to as the “Act”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as the “Rules”) with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure “___” (hereinafter referred to as “the Project”).
3.		cc	a) The Developers have informed and the Allottees are aware about the following in respect of the development to be undertaken by the Developers on the said Free Sale Land: - That the Developer shall be utilizing an aggregate FSI _____ square feet equivalent to _____ approximately _____ square feet RERA Carpet Area to construct and develop the Free Sale Building. - That the said Free Sale Buildings shall be developed in two Phases i.e, Phase I and Phase II and Phase I shall comprise of _____ Towers and Phase II shall comprise of _____ Towers and both the Phases shall have 2 (two) level of common basements having stack/surface/tandem car





			parking spaces ground floor plus 4 level of podiums (connected to the basement). - A level above the 5th level podium shall comprise of a common floor for the Free Sale Building having amenities and facilities for the exclusive use of each of the respective Tower (<u>"Amenity Floor"</u>). - Tower 1, Tower 2 and Tower 3 shall have 56 upper residential floors comprising of the residential premises above the Amenity Floor and each of the Tower shall also have a dedicated amenity floor on the 31st floor for the exclusive use of the allottees of each of the Tower. - Tower 4 and Tower 5 shall have 41 upper residential floors comprising of the residential premises above the Amenity Floor and each of the Tower shall also have a dedicated amenity floor on the 41st floor for the exclusive use of the allottees of each of the Tower. - There shall be dedicated multi-storey structure having various amenities
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			and facilities for the exclusive use and benefits of the allottees of the Phase I and Phase II of the Free Sale Buildings. - Tower 4 and Tower 5 shall have certain amenities and facilities which shall be for the exclusive use and benefit of the Tower 4 and Tower 5. - The Phase III of the said Free Sale Building shall be developed and constructed by the Developer on a portion of the said Free Sale Land as shown in the plan annexed hereto and marked as Annexure _____, which shall be comprising either of commercial premises/retail-cum-residential/residential premises of combination of them. - A right of way has been granted to the owners of the adjacent land parcel from the said Free Sale Land as shown in the plan annexed hereto and marked as Annexure _____. - The Developers reserves the right to increase the floors/residential levels beyond _____ floors of Tower _____ and _____, subject to the approvals from the Authorities. Accordingly, the amenity floor on _____ in
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			Tower __ and on __ Floor in Tower __ may be shifted/ reallocated as per the planning. The Developers shall have the right to register with RERA, the apartments above __ floors and __ floors of the Project, either as a separate real estate project or as part of the Project, and the possession/completion date of such separate real estate project may be different date or same as that of the Project. - Presently the Developers have obtained LOI dated __ for Larger Land admeasuring __ sq mtrs comprising of Free Sale Land (__ sq mtrs), Rehab Land (__ sq mtrs), Reservations area (__ sq mtrs), other services area (__ sq mts.) - The Common Areas And Facilities And Amenities specified in the Fourth SCHEDULE hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the Fourth
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			SCHEDULE hereunder written. In case there are any additional amenities which are not provided for in the Fourth SCHEDULE, the use and allocation thereof shall be at the sole discretion of the Promoter whose decision shall be final and binding. The Promoter shall, post issuance of possession demand letter, take steps to provide access to public utilities including water. However, the Promoter shall not be responsible for water supply and/or delays on the part of utility provider/s. The Promoter shall, however, make alternate arrangements to provide potable water, for initial 3 months from Handover Date or till such time the relevant authority/utility provider does not supply water, whichever is earlier. The location of Common Areas And Facilities And Amenities, if indicated on the Project Layout, is tentative and subject to change with the approval of the authority(ies). - There are certain amenities and facilities, specified in the Fourth SCHEDULE hereunder written shall be
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			exclusively available to only to allottees of the T4 and T5 and Allottee of T1, T2, T3 shall not have any access and /or right to use the same any time. - It is clarified that all common areas which are part of the Property to be Transferred to the Apex shall (subject to what is stated in Fourth SCHEDULE hereunder written in respect of Common Area and Facilities And Amenities) be shared by all the allottees and/or members within the said Land. There will be certain common areas which shall also be shared between the allottees within the said Land and the owners of any other structures/buildings. However, the Promoter shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the said Land, within three
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			months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Land/entire Project/one or more parcel of future plot if extended by the Promoter as part of the Entire Project (as the case may be), subject to the Promoter's right to dispose of the remaining apartments/units/premises, if any.
4.	AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;	s	The Developers have sole and exclusive right to sell the residential premises in the Project and to enter into Agreement/s with the Allottee/s of such premises in the Project and to receive the sale consideration in respect thereof.
5.	AND WHEREAS the Allottee has applied to the Developer for allotment of an Apartment No.____ on ____ floor in Wing____ situated in the Building No.____ being constructed in the ____ phase of the said Project	z	The Allottee/s has/have applied to the Developers for allotment of Residential/Commercial/Retail Premises/Unit/Apartment more particularly, described in the Fifth Schedule hereunder in the Project known as "____" ("the said Apartment") and car parking space(s) ("Car Parking Space(s)"), in the stack/surface parking/tandem car parking constructed on the said Free Sale Land and being more particularly described in the Fifth Schedule for a





			lumpsum consideration of Rupees as mentioned in Sixth Schedule and on the terms and conditions set out hereunder.
6.	The Developer shall construct the said building/s consisting of ground plus 26 upper floors on the said Land in accordance with the plans, designs, and specifications, as approved by the concerned local authority from time to time. Provided that, the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee, except any alteration or addition required by any Government authorities, or due to change in law.	1	The Developers shall construct the Free Sale Building on the Free Sale Land including the Project, comprising of comprising of 5 (five) Towers, namely "Tower 1", "Tower 2" "Tower 3" "Tower 4", and "Tower 5" and all the towers shall be having 2 levels of common basement, ground floor plus 4 level of podiums (connected to the basement) plus a common amenity floor and 56 upper floors comprising of residential premises in Tower "1", Tower "2" and Tower "3" and 41 upper floors comprising of residential premises in Tower 4 and Tower 5, in accordance with the plans, designs and specifications, as approved by the concerned local authority from time to time. The Developers reserves right to increase the floors/residential levels beyond ____ floor and ____ floor of the Project, subject to the approvals from the Authorities and register the same either as a separate real estate project or as part of the Project, and the possession/completion date of such separate real estate project may be different date or same as that of the Project. Provided that, the Developers shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s, except any alteration or addition required by any Government



			authorities, or due to change in law.
7.		2.1	The Allottee/s shall not be allowed to allot/transfer/let-out said Car Parking Space to any party or person and the same shall always be considered as married to the said Apartment. The Allottee/s shall keep the Car Parking Space in the same condition as has been handed over by the Developers to the Allottee/s and in terms of sanctioned plan of the Project and shall not enclose or cover it in any manner. The Car Parking Space shall be used by the Allottee/s only for the purpose of parking its own light motor vehicle, and not for any other purpose.
8.	Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement	2.3 (i)	The Allottee/s has/have paid, on or before execution of this Agreement, an amount as advance payment or application fee to the Developers, and hereby agrees to pay to the Developers the balance amount of Rupees more particularly referred Sixth Schedule in the manner more particularly provided in the Sixth Schedule.
9.		2.4	The Developers have the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of the aforesaid milestones.
10.		2.5	The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of the Developers sending notice of the completion of each milestone. Intimation forwarded by Developers to the Allottee/s that a particular stage of construction is initiated and/or



			completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developers as provided under this Clause, it shall not be obligatory on the part of the Developers to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Developers on or before the due dates, time being the essence of this Agreement.
11.		2.6	All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn as per the details more particularly provided in Fifth Schedule.
12.		2.7	In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Apartment, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developers through an account payee cheque/demand draft drawn as per the details more particularly provided in Fifth Schedule





13.	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].	2.8	The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax, Goods and Services Tax (“GST”), Swachh Bharat Cess, any other Cess, or any other similar taxes which may be levied any time, hereinafter in connection with the construction of, and carrying out the Project payable by the Developer) up to the date of handing over the possession of the said Apartment.
14.		2.9	For the purpose of this Agreement, • “GST” means and includes any tax imposed on the supply of goods or services or both under GST Law. • “GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc. “Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.
15.		2.10	Taxes shall be payable by the Allottee/s on demand made by the Developers within 7 (seven) working days, and the Allottee/s shall



			indemnify and keep indemnified the Developers from and against the same, time being of the essence of this Agreement.
16.		2.11.	The Allottee/s is/are aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
17.		2.14	It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developers shall not be subject to any change/withdrawal. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.
18.		2.15	If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developers may at its option be entitled to exercise the recourse available thereunder. Further, the Developers 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.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter, , no cheque will be accepted and payments shall be accepted through bank demand draft(s) only, subject to other rights available to Developers under the Law.
19.		4.1	The Allottee/s acknowledge(s) that the Developers alone are entitled to utilize and deal with all the development potential of the said Larger Land 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 buildings and development of facilities and/or amenities on any part of the said Larger Land or elsewhere as may be permitted as per applicable laws.
20.		4.2	The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developers on the said Larger Land including the Free Sale Land.
21.		4.3	Neither the Allottee/s nor any of the other purchasers of the apartment(s)/premises/units in the





			building being constructed on the said Free Sale Land nor the association / Apex Body / apex bodies to be formed of purchasers of apartment(s)/premises/units in the Project shall be entitled to claim any FSI and/or TDR howsoever available on the said Larger Land <i>inter alia</i> the said Free Sale Land. All FSI and/or TDR at any time available in respect of the said Larger Land <i>inter alia</i> the said Free Sale Land or any part thereof shall belong to the Developer, till the time the development of the said Larger Land <i>inter alia</i> the said Free Sale Lands contemplated by the Developers are completed by the Developers and the said Free Sale Land is conveyed to the association/ society in the manner set out herein below.
22.		4.4	The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said Larger Land <i>inter alia</i> the said Free Sale Land shall always be available to and shall always be for the benefit of the Developers and the Developers shall have the right to deal / use the FSI / TDR as it may deem fit. In the event of any additional FSI in respect of the said Larger Land <i>inter alia</i> the said Free Sale Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time hereafter, the Developers alone shall be entitled to the ownership and





			benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the said Larger Land as may be permissible.
23.		5.1	Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
24.		5.2	Without prejudice to the other rights of the Developers hereunder, the Developers shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Apartment and the Car Parking Space(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Developers. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developers.
25.		5.5	In the event if the Allottee/s commits three defaults in the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developers shall be entitled, without prejudice to





			other rights and remedies available to the Developers including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction. In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developers shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy al(e) all taxes paid by the Developers to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan) which the Developers may incur either by way of adjustment made by the bank in installments or paid directly by the Developers to the bank (i) stamp duty and registration charges on the Agreement for Sale, if paid by the Developers under any scheme and (j) No-cost EMI charges, if paid by the Developers under any scheme, (collectively referred to as the "Non-Refundable Amounts"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc.
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			shall be refunded without interest whatsoever within 15 (fifteen) days of the Allottee/s executing and registering the deed of cancellation or such other document and on sale of the said Apartment by the Developers to third party. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developers' right to forfeit and refund the balance to the Allottee/s and the Developers' right to sell/transfer the said Apartment including but not limited to Car Parking Space(s) to any third party. 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, the Allottee/s shall not have any right, title and/or interest in the said Apartment and/or Car Parking Space (s) and/or the Project and/or the said Free Sale Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
26.	The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.	6	The fixtures and fittings, with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developers in the said building and the said Apartment as are set out in Annexure '___', annexed hereto. The Allottee/s hereby confirms that the





			Allottee/s is/are satisfied about the specifications, fixtures and fitting mentioned in Annexure _____ and the same only shall be relied by the Parties
27.		6.1.	In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Developers' default, then the Allottee/s shall give a prior written notice (" Notice ") of 60 (sixty) working days to the Developers expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developers, this clause shall be dealt with in accordance with this Agreement and the Developers shall be entitled to forfeit the Non-Refundable Amounts. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developers as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Cancellation Deed. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the said Apartment and/or Car Parking Space (s) and/or the Project and/or the said Land and the





			Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers in any manner whatsoever. Further, upon such termination, the Developers shall be entitled to deal with the said Apartment at its sole discretion
28.		6.2	In the event the Allottee/s fails to execute and/or admit registration of the Cancellation Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.
29.	The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.	7	The Developers shall offer possession of the said Apartment to the Allottee/s on or before the _____, subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of the installment. If the Developers fail or neglect to give possession of the said Apartment to the Allottee/s on account of reasons beyond its control and that of its agents' control by the aforesaid date and subject to reasonable extension of time, the Developers shall be liable on demand (in writing by the Allottee/s) to refund to the Allottee/s the amounts already received by it in respect of the said Apartment with interest, at the same rate as may be mentioned in the clause 5 herein above from the date the Developers received the sum, till the date the amounts and interest thereon is repaid. Post such refund by





			the Developers to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the said Apartment and/or the Project and/or the said Land, and the Developers shall be entitled to deal with the same at its sole discretion.
30.	Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.	9.1.	The Developer, upon obtaining the Occupancy Certificate from the competent authority and subject to the Allottee/s being in compliance of this Agreement and payment of all the amounts to the Developers as per the Agreement, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice, and the Developers shall give possession of the said Apartment to the Allottee/s. The Allottee/s agree(s) to pay the maintenance charges as determined by the Developers or Association of Allottees, as the case may be. The Developers on its behalf shall offer the possession to the Allottee/s in writing, within 7 days of receiving the Occupancy Certificate of the said Apartment.
31.	The Allottee shall take possession of the Apartment	9.2	The Allottee/s shall take possession of the said Apartment within 15 days of





	within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:		the written notice from the Developers to the Allottee/s intimating that the said Apartment is ready for use and occupancy. The Allottee/s shall be deemed to have accepted the possession of the said Apartment on expiry of the aforesaid 15 days, in consonance with this Agreement, and shall thereafter, the Allottee/s agree/s to pay the common area maintenance charges as mentioned in this Agreement to the Developers and/or Association of Allottee/s and/or Facility Management Agency appointed by the Developer, as the case may be. The Allottee/s expressly understands that from such date, the risk and ownership to the said Apartment shall pass and be deemed to have passed to the Allottee/s.
32.		10.2	The Allottee/s shall in addition to the above, pay to the Developers holding charges at the rate of Rs. ____/- (Rupees _____ only) per month per square meter of the Carpet Area of the said Apartment (“ Holding Charges ”) and applicable maintenance charges during the period of said delay the said Apartment shall remain locked and shall continue to be in possession of the Developers but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
33.		10.3	Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate or any such certificate





			issued by the concerned authority approving completion of development, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by Allottee/s after the intimation of receipt of Occupation Certificate. Further in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the said Apartment within the aforementioned time as stipulated by the Developer, then the Developers shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the said Apartment and the Car Parking Space along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the said Apartment shall come to an end on the expiry of the time as stipulated by the Developers and that subsequent to the same, the Developers shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the said Apartment
34.	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or	11	If, within a period of five years from the date of offering the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Developers any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever



	provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.		possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. However, it is agreed that the Developers shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottee of the Project and/or any other third party or person or on account of any force majeure events including on account of any redecoration / any other work undertaken by the Allottee/s of the Project. Further, Parties agree to appoint a third part expert, who shall be a nominated surveyor to be mutually appointed by the Parties, who shall then submit a report to state the defects in the said Apartment or the building, if any, and his report shall be final and binding upon the Parties.
35.		11.1	After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developers shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs
36.	The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or	13	The Allottee/s, along with the other Allottee(s) of the Apartments in the Building, shall join in forming and registering the Society or Association



	Association or a Limited Company to be known by such name as the Promoter may decide 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 the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws 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, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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 the Registrar of Companies, as the case may be, or any other Competent Authority.		or a Limited Company to be known by such name as the Developers may decide, 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 the formation and registration of the Society or Association or Limited Company, and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Allottee/s, so as to enable the Developers 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 the Registrar of Companies, as the case may be, or any other Competent Authority. Any delays in signing and handing over of documents by the Allottee/s to the Developers shall not constitute default of the Developers and the prescribed time period shall stand extended accordingly
37.		13.1	With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in





			terms of this Agreement), the maintenance and management of the Project or certain restricted areas in the Project/Free Sale Building, without any reference to the Allottee/s and other occupants of the Project/Free Sale Building, even after formation of the Society/Association/Company/Apex Body/Apex Bodies on such terms and conditions as the Developers may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For these purposes the Developers may, in its discretion provide suitable provisions in the constitutional documents of the Society/Association/Company/Apex Body/Apex Bodies.
38.		13.2	Make provisions for payment of outgoings/CAM to the Society/Association/Company/Apex Body/Apex Bodies for the purposes of maintenance of the building in which the said Apartment is located and the Project/Free Sale Building.
39.		13.3	Except Car Parking Space(s) allotted by the Developers in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all parking space(s) including open parking space(s) will be dealt with in accordance with the applicable laws. The Allottee/s hereby declares and confirms that except for the Car Parking Space(s) allotted by the Developer, the Allottee/s does not require any parking space/s including any right towards open parking space(s) and accordingly the





			Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that he/she/it/they shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developers/ association, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Developer/the association shall deal with the parking space(s) in the manner Developer/association deems fit, subject to the applicable laws.
40.	The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.	13.4	The Developers shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the Society or Association or Limited Company all the right, title and the interest Developers in the said structure of the Building or Wing in which the said Apartment is situated. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the building and underlying land to the association/society/company, the Allottee/s shall continue to pay all the outgoings as imposed by Municipal Corporation of Greater Mumbai and / or concerned authorities and proportionate charges to the Developers from time to time
41.		13.7	The charges, costs, expenses for conveyance/assignment of leasehold rights, including but not limited to, Competent Authority Transfer Charge, or any other charge or taxes





			that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities, or any other charge for the transfer of the said plot on 'actual basis', shall be borne by the Allottee/s in proportion to his gross usable area, and that the Allottee/s shall come forward to accept conveyance of the said Free Sale Land in the name of the Society formed, within two (02) months from the date of intimation by the Developer. This amount is not included in Agreement Value and shall be calculated and informed to the members of the Society/Association/Company/Apex Body after Occupancy Certificate.
42.	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.	13.8	The Allottee/s agree that within 15 days, after notice in writing is given by the Developers to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Free Sale Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Free Sale Land and Building/s. Until the Society or



	Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.		Association or Limited Company is formed, and the said structure of the Building/s or Wings is transferred to it, the Allottee/s shall pay to the Developers such proportionate share of outgoings, as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined, the Allottee/s shall pay to the Developers provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings, which shall be paid in advance for _____ months on/before possession of the said Apartment. The amount so paid by the Allottee/s to the Developers shall not carry any interest and remain with the Developers until a Conveyance/Assignment of lease of the structure of the Building or Wing is executed in favour of the Society or a Limited Company as aforesaid. On such Conveyance/Assignment of lease being executed for the structure of the Building or Wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be.
43.	The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts : (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/	14	The Allottee/s shall, on or before delivery of possession of the said Apartment make payment to the Developers of the amounts more particularly provided in Seventh Schedule.



	Apex body. (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout		
44.		17.1	Foreign Exchange Management Act The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said Apartment are made by non- resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer





			of immovable Land/ies in India and provide to the Developers with such permission/approvals/no objections to enable the Developers to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Developers accepts no responsibility in this regard and the Allottee/s shall keep the Developers fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Developers immediately and comply with all the necessary formalities, if any, under the Relevant Laws.
45.		18	Anti-Money Laundering The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Anti Money Laundering”).





46.		18.1	The Allottee/s further declare(s) and authorize(s) the Developers to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge
47.		18.2	The Allottee/s further agree(s) and confirm(s) that in case the Developers become aware and/or in case the Developers are notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developers shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Developers to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Developers a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.
48.		19	The Allottee/s agree(s) and





			undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association and without causing any disturbance, to the other purchasers of apartment(s)/premises/units in the Project. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Apartment or the building, the Developers shall be entitled to call upon the Allottee/s to rectify the same and to restore the said Apartment and/or building to its original condition within 30 (thirty) days from the date of intimation by the Developers in that behalf. If the Allottee/s does not rectify the breach within such period of 30 (thirty) days, the Developers may carry out necessary rectification/restoration to the said Apartment or the building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Developers shall be adjusted from the fit-out deposit deposited by the Allottee/s with the Developer, in case such costs/charges and expenses incurred by the Developers are over and above the aforesaid fit-out deposit, then the same shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Developers any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same
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			would be deemed to be a charge on the said Apartment. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developers(i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developers or which the Developers may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Apartment or the building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Developers for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the said Apartment or the building(s)/Wing(s).
49.		20	Upon the possession of the said Apartment being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the said Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the building or if necessary any part of the said Apartment provided the said Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall





			reimburse and/or pay to the Developers or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Developers shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the said Apartment as aforesaid. If the said Apartment is closed and in the opinion of the Developers any rectification or restoration is necessary in the interest of the building and/or purchasers therein, the Allottee/s consent(s) to the Developers to break open the lock on the main door/entrance of the said Apartment and the Developers shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the said Apartment.
50.		21.1	Facility Management Company By executing this Agreement, the Allottee/s agree/s to the appointment of any agencies by the Developers (“Facility Management Company”) to manage, upkeep and maintain the building and the Land, club house, meeting room, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developers may require to install, operate, and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the





			building (including the Purchaser's proportionate share of the outgoings as provided under this Agreement). It is hereby clearly clarified, agreed, and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association. The Allottee/s hereby agree/s and confirm/s such agreement /contract/arrangement that the Developers have or may have to enter into with the Facility Management Company.
51.		21.2	The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.
52.		21.3	The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the said Apartment by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of apartment(s)/premises/units in the building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the





			Developer/Facility Management Company and other purchasers of apartment(s)/premises/units in this regard.
53.		22.1	The Developers hereby represents and warrants to the Allottee/s as follows: i. The Developers have clear and marketable entitlement with respect to the said Free Sale Land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Free Sale Land, and also has actual, physical and legal possession of the said Free Sale Land for the implementation of the Project; ii. The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project, and shall obtain requisite approvals from time to time, to complete the development of the Project; iii. There are no encumbrances upon the said Free Sale Land or





			the Project except those disclosed in the Title Report, if any; iv. There is no litigation pending before any Court of Law with respect to the said Free Sale Land or Project except those disclosed in the Title Report, if any; v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Free Sale Land and said Building/Wing are valid and subsisting, and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Free Sale Land and said Building/Wing shall be obtained by following due process of law and the Developers have been and shall at all times, remain to be in compliance with all the applicable laws in relation to the Project, said Free Sale Land,
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			Building/Wing and common areas; vi. The Developers have the right to enter into this Agreement and has neither committed nor omitted to perform any act or thing, whereby the right, title, and interest of the Allottee/s created herein, may prejudicially be affected; vii. The Developers have not entered into any Agreement for Sale and/or Development Agreement, or any other Agreement/arrangement, with any person or party with respect to the said Free Sale Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement; viii. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
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			ix. At the time of execution of the Conveyance Deed of the structure to the Association of Allottees, the Developers shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Structure to the Association of the Allottees; x. The Developers have duly paid, and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities; xi. No notice from the Government, or any other local body or authority, or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Free Sale
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			Land) has been received or served upon the Developers in respect of the said Free Sale Land and/or the Project, except those disclosed in the Title Report.
54.		23	The Parties confirm that the Developers reserves to itself the unfettered right to the full, free and complete right of way and means of access over the said Larger Land <i>inter alia</i> the Free Sale Lands and the Project, with the authority to grant such rights to the Allottee/s and/or users of apartment(s)/premises/units in the building(s)/Wing(s) being constructed on the said Free Sale Land at all times and the right of access to the said Free Sale Land for the purpose of installing, repairing, maintaining and inspecting the club house and meeting room, and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said Free Sale Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s)/premises/units in the Project.





55.		23.1	The Parties confirm that necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of said Apartment to be executed in respect of the sale/transfer of apartment(s)/premises/units in the buildings to be constructed on the said Free Sale Land. The Allottee/s hereby expressly agree/s to the same.
56.		24(xii)	That the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately Free Sale Land by the residents/occupants of the Project.
57.		24(xv)	Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/premises/units in the building or other occupants or users of the building, or visitors to the building, and also occupiers of any adjacent, contiguous or adjoining properties.
58.		24(xvi)	Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the apartment/s in the building, without the prior written permission of the Developer/association/concerned authorities.
59.		24(xvii)	After possession of the said Apartment is handed over the Allottee/s, the Allottee/s may insure the said Apartment from any loss, theft, damage caused due to human intervention or due to any act of god or





			other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developers shall not be responsible for any loss/damage suffered thereafter.
60.		24(xviii)	The Allottee/s and/or the Developers shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
61.		24(xix)	The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, until all the dues payable by the Allottee/s to the Developers under this Agreement are fully paid up and without the prior consent of the Developer and the Allottee's shall pay, to the Developers, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at ____% (____ per cent) of the Consideration of the said Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.
62.		24(xxii)	The Allottee/s agree(s) to use the said Apartment or any part thereof or permit the same to be used only for the purpose for which it has been approved. The Allottee/s further agree(s) to use the Car Parking Space only for the purpose of keeping or parking car its own car
63.		24(xxiii)	The Allottee/s hereby confirms/s and





			acknowledge/s that the specifications mentioned in the advertisement / communications or the sample apartment /mock apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire the said Apartment in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project
64.		24(xxiv)	The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the said Apartment in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Developers in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement
65.		24(xxv)	Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim against Developers or seek cancellation of the said Apartment or refund of the monies paid by the Allottee/s by





			reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
66.		24(xxvi)	The Allottee/s agrees and undertakes that the Developers shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Apartment and/or Car Parking Space (s) by concerned authorities due to non-payment by the Allottee/s or any other apartment purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under this Agreement or as and when demanded by the Developer.
67.		25.1	In case the transaction being executed by this Agreement between the Developers and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Developer/Allottee/Both, as the case may be, in accordance with the





			agreed terms of payment.
68.		26.1.	Rights of the Developer Hoarding Rights The Allottee/s hereby agrees that the Developers may and shall always continue to have the right to place/erect hoarding/s on the said Land, of such nature and in such form as the Developers may deem fit and the Developers shall deal with such hoarding spaces as its sole discretion until conveyance to the association and the Allottee/s agree/s not to dispute or object to the same. The Developers shall not be liable to pay any fees / charges to the association for placing / putting up the hoarding/s, provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developers and/or by the transferee (if any).
69.		26.2	Retention Subject to, and to the extent permissible under the applicable laws, the Developers may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ apartments in the Project which may be subject to different terms of use, including as a guest house / corporate apartments
70.		26.3(i)	Unsold Apartment: All unsold and/or unallotted apartment(s)/premises/units, areas and spaces in the building, including without limitation, car parking spaces and other spaces in the basement and anywhere else in the Project or the said Free Sale Land shall always





			belong to and remain the property of the Developers at all times and the Developers shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/premises / units and shall be entitled to enter upon the said Free Sale Land to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developers may deem necessary. II unsold and/or unallotted apartment(s)/premises/units, areas and spaces in the building, including without limitation, car parking spaces and other spaces in the basement and anywhere else in the Project or the said Property shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/premises / units and shall be entitled to enter upon the said Property to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
71.		26.3(ii)	The Developers shall without any reference to the Allottee/s, association, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/premises/units and spaces therein, as it deems fit. The Developers shall be entitled to enter in separate agreements with the purchasers of different





			apartment(s)/premises/units in the Project on terms and conditions decided by the Developers in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association. The Allottee/s and / or the association 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. Further, the Developers shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association.
72.		26.4	<u>Additional Construction</u> The Allottee/s hereby agrees that the Developers shall be entitled to construct any additional area/structures over and above the Free Sale Building as the Developers may deem fit and proper and the Developers shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developers until the complete optimization of the Free Sale Land
73.		26.5	The Allottee/s hereby agrees that the Developers, subject to the approval of





			the authorities and the discretion of the Developers, the Developers shall be entitled to construct any additional area/structures/floors from over and above the each of the Phase and the possession/completion date of such separate phase (separate real estate project) may be different date, and the Allottee/s agrees to the Developers for the same, and confirm and undertake that the Allottee/s shall not raise any objection for the same, at any time. The Allottee(s) hereby accepts and agrees that the total floors of the Free Sale building, structures, and/or floors may be lowered to any floor, subject to the authorities' approval and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection for the same.
74.		27	Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise, or assignment in law, of the said Apartment and building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him and, all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer, until the said structure of the building is transferred to the Society/Limited Company or other body, and until the said Property is transferred to the Apex Body/Federation as hereinbefore mentioned.
75.		28	DEVELOPERS SHALL NOT MORTGAGE OR CREATE A





			<u>CHARGE</u> After the Developers executes this Agreement, he shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Apartment.
76.	<u>ENTIRE AGREEMENT</u> This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the	30	<u>ENTIRE AGREEMENT</u> This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter thereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developers and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement





			supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc
77.		34	<u>WAIVER</u> Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developers of any breach, violation, non-performance or non-compliance by the Allottee/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.
78.		39	<u>Satisfied with the Developer's Title:</u> The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project and has expressly understood the contents, terms and conditions of the same and the Developers have entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed





			and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developers and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.
79.	<u>GOVERNING LAW</u> That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement	43	<u>GOVERNING LAW:</u> That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“Act”) and the schedule Rules and Regulations made thereunder (“Rules and Regulations”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations





L&T Parel Project Private Limited
(Formerly known as L&T Parel Project LLP)

			made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.
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