

To,
The Competent Authority,
RERA Authority
Mumbai.

Date: 03/11/2023

Sub.: Deviation Report of Unit Purchase Agreement of the Project known as “PODDAR HARMONY” to be developed on land bearing C.T.S. No. 61/ C (pt.), 61/C/105 to 121 of Village: Chembur, Eastern Express Highway, Chembur, Mumbai - 400071.

Respected Sir,

Sr. No.	Clause in RERA Agreement and its number	Clause in our Agreement and its number	Deviation in clause
1	AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate regulatory Authority at _____ no _____; authenticated copy is attached in Annexure ‘F’;	Page 2, Clause (xiii) The development and the construction of the said Rehab Building and Sale Building to be known as “PODDAR HARMONY” is proposed and registered as a real estate project by the Promoters (“the Real Estate Project”) with the Maharashtra Real Estate Regulatory Authority (“Authority”), under the provisions of the Real Estate (Regulation and Development) Act 2016 (“RERA”) read with the provisions of the 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 (“RERA Rules”). The Authority has duly issued the Certificate of Registration	We have modified the RERA No. Clause

		bearing No. _____ dated _____ for the Real Estate Project. Copy of the aforesaid certificate is annexed and marked hereto as Annexure “C”	
2	AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings	Page 3, Clause (xvii) The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project and the Developer accept the professional supervision of the Architect and the Structural Engineer till the completion of the Real Estate Project. It is however clarified that the Developer is entitled to appoint any other licensed architects/ surveyors and/or structural engineers in place of them, if so desired by the Developer till the completion of the Real Estate Project and the Allottee/s accept/s the professional supervisions of the appointed project Architect and project Engineer (including substitutes / replacements thereof) till completion of the Real Estate Project.	We have added replacement clause of professionals.
3	Not Applicable	Page 4, Clause (xxvii) The copies of the following are annexed hereto and marked as follows: Annexure “A” Copy of LOI Annexure “B” Copy of IOA Annexure “C” Copy of the RERA Registration Certificate Annexure “D” Copies of the Property Register Cards of the said Land Annexure “E” Copy of the said Title Certificate Annexure “F” Copies of the C.C.	We have added annexure List

		Annexure “G” Copy of the floor plan of the said Apartment/Flat Annexure “H” Copy of the NOC by Mortgagee Bank/Financial Institution, if applicable	
4	Not applicable	Page 4, Clause 1 The above Recitals form an integral part of this agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended to be read or interpreted in derogation of RERA or Rules framed thereunder.	we have put the recitals in the Agreement for Sale.
5	1 The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.	Page 4, Clause 2.1The Promoter shall construct the Project known as “PODDAR HARMONY”, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The name of the New Building shall not be changed by allottee/s of the Real Estate Project and / or the Society without the prior written permission of the Promoter and the same shall always be as decided by the Promoter from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Flat/Apartment of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law, or changes made to exploit the full potential of the said Land or, any change as contemplated by any of the disclosures already made to the Allottee/s herein.	Details of Basement/ground and stilts and podiums are not mentioned in this clause

		Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be deemed fit by the Promoter from time to time, by obtaining 2/3rd consent of concerned adversely affected allottees in the Real Estate Project. In this regard, it is agreed between the Parties that (i) the consent of those allottees who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required, (ii) only if the said Flat/Apartment are relocated anywhere else in the Real Estate Project, the Allottee/s shall be deemed to be adversely affected person for the purposes of consent, and (iii) the Promoter shall also be entitled to make such changes within the Real Estate Project or in the said Flat/Apartment as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements, without obtaining any consent from the Allottee/s.	
6	1ai The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs.	Page 5 Clause 2.2 The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s, the said Flat/Apartment more particularly set out in the Second Schedule hereunder written and as shown is shown in red colour hatch lines on the floor plan annexed hereto and marked as Annexure "G" for the Sale Consideration as set out in the Second Schedule payable by the Allottee/s to the Promoters in the manner set out in the Third Schedule hereunder written.	instead of putting the details of flats/ shops and consideration we have put the details in Second schedule and Annexure G and Third Schedule

	including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).	2.3 The Allottee/s has paid on or before execution of this Agreement part payment of the Sale Consideration as advance payment, details whereof are mentioned in the Receipt attached hereto. The Allottee/s hereby agrees to pay the entire Sale Consideration in the manner as more particularly mentioned in the Third Schedule hereunder written.	
7	1c The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the	Page 4 THE THIRD SCHEDULE HEREINABOVE REFERRED TO Schedule of the payment of the Sale Consideration	instead of putting it in the 1st clause we have mentioned the schedule of payments in the Third schedule of the agreement.

	said Apartment is located. iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.		
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8	4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee	Page 13 Clause 6.1 If the Promoter fails to abide by the time schedule for completion and offering of the said Apartment to the Allottee/s on/or before the Possession Date (as defined below), subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either: (i) Call upon the Promoters by giving a written notice by courier or E-mail or Registered Post A.D. ("RPAD") at the address provided by the Promoters ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate"), on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering the possession of the said Apartment. (ii) Terminate this Agreement by giving written notice to the Promoters by RPAD at the address provided by the Promoters ("Allottee/s Termination Notice"). Except for the failure of the Promoter to offer the possession of the said Apartment on or about the Possession Date (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoters, the Promoters shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Apartment and applicable taxes	We have change the clause in by including subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either: (i) Call upon the Promoters by giving a written notice by courier or E-mail or Registered Post A.D. ("RPAD") at the address provided by the Promoters ("Interest Notice"), we have added clause 6.2 and 6.3 for the delay in payment from the allottees.
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	and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.	including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s the balance amounts already received by the Promoters under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid simultaneously with the Allottee/s executing and registering a deed of cancellation of this Agreement. On such repayment of the amounts payable by the Promoters (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoters and/or the said Apartment and/or the Car Parking Space and the Promoters shall be entitled to deal with and/or dispose-off the said Apartment and/or the Car Parking Space in the manner it deems fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever. It is agreed and clarified that the Promoters are not and shall not in any way be liable for the payment of any loans taken by the Allottees from any banks and / or financial institutions or otherwise for purchasing the said Apartment. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (fifteen) days from the date of the Promoters receiving the Allottee/s Termination Notice, the Promoters shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoters shall be at liberty to sell and transfer the said Apartment and assign the Car Parking	
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		Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion. In case the Allottee/s elects his remedy under Clause 7.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 7.1(ii) above and vice-versa, save and except as deemed fit by the Promoter. 6.2 If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date of the Demand and Tax Invoice till the date such amounts are fully and finally paid together with the interest thereon at the Interest rate. 6.3 Without prejudice to the right of the Promoters to charge interest at the Interest Rate and any other rights and remedies available to the Promoters, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) and on the Allottee/s committing 3 (three) defaults of payment of installments, or breach of any of the provisions of this Agreement, the Promoters shall at its own option be entitled to terminate	
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	this Agreement. Provided that, Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s, by RPAD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach/s mentioned by the Promoters within the period of aforesaid notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustments and recovery of the said Deductions [as defined hereinbelow] or any other amounts which may be payable to the Promoter) within the period of 30 (thirty) days of the termination, the instalments of Sale Consideration in respect of the said Apartment which may till then have been paid by the Allottee to the Promoter. 6.4 Simultaneously with the termination of this Agreement and prior to refund of the Sale Consideration, if any, as aforesaid, the Allottee/s shall, without demanding any money, execute and register, the deed of cancellation or such other documents (as may be required by the Promoters) ("Deeds") in respect of the said Apartment confirming the termination in the form and manner as may be required by the Promoters. The Allottee/s shall execute and register the above Deeds within 15 (fifteen) days of the receipt of intimation from	
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		the Promoters which shall be prior to refund of the Sale Consideration, if any, as aforesaid by the Promoter and shall return all the original documents with regards to this transaction including inter alia this Agreement to the Promoter. The Parties further confirm that any delay or default in execution / registration or non-execution of the Deeds shall not prejudice the cancellation, the Promoters' right to terminate this Agreement and / or adjust and recover the said Deductions and the Promoters right to sell/transfer the said Apartment including but not limited to Car Parking Space, if any, to any third party (as set out below).	
9	5 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.	NA	Not included in our agreement
10	6 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	Page 18, Clause 8 The Promoter shall endeavour to complete the construction of the said Apartment and obtain the part / full Occupation Certificate from the Slum Rehabilitation Authority/MCGM and/or the concerned authority, in respect of the said Flat/Apartment on or about the date as more particularly mentioned in the Second Schedule hereunder written ("Possession Date"), subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the	we have altered the clause.

	herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court	Promoter shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of any of the following factors ("Force Majeure Events"): (i) War, civil commotion, or act of God; and (ii) Any notice, order, rule, notification of the Government and/or competent authority/court.	
11	7.1 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	Page 19 Clause 9.1 Upon obtaining the Part/Full occupancy certificate from the competent authority in respect of the said Apartment and upon payment made by the Allottee/s as per this Agreement, the Promoter shall offer in writing to the Allottee/s to take the possession of the said Apartment, within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s ("Possession Notice"). The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoter from the date of Possession Notice. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the said Apartment. The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days from the date of the Possession Notice. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings	we have changes the days of notice from 3 months to 15 days. we have also included point no 9.3 and 9.4

	writing within 7 days of receiving the occupancy certificate of the Project. 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:	that may be made or taken in respect of the Real Estate Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc., by the Allottee/s or other allottee/s of the premises therein and/or their failing to comply with their obligations under this Agreement/their respective agreements. 9.2 Upon receiving the Possession Notice from the Promoter as agreed above, the Allottee/s shall take possession of the said Apartment from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Apartment within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e. in proportion to the Total Area of the said Apartment from the Possession Notice, including inter-alia, local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project,	
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		as per the terms provided herein. Until the Society / the Societies is / are formed and the management and maintenance thereof is offered to the Society / the Societies, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. 9.3 The Allottee/s shall, before delivery of possession of the said Apartment in accordance with this Clause, pay to the Promoters such amounts as mentioned in the Part A and the Part B of the Fifth Schedule. The amounts mentioned in the Part A of the Fifth Schedule shall not be accountable by the Promoters. The amounts mentioned in the Part B of the Fifth Schedule shall be accounted only to the Society / the Societies of the allottees / the purchasers of the premises in the Real Estate Project and not to the Allottee/s individually and shall not carry any interest. The interest, if any, on such amounts shall solely be the entitlement of the Promoters. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Part A and the Part B of the Fifth Schedule, to the bank account of the Promoters, as detailed in the Fifth Schedule hereunder written or as may be prescribed by the Promoters. The Allottee/s shall bear and pay (or reimburse to the Promoter), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges payable by the Allottee/s in accordance with this Agreement. 9.4 Upon taking possession of the said Apartment, the Allottee/s may	
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		undertake fit out/renovation works of the said Apartment and for the said purposes, the following terms will be applicable: (i) the Allottee/s shall undertake fit out/renovation works of the said Apartment at his/her/its own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Promoter ("Fit Out Guidelines") (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Promoter/Society/competent authority (as the case maybe). For the purpose of NOC, the Allottee/s shall submit to the Promoter/Society, (as the case maybe), the complete plans/drawings with all specifications (certified by a certified structural engineer appointed by the Allottee/s) before starting fit- out/ renovation works. (ii) The Promoter shall be entitled though not obliged to inspect all fit- out works /renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit- out /renovation works being executed by the Allottee/s is harmful to the said Apartment or to the adjoining premises or to the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said	
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		Apartment to its original condition at the Allottee/s costs and expenses. (iii) The Allottee/s shall on completion of the fit out/renovation works in the said Apartment, submit to the Promoter without delay, a completion letter stating therein that the fit out/renovation works in the said Apartment have been carried out in accordance with the plans/drawings submitted to the Promoter/Society (and approved) and the Promoter's/Society's NOC as aforesaid. (iv) Neither the Allottee/s nor his architects/contractors/interior designers, while carrying out fit out/renovation works in the said Apartment, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Premises / exterior walls / adjoining premises / RCC structure / columns / beams / the said Building. In particular, the RCC members/walls should not be punctured, altered, shifted or damaged under any circumstances. Without prejudice to the rights of the Promoters herein, nothing contained in this Clause 10.4 shall hold the Promoters liable towards the acts of the Allottee/s, for the carrying out the fit-out works; and it shall be the sole liability and responsibility of the Allottee/s towards the fit-out works to be carried out as per the Fit-Out Guidelines.	
12	7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the	Page 21, Clause 10.1 Upon receiving the Possession Notice, the Allottee/s shall take possession of the said Apartment, within the period as set out in the Possession Notice, from the Promoter by executing necessary indemnities, undertakings and such	within the period as set out in the Possession Notice, from the Promoter by

	Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.	other documentation as prescribed in this Agreement, and the Promoter shall handover possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession of the said Apartment within the time provided in Clause 9.1 such Allottee/s shall continue to be liable to pay maintenance charges and Other Charges, as applicable and in terms of this Agreement from the date of the Possession Notice.	
13	8 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.	Page 21 Clause 10.2 The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purposes more particularly mentioned in the Second Schedule. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking vehicle.	used only for purposes more particularly mentioned in the Second Schedule.
14	7.4 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 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	Page 21 Clause 10.3 If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at cost and expense to be borne and paid by the Promoters and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, reasonable compensation for such defect provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other	additional points are included in this clause

		allottees in the Real Estate Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoters. Provided that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/the Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. The Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoters, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment/Real Estate Project by the Allottee/s or occupants thereof.	
15	9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or 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	Page 22, Clause 11.1 Upon 51% (fifty one percent) of the total number of the premises in the Real Estate Project being booked by allottees, the Promoters shall submit an application to the competent authorities to form a co-operative housing society comprising the Allottee/s and other allottees of the premises in the Real Estate Project and the said Occupants as aforesaid under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made	we have altered the clause.

	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.	thereunder, read with RERA and the RERA Rules ("the Society"). Notwithstanding anything contained above, the Promoters reserve their right to form more than one society ("the Societies") for each tower forming part of the Real Estate Project or in such other manner as the Promoter deems fit and / or with such modifications as may be deemed fit by the Promoter.	
16	10 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/ 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	NA	we have omitted this clause in our agreement

	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		
17	11 The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, o Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease	Page 23, Clause 11.11 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society/ the Societies including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society / the Societies and its members / intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same in any manner whatsoever.	we have altered the clause
18	12 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the	Page 24, Clause 12.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Society / the Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoters shall not be liable toward the same	we have altered the clause by inserting additional point.

	Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.		
19	14 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows : i. To maintain the Apartment at the Allottee's own cost in good and tenatable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages	Page 26, Clause 15. COVENANTS AND OBLIGATIONS OF THE ALLOTTEE/S: 15.1 The Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter/s as follows: (i) To maintain the said Apartment at the Allottee/s' own cost in good and tenatable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required. (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which	we have included additional points in this clause.

which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof,	may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach. (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. (iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in	
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nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service	particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society/Societies. (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project and the Tower in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Real Estate Project and the building in which the said Apartment is situated or any portion of the Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society / the Societies. The wet garbage generated in the Real Estate Project shall be treated on the same plot by the residents / occupants / allottees of the Real Estate Project. (vii) Pay to the Promoters within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated. (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are	
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connection to the building in which the Apartment is situated. viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold. ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the	imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold. (ix) To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration, Other Charges, maintenance and outgoings, etc. (x) To bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities. (xi) Not to change the user of the said Apartment without the prior written permission of the Promoter and the Society / the Societies and the concerned authority. (xii) Not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, or dispose of or alienate otherwise howsoever, the said Apartment and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fully paid up. In the event, the Allottee/s is desirous of transferring the said Apartment and/or its rights under this Agreement, anytime prior to handing over possession of the said Apartment by the Promoter, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and upon payment of	
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	Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof	applicable transfer / administrative fees to the Promoters not exceeding 2% (Two Percent) of the proposed transfer price ("Proposed Transfer Price"). The Proposed Transfer Price shall for the purposes of this Agreement mean proposed sale consideration offered by such proposed transferee to the Allottee/s for proposed sale / transfer/ assignment of the said Apartment or the market value of the said Apartment, whichever is higher. On such transfer being recorded / endorsed by the Promoter, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The transferee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in the Third Schedule hereunder written. However, if the Allottee/s, subject to receiving approval from the Promoter for the proposed transfer, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then the permission as accorded by the Promoter shall lapse and for any proposed transfer of the said Apartment at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply.	
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		(xiii) The Allottee/s shall observe and perform all the rules and regulations which the Society/Societies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Societies regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out- goings in accordance with the terms of this Agreement. (xiv) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Real Estate Project or any part thereof to view and examine the state and condition thereof. (xv) The Allottee/s shall duly abide by the rules relating to the entry/exit points for the said Occupants and allottees of the Real Estate Project respectively, the vehicular movement and the pedestrian movement of the said Occupants and the allottees of the Real Estate Project respectively and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time. (xvi) The Allottee/s is aware that the lifts for use of the said Occupants and allottees of Wing B of the Real Estate	
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		Project are identified and it/he/she/they shall not raise any dispute in respect of the same in any nature whatsoever and shall always abide by the rules and regulations laid down by the Promoter in this regard. (xvii) The Allottee/s shall not be strictly allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Real Estate Project and / or within the said Land. This condition is binding on the Allottee/s to adhere to at all times and is a material condition to this Agreement and in the event the Allottee/s breaches the same, subject to the other rights and remedies available to the Promoters under law, the Promoters shall be entitled to terminate this Agreement. (xviii) The said Apartment shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Apartment into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the Real Estate Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. (xix) The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any	
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	other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever. (xx) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the Real Estate Project. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter.	
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		If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein. (xxi) Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the said Apartment/ the Real Estate Project. (xxii) To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities. Not to do or permit to be done any renovation / repair within the said Apartment without prior written permission of the Promoter. In the event of the Allottee/s	
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		carrying out any renovation / repair within the said Apartment, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Apartment or of any damage caused to the said Apartment or the Real Estate Project on account of such renovation / repair. (xxiii) Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities. (xxiv) The Promoter is entitled to deal with and / or dispose of (including to develop) the balance portion of the Larger Land (other than the said Land) in the manner the Promoter deems fit without any reference or recourse to the Allottee/s and / or any other allottee in the Real Estate Project. The Allottee/s and / or any other allottee in the Real Estate Project shall not be entitled to make any claim and / or shall not cause any interference in the development of the balance portion of the Larger Land (other than the said Land). (xxv) The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment. (xxvi) The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the ODU for the said Apartment in the space allocated by the Promoter, and the Allottee/s	
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		shall not shift/install/place the ODU in any other place whatsoever. (xxvii) The Allottee/s is aware that the main water/drainage pipes of the New Building may pass through certain areas within the said Apartment. The Allottee/s agree/s that he shall not undertake any civil works/fit-out works in such areas within the said Apartment, and/or permanently cover/conceal such areas within the said Apartment, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes. (xxviii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment / the Real Estate Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities. (xxix) To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye- laws which the Society / the Societies may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the Societies / Promotee 1 regarding the occupation and use of the said Apartment in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.	
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		(xxx) Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society / the Societies (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment. (xxxi) The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s. (xxxii) The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times. (xxxiii) The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other	
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		structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the said Land. (xxxiv) The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state. (xxxv) The Allottee/s shall not do either by himself / herself / themselves / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. 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 Real Estate Project. (xxxvi) The Allottee/s shall not park at any other place and shall park his/her car in the said Car Parking Space allocated to the Allottee/s and shall not park his/her car at any other place. (xxxvii) 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 Apartment on a daily basis. (xxxviii) The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals,	
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		permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s. (xl) The Promoter shall have option to offer possession of the said Apartment even prior to completion of the Real Estate Project Amenities hence all or any of the Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Apartment to the Allottee. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society / the Societies only after completion of the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserve their rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities. The Allottee/s consents and agrees for the same and shall not raise any dispute or claim at any time. (xli) Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause 16 shall amount material breach, entitling the Promoters to terminate this Agreement, at the sole discretion of the Promoter.	
20	17 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARG	Page 33 Clause 17.1 The Allottee/s shall be entitled to avail housing loan from a bank/financial institution and to mortgage the said Apartment by way of	we have included additional clauses

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[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 who has taken or agreed to take such [Apartment/plot]	security for repayment of the housing loan availed from such bank/financial institution with the prior written consent of the Promoter. The Promoter will grant their no objection to the Allottee/s availing of such loan from the bank/financial institutions and mortgaging the said Apartment with such bank/financial institutions, provided however, the Promoters shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank/financial institutions in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoters' right to receive full consideration and other charges and such mortgage in favour of such bank/financial institutions shall be subject to Promoters' first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No Objection Letter addressed to the bank/financial institutions advising the bank/financial institutions to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoters as per the schedule of payment of the Sale Consideration or as may be requested by the Promoters from time to time. 17.2 It is hereby further agreed by the Allottee/s that in the event if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or	
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	reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoters, then the Allottee/s agree/s and undertake/s to pay such amounts to the Promoters, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoters shall be entitled to exercise its rights and entitlements under this Agreement. The Allottee/s further agree/s and confirm/s that in the event the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, the Allottee/s shall give his/her/their/its consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Consideration directly to the bank account of the Promoter, based on the payment Instalments as set out herein, upon issuance of the demand letter/notice from the Promoters addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s. 17.3 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne, incurred and paid by the Allottee/s. 17.4 The Allottee/s hereby indemnifies and shall keep indemnified and held harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Promoter may suffer due to any action that may be initiated by such bank/financial	
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		institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan/mortgage.	
21	19 Entire Agreement 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 Parties in regard to the said apartment/plot/building, as the case may be	Page 36, Clause 22 22.1 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 letters, reservation forms, brochures, expressions of interest, letters of acceptance, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be. 22.2 All brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project or the said Apartment would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.	additional point is included in this clause 22.2 all brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project or the said Apartment would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.
22	NA	Page 37, Clause 29. COMMUNICATION AND NOTICES: 29.1 That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the	ADDITIONAL CLAUSE INCLUDED

		Allottee/s or the Promoters by courier or e-mail or RPAD at their respective addresses as specified in the Second Schedule. 29.2 It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by E-mail or Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.	
23	Not Applicable	Page: 38, Clause 34.1: In this Agreement where the context admits: any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;	We have added interpretation Clause

	any reference to the singular shall include the plural and vice-versa; any references to the masculine, the feminine and the neuter shall include each other; any references to a “company” shall include a body corporate; the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed; the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time; i) the expression “the Clause” or “this Clause” shall, unless followed by	
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		reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs; each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause; in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day; the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; references to a person (or to a word importing a person) shall be construed so as to include: an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any	
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		agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity); (b) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; (c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives. (d) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and Any reference to "writing" excludes text messaging via mobile phone	
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For Poddar Creators LLP



Partner

Date: 03/11/2023

Place : Mumbai

