

Date: May 8, 2024

To,
Maha RERA,
6th Floor, Housefin Bhavan,
Plot No. C-21, E-Block, BKC,
Bandra East, Mumbai- 400051.

Sub: Deviation Report Proforma Agreement For Sale

Ref: Project Name: ARIHA VINCERE

Dear Sir/ Ma'am,

This is to inform you that, the following are the deviations from the Model Form of Agreement for Sale as per Rule 10 of the Real Estate (Regulation And Development) Rules, 2017.

Sr. No.	Deviations in the Agreement for Sale as proposed by the Promoter	Clause under the Agreement for Sale as proposed by the Promoter
1.	Prior to execution of this Agreement, the Flat Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises <i>(defined hereunder)</i> , made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to the Property and such title being clear and marketable; (ii) the approvals and permissions obtained till date and (iii) the Promoter's entitlement to develop the Project and construct the Project under various provisions of applicable law and sell the premises therein. The Flat Purchaser/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Property. The Flat Purchaser/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Flat Purchaser/s has/have the financial capability to consummate the transaction. [Note: This granular specification of what all has been disclosed to the Flat	Recital P (Additional)



	Purchaser/s and recording his/her/their satisfaction, is absent in the Model AFS. However, this is factually correct in our case as all these details are always specifically disclosed to the Flat Purchaser/s prior to execution of the AFS]	
2.	Recitals The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.	Clause 1 (Additional)
3.	It is further clarified that, all such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods & Services Tax ("GST") and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Flat Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. [Note: While this specific language is absent in the Model Form AFS, the intent of Model Form AFS is clear that the Consideration is exclusive of taxes and all taxes are to be paid by the Allottee. Hence this addition is in accordance with the Model Form AFS].	Clause 2.2
4.	The Flat Purchaser/s shall deduct tax at source ("TDS") from each instalment of the Consideration as required under the Income-tax Act, 1961. The Flat Purchaser shall hand over the TDS Challan payment to the Promoter, within 7 (seven) days from the payment of such instalment of the Consideration. The Flat Purchaser/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Flat Purchaser/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Flat Purchaser/s,	Clause 3.1 (Additional)



	without any delay or demur. [Note: While this clause is absent in the Model Form AFS, deduction of TDS is a mandatory statutory compliance]	
5.	In case if the Flat Purchaser/s is/are Non-Resident/s of India, then the Flat Purchaser/s shall be liable to pay the TDS as applicable thereto and shall be liable to follow the specified rules and regulations issued by the income tax department and/or any other concerned authorities, as applicable. [Note: While this clause is absent in the Model Form AFS, deduction of TDS for NRI is a mandatory statutory compliance]	Clause 3.3 (Additional)
6.	The Flat Purchaser/s hereby undertakes to pay the amount of the GST along with each instalment to the Promoter. The Promoter shall not be bound to accept the payment of any instalments unless the same is paid along with the amount of the GST applicable thereon and the Flat Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof. [Note: While this clause is absent in the Model Form AFS, Payment of GST is a statutory compliance]	Clause 3.4 (Additional)
7.	On a written demand being made by the Promoter upon the Flat Purchaser/s with respect to a payment amount (whether the Consideration or any other amount payable in terms of this Agreement), the Flat Purchaser/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. [Note: While the 7 (seven) day period is not in Model Form AFS, Clause 2.2 of the Model Form AFS states that time is	Clause 3.12 (Additional)

	the essence for both Promoter and Allottee and the Allottee shall make timely payments of all his dues. Thus, specifying a 7 (seven) day period is in accordance with the Model Form AFS]	
8.	In case the Flat Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed herein in clause 3.5, then the Flat Purchaser/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed herein in Clause 3.4, otherwise, the same shall be construed as a default on the part of the Flat Purchaser/s and the Promoter shall be entitled to exercise the provisions of Clause 7 herein below. The Flat Purchaser/s further agree(s) and confirm(s) that in the event the Flat Purchaser /s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4, the Flat Purchaser /s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule set out in Clause 3.5, upon receiving the demand letter/notice from the Promoter addressed to the Flat Purchaser/s and to the bank/financial institution, under intimation to the Flat Purchaser/s. [Note: Many Flat Purchaser/s take bank funding to pay the sale price and adding such a clause is very helpful for all parties and is also required by the bank]	Clause 3.15 (Additional)
9.	Loan and Mortgage by Flat Purchaser/s 4.1 For payment of instalments of the Consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Flat Purchaser/s shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such	Clause 4 (Additional)



	bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Flat Purchaser/s for availing any such loan and for creation of any such mortgage/charge, in the event the Flat Purchaser/s has/have defaulted in making payment of the Consideration and/or other amounts payable by the Flat Purchaser/s under this Agreement. 4.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Flat Purchaser/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. 4.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Flat Purchaser/s under this Agreement and in terms of Clause 13.5 herein below, and shall also observe and be compliant with the terms of Clause 3.15 of this Agreement.	
10.	Inspection of Completion of Premises It is agreed that any communication in writing by the Promoter to the Flat Purchaser/s for inspection of the said Property by the Flat Purchaser/s and/or about the completion of a particular stage of construction sufficient and within 7 (seven) days of such notice shall pay to the Promoter requisite instalment of the Consideration.	Clause 5 (Additional)
11.	Verification of Title by Flat Purchaser/s The Flat Purchaser/s has/ have made enquiries and is/ are satisfied that the title of the Promoter to the Property is marketable and free from encumbrances and that the	Clause 9.1



	Promoter has the authority to develop the same. The Flat Purchaser/s has/ have inspected the original title certificate issued by the Advocate of the Promoter. The Flat Purchaser/s is/are satisfied that the Promoter has obtained the necessary permissions, approvals required for development of the said Property and that pursuant thereto, the Promoter herein is entitled to develop the Property.	
12.	Upon completion of construction of the New Building and receipt of the occupation certificate in respect thereof, the Promoter shall endeavour to put the Flat Purchaser/s in possession to occupy the Flat, which shall be on or before January 19, 2027, and if construction of the New Building is not completed on or before January 19, 2027, then the Promoter shall complete construction of the New Building within a further penalty free grace period of 12 (Twelve) months ("Possession Date"). However, the aforesaid timelines are subject to the Force Majeure Events and/or the extension granted by the RERA authorities in case of any other justifiable reasons.	Clause 11.1 (Modified)
13.	the Flat Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier/E-mail/ Registered Post A.D. at the addressed provided by the Promoter. On receipt of the notice by the Promoter, this Agreement shall stand terminated and cancelled. Upon registration of the deed of cancellation in respect of the Premises and upon the resale of the Premises i.e., upon the Promoter subsequently selling and transferring the Premises to another flat purchaser/s and receipt of the sale consideration thereon, the Promoter shall within a period of 30 (Thirty) days, refund to the Flat purchaser/s the amounts already received by him in respect of the Flat with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Upon the registration of the deed of cancellation, the Flat Purchaser/s shall have no claims of any nature whatsoever on the Promoter or the Premises and the Promoter shall be entitled to deal with and/or dispose of the same in the manner as it may deem fit and proper.	Clause 11.2 (ii) (Modified)




	The Flat Purchaser hereby acknowledges and agrees that he/ she/ they shall within a period of 15 (fifteen) days from the date of such failure, choose either of the aforesaid remedies as set out in Clause 12.2 (i) and (ii) and not both. It is further agreed by the Flat Purchaser/s that in case the Flat Purchaser elects his remedy under Clause 11.2 (i) herein then in such case the Flat Purchaser/s shall not subsequently be entitled to the remedy under Clause 12.2 (ii) herein. [Note: This is as per S. 18 of the Act which requires the Flat Purchaser/s to elect either of the remedies viz. continue with interest or exit with refund and interest]	Clause 11.2
14.	Post receipt of the Possession Notice, the Flat Purchaser/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities, the Promoter and after depositing such amount as may be specified by the Promoter as an interest-free deposit which will be refunded without interest upon completion of the fit outs. The Flat Purchaser/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Project and its common areas etc., and/or any neighboring flats/premises in the Project and/or the equipment's installed therein and subject to the debris being completely removed from the New Building, the and/or the Property. [Note: while absent in the Model Form AFS, this clause is in accordance with the Flat Purchaser/s Covenants at Clause 14 of the Model Form AFS. While undertaking such fit outs, the Flat Purchaser/s is/are required to comply with all approvals and requirements of law, which is what this clause states]	Clause 13.6 (Addition)
15.	It is hereby agreed and understood by the Flat Purchaser/s that the Promoter shall not be responsible for any defect arising due to any act or omission or negligence by the Flat Purchaser/s. The Flat Purchaser/s hereby indemnifies and shall keep the Promoter indemnified for any such defect. It is further agreed and understood that the Promoter shall also not be responsible for any defect arising due to the Force Majeure event or any event beyond the reasonable control of the Promoter.	Clause 15.3 (Addition)
16.	In spite of all the necessary steps and precautions taken while	Clause 15.4



	designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Flat Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Flat Purchaser/s and any other flat purchaser/s of the other flats in the Project. The Flat Purchaser/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Flat Purchaser/s and any other flat purchaser/s of the Project and the Flat Purchaser/s shall not raise any claim(s) against the Promoter in this regard.	(Addition)
17.	All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Flat Purchaser/s shall not raise any claim(s) against the Promoter in this regard.	Clause 15.5 (Addition)
18.	Further, wherever there is a third-party warranty/ guarantee given in respect of any work/installation in the New Building and/or the Premises, the society/the Flat Purchaser will contact the respective manufacturers and/or service providers to rectify any defect in the Premises or the amenities and it is agreed by the Flat Purchaser/s that the Promoter shall not be liable for the same.	Clause 15.6 (Addition)
19.	It is expressly agreed that before any liability of defect is claimed by or on behalf of the Flat Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects to state the defects in materials used, in structure built of the Premises/ New Building, workmanship etc.	Clause 15.7 (Addition)
20.	Transfer of Premises 16.2 Without prejudice to what is stated at Clause 16.1 herein, in the event the Flat Purchaser/s intend(s) to sell, transfer, assign and/or deal with or dispose of the Premises and/or the Flat Purchaser/s' benefit/s under	Clause 16.2, 16.3, 16.4 (Addition)



this Agreement, then the Promoter shall be entitled to a right of first refusal to the Premises as well as the Flat Purchaser/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

- (a) The Flat Purchaser/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price", including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the Premises and an explanation of the basis for such calculation.
- (b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the Premises under the Offer Letter at the Offer Price, in which case, the Developer shall address a letter to the Flat Purchaser/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Flat Purchaser/s of the Promoter's intention to purchase /acquire the Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Flat Purchaser/s shall not proceed with the sale/transfer of the Premises. Upon issuance of the Acceptance Letter, the Flat Purchaser/s shall be bound to sell and/or transfer the Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.
- (c) The Developer may at its sole discretion, on a written request to that effect made by the Flat Purchaser/s prior to the exercise of the option by the Promoter as contemplated in Clause 16.2 (b), dispense with the ROFR upon the Flat Purchaser/s



making payment of such sum not exceeding 2% (two per cent) of (i) the Offer Price or (ii) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST (if applicable), Service Tax, VAT thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Developer for such dispensation, shall the Flat Purchaser/s be entitled to sell the Premises to the proposed transferee on the same terms and conditions as were offered by the Flat Purchaser/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the Premises and hence will continue with the new purchaser of the said Premises, and the Flat Purchaser/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Flat Purchaser/s and the proposed transferee.

- (d) The Flat Purchaser/s agree(s) that if completion of the sale of the Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Flat Purchaser/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of Clause 16.2 (c) above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 16.2 (b) above, then the Flat Purchaser/s right to sell the Premises to such proposed transferee shall lapse and the Flat Purchaser/s shall not claim any repayment of the aforesaid 2% (two percent) together with applicable taxes. Thereafter, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of Clause 16 and the process to be followed therein including payment of 2% (two percent) shall once again apply to the Flat Purchaser/s for any subsequent proposed sale of the said Premises.

16.3 It is hereby clarified that, in the event of the Flat Purchaser/s proposing to give the Premises on lease



	and/or leave and license basis only, then the provisions contained in Clause 16.2 above shall not apply, except that, the Flat Purchaser/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and license arrangement. 16.4 The Promoter shall be entitled to call upon the Flat Purchaser/s to satisfy the Promoter either through the Flat Purchaser/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Flat Purchaser/s's financial and other capabilities to pay the entire Consideration and all other amounts to the Promoter and to complete the sale and transfer of the Premises.	
21.	Events of Default (c) If the Flat Purchaser/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of undertakings and affidavits etc.; (d) If the Flat Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved; (e) If the Flat Purchaser/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months; (f) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Flat Purchaser/s or in respect of all or any of the assets and/or properties of the Flat Purchaser/s; (g) If any of the assets and/or properties of the Flat Purchaser /s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.; (h) If any execution or other similar process is issued and/or levied against the Flat Purchaser/s and/or any of the Flat	Clause 17.2



	Purchaser/s' assets and properties; (i) If the Flat Purchaser/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Flat Purchaser/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or (j) If any of the aforesaid have been suppressed by the Flat Purchaser/s.	
22.	18.12 To separate the wet and dry garbage generated in and from the Premises and shall treat separately. 18.13 The Flat Purchaser/s agrees, undertakes and confirms that he/she/they/it will not obstruct, hinder or interfere with the development of the Project and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development. 18.14 The Flat Purchaser/s hereby agree/s, confirm/s and consent/s to the Promoter, that in the event whereby the development potential increases resulting into availability of higher habitable area, the Promoter shall be permitted to utilize such additional FSI and complete the construction of the building in accordance with the sanctioned plans, provided that the prior written consent of the Flat Purchaser/s shall be obtained. Further, the Flat Purchaser/s hereby undertake/s not to cause hindrance or obstruction to the Promoter in utilizing the additional FSI and completing the balance constructible area in terms of the sanctioned plans. 18.15 The Flat Purchaser/s shall maintain the elevation of the Premises, in the same form as the Promoter constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter and/or the new society. 18.16 Save and except as stated in Clause 16, the Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser/s interest or benefit factor of	Clause 18



	this Agreement or part with the possession of the Premises until all the dues payable by the Flat Purchaser/s to the Promoter under this Agreement are fully paid up and until the Flat Purchaser/s has intimated in writing to the Promoter.	
18.17	The Flat Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the New Building or the Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building and/or to the Promoter and/or the management company or occupants of neighbouring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose.	
18.18	The space provided for the entrance of the New Building shall be used as entrance only and the Flat Purchaser/s shall not use the same in any other way except for entering the New Building. The Car Parking Space/s allotted to the Flat Purchaser/s (if any) herein shall use the Car Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle.	
18.19	The Flat Purchaser/s shall at every given point of time, permit the Promoter, Promoter's affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, Promoter's surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the New Building thereof, until the project completion. They shall have at all reasonable times the right to enter into and upon the Property, the Project, the Premises and the Parking Space/s, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.	
18.20	To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter	



	and protect other parts of the New Building.	
18.21	Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.	
18.22	Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Flat Purchaser/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the Premises or the New Building or the Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 15 of this Agreement shall immediately cease and the Flat Purchaser/s and/or the new society shall have no claim(s) of whatsoever nature against the Promoter in this regard.	
18.23	To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Flat Purchaser/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Flat Purchaser/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the New Building and/or the Property. If the Flat Purchaser/s or members of the Purchaser/s family or any servant or guest of the Flat Purchaser/s or any person employed by the Purchaser/s commit(s) default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also become liable to pay liquidated damages to the Promoter on each occasion on which the Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commit(s) default of this sub-clause.	
18.24	If any Purchaser/s /occupants in the Project including	



	the Purchaser/s make any internal structural/non-structural changes to any premises in the New Building including the Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.	
18.25	If the Flat Purchaser/s is/are non-resident Indian citizen or a foreign citizen (whether or not the Flat Purchaser is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be her sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.	
18.26	The Flat Purchaser/s shall not park at any other place and shall park all cars only in the Car Parking Space/s only as may be permitted/allotted by the Promoter to the Flat Purchaser/s.	
18.27	The Flat Purchaser/s shall object to the permission granted/to be granted by the Promoter to other flat purchaser/s for the use of their respective appurtenant spaces and the car parking spaces.	
18.28	Not to do any act, deed, matter or thing during the course of fit-out/furnishing the Premises resulting in leakage/damage to the Premises or other flats/premises in the Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.	
18.29	Not to make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.	
18.30	Not to do either by himself/herself/itself/themselves or through any other person anything which may or	



	is likely to endanger or damage the New Building and/or the Project and/or the Property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said the New Building and/or the Property. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the New Building and/or Project and/or the Property. If the Flat Purchaser/s or members of the Flat Purchaser/s family or any servant or guest of the Flat Purchaser/s commits default of this sub-clause then the Flat Purchaser/s shall immediately take remedial action and shall also become liable to pay liquidated damages to the Promoter on each occasion on which the Flat Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commits default of this sub-clause.	
18.31	To maintain the aesthetics of the New Building and/or Project and to ensure the quiet and peaceful enjoyment by all the Flat Purchaser/s and/or occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Premises, the New Building, the Project and the Property, the Flat Purchaser/s shall not, without the prior written permission of the Promoter and/or the new society: ii. carry out or undertake any painting, decoration, or other work, to the exterior of, or outside the Premises; iii. affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or in any part of the Project Land; iv. cover or enclose in any manner whatsoever, the open terrace/s, the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Premises, and/or affix/install grills to the windows only as approved by the	



	Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Premises; v. hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Premises; vi. affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building/the Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever; vii. affix/install any AC units in the balcony/ies or other open space/s (if any) forming part of or appurtenant to the Premises; viii. In any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.	
18.32	Do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project and/or any part thereof, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Flat Purchaser/s;	
18.33	Do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the Flat Purchaser/s of any other	



	Premises in the Project; 18.34 Demand or claim any partition or division of the Flat Purchaser/s ultimate interest as provided herein, in the Property and/or the Project and/or any part thereof, it being expressly agreed, understood and confirmed by the Flat Purchaser/s that her interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the new society, of which he/she/they/it shall be admitted a prospective member. 18.35 It is hereby agreed by the Flat Purchaser/s that the open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective Flat Purchaser/s of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter/society and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned Flat Purchaser/s of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. 18.36 The Flat Purchaser/s has/ have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep herself updated with all the matters relating to the Project that the Promoter will upload from time to time. 18.37 The Project shall always be called/known by the name 'Ariha Vincere', which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Flat Purchaser/s and all Flat Purchaser/s of Premises in the Project. 18.38 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to	
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	Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Flat Purchaser/s and all Flat Purchaser/s of Premises in the Project, as well as the new society.	
18.39	The Flat Purchaser/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in her personal capacity, and as prospective member/s of the new society.	
18.40	To rectify and make good any breach or default of any of the covenants contained in this Clause 18, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 18 by the Flat Purchaser/s shall be of the essence of this Agreement.	
18.41	The Flat Purchaser/s has/have been informed and is aware that: i. all natural materials that are to be installed in the Project and/or the Flat, and/or that form a part of the Amenities to be provided in the Flat, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; ii. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Flat shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities,	



	infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/equipment installer/manufacture, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Flat Purchaser/s and/or the new society, as the case may be; and, the amenities, facilities, infrastructure, equipment, appliances and electronic items installed and forming a part of the Amenities to be provided in the Flat or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall or may be rendered void.	
23.	Insurance Upon Project Completion and upon the Promoter obtaining the occupation certificate with respect to the New Building, the Project shall be insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the Flat Purchaser/s his/her/their its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Flat Purchaser/s as a part of the other charges & deposits and the Flat Purchaser/s shall bear and pay the	Clause 21



	same.	
24.	Indemnity The Flat Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Flat Purchaser/s of any of the terms, conditions and provisions of this Agreement.	Clause 22
25.	Promoter's Overriding and Paramount Right Over the Premises 25.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Flat and the Car Parking Space/s (if any) are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Premises and the Car Parking Space/s (if any) in respect of all outstanding and unpaid aggregate payments payable by the Flat Purchaser/s to the Promoter; Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the project land, and/or the Project to the Flat Purchaser/s. So far as the Flat Purchaser/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Premises strictly upon and subject to the terms, conditions and provisions herein. The Flat Purchaser/s shall also not have any claim, save and except, in respect of the Premises hereby agreed to be allotted and sold, and the benefit of the use of the Car Parking Space/s (if	Clause 23




	any) thereto.	
26.	Nomination The Flat Purchaser/s hereby nominates _____, having his/her/their address at _____ who is _____ (relation with the Flat Purchaser/s) of the Purchaser/s as his/her/their nominee in respect of the Premises (hereinafter referred to as the “Nominee”). On the death of the Flat Purchaser/s, the Nominee shall assume all the obligations of the Flat Purchaser/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Flat Purchaser/s shall at any time hereafter be entitled to substitute the name of the Nominee for the purposes mentioned herein. The Promoter shall only recognize the Nominee, or the nominees substituted by the Flat Purchaser/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 Premises, till the time the necessary order of the Court of law, Probate/ Succession Certificate/ Letters of Administration and/or such other documents has been obtained by any legal heirs and/or representatives of the Flat Purchaser/s. The heirs and legal representatives of the Flat Purchaser/s shall be bound by any or all acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the Nominee.	Clause 25
27.	Waiver Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter shall not be 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 by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoter.	Clause 34
28.	Flat Purchaser/s who is/are Non-Resident/Foreign National Of Indian Origin It has been abundantly made clear to the Flat Purchaser/s and is reiterated herein that if the Flat Purchaser/s who is/are non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said	Clause 41



Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Flat Purchaser/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Flat Purchaser/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

VELSTAND REALTY LLP


Partner(s)

