

Date: 04/09/2023

To,
MahaRERA Authority,
Housfin Bhavan, E-Block,
BKC, Mumbai 400051

Subject: Deviation report for Agreement for Sale of proposed project “**Yogakshema Residency Phase-II**” to be developed on property bearing **Survey No. 25/4, 40 & 41 of village - Giravale Tal. Panvel, Dist. Raigad.**

Sir,

We have submitted application for registration of our Real Estate Project named “**Yogakshema Residency Phase-II**” along with the documents required/prescribed under the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder.

We are submitting herewith the details of changes/deviations made by us in the Model Agreement for Sale published by MahaRERA.

The Clauses from the Model draft of Agreement published by this Hon’ble Authority have been rearranged, headlined and numbered to suit the flow of the draft Agreement prepared by us.

Further, the said clauses published in model draft have been elaborated, defined, explained along with caveats wherever necessary. The attempt is to give clear disclosure to the buyer regarding the roles and responsibilities of both the parties i.e. the Promoter and the Allottee(s).

The Annexure nos. have been changed to suit the flow of agreement and documents being enclosed with the agreement, All the documents prescribed in Model agreement are retained.

Sr. No.	Model AfS Clause	Modified/Additional Clause	At Page no.
1.	Added sub-clause (iii) & (iv) in Clause 3 (Original Clause no. 1 of Model Agreement)	(iii) The Developer shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Clause 3(ii) above (the payment at each stage is individually referred to as the “Installment” and collectively referred to as the “Installments”). The payment shall be made by the Allottee/s	8

		within 7 (seven) days of the Developer making a demand for the payment of the Installment, time being the essence of the contract. (iv) The payment by the Allottee/s in accordance with Clause 3(ii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Developer has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(ii) hereabove written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.	
2.	1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].	(v) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Projects and/or with respect to the said Premises this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Value Added Tax, Service Tax, Goods and Service Tax 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 Allottee/s alone and the Developer shall not be liable to bear or pay the same or any part thereof.	9
3.	Added sub-clause (vi) & (vii) in Clause 3 (Original Clause no. 1 of Model Agreement)	(vi) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises,	9

		including applicable stamp duty and registration charges on this Agreement. (vii) The Developer may absorb, in his sole discretion, cost towards Stamp Duty and/or GST, for early payments payable by the Allottee for the period by which the respective instalment has been preponed. The provision for absorbing Stamp Duty and/or GST and percentage of such costs absorbed by the developer shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer. This may depend on case to case. The Developer has the sole right to alter the payment schedules in mutual consent with the Allottee.	
4.	Added sub-clause (xi) & (xv) in Clause 3 (Original Clause no. 1 of Model Agreement)	(xi) In addition to the carpet area of the said Premises, there are certain constructed areas free of FSI including niches, flower-beds, ornamental projections, architectural projections, etc., and additional spaces appurtenant to the said Premises and shown on the plan annexed hereto and marked as Annexure "6" (hereinafter referred to as "the Additional Areas"), of approximately square meters. This total aggregates to approximately square meters. The Additional Areas shall be exclusive to the said Premises and shall be limited common areas and facilities. The carpet area of the said Premises and the Additional Areas are hereinafter collectively referred to as "the Aggregate Areas". (xii) In addition to the Aggregate Areas, there are certain common areas and facilities such as the lobby, refuge areas, staircases, corridors, passages, amenity areas, service areas etc., in the Real Estate Project, the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises and to be determined on the completion of the Real Estate Project. (xiii) The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Developer are listed in the Fifth Schedule hereunder written. (xiv) The Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Developer the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Developer is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Developer has neither	10

		charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and/or the Car Parking Space and that the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration. (xv) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MSRDC SPA or other competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the MSRDC SPA or other competent authority, the Occupation Certificate in respect of the said Premises.	
5.	Added sub-clause (xvii) & (xx) in Clause 3 (Original Clause no. 1 of Model Agreement)	(xvii) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favor of / to the account of the Developer set out in the Second Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favor of /to the account of the Developer more particularly mentioned in the Second Schedule hereunder written. Any payments made in favor of / to any other account other than as mentioned in the Second Schedule shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Developer either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Developer with regard to the security for the payment of each installment of the Sale Consideration. (xviii) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same and deposit the same in the government treasury to the credit of the Permanent Account Number of the Developers and provide the Developers with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.	10 to 11

		(xix) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the Service Tax, Value Added Tax, Goods and Service Tax, Tax Deducted at Source or any such taxes or amounts under this Agreement as called upon by the Developer, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall pay within seven days on the receipt of intimation the balance amount due and payable by the Allottee/s to the Developer. (xx) The Allottee/s is/are further desirous of using for himself / herself / itself / themselves ONE parking space/slot being either single/stack (as may be determined by the Developer) ("the said Car Parking Space") and the same shall be limited common areas and facilities. The location and other details viz. car park numbering, etc. shall be as mentioned in the Second Schedule hereto Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Developer, the Developer has agreed to allot to the Allottee/s without any consideration, the right to use the said Car Parking Space for himself / herself / itself / themselves or his / her / its / their visitors/guests on the terms and conditions hereinafter appearing. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Developer and/or the Society and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Developer and/or the Society. The Allottee/s agree and confirm that he / she / it / they shall not raise any objection to the designations / selections of parking done / to be done by the Developer for himself / herself and for other purchasers in the said Building.	
6.	Added Clause for confirmation of recitals regarding proposed FSI consumption in Real Estate Project	4. FSI, TDR and development potentiality with respect to the Real Estate Project: (i) The Allottee/s hereby agree, accept and confirm that the Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) on the said Land in the manner more particularly detailed at	11

		Recitals above and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.	
7.	Added Clause for confirmation of recitals regarding proposed FSI consumption in within the Larger Land/Whole Project to be developed in Phases	5. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project in phases: (i) The Allottee/s hereby agree, accept and confirm that the Developer proposes to develop the Whole Project on the Larger Land (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above constituting the Proposed Layout and the Proposed Potential and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.	11
8.	Clause 4.1 of Model Agreement 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.	(ii) If the Developer fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following: (a) Call upon the Developer by giving a written notice by Courier / E- mail / Registered Post A.D. at the address provided by the Developer ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon per annum for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Developer to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Developer to the Allottee/s. (b) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Developer by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("Allottee/s' Termination Notice"). On the receipt of the Allottee/s' Termination Notice by the Developer, this Agreement shall stand terminated and canceled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Developer, the Developer shall refund to the Allottee/s the amounts already received by the Developer under this Agreement with	12 to 13

		interest thereon at the Interest Rate to be computed from the date the Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the said Car Parking Space and the Developer shall be entitled to deal with and/or dispose of the said Premises and/or the said Car Parking Space in the manner it deems fit and proper. (iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b) above. (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Developer interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon per annum, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.	
9.	Provision of Clause 4.2 of Model 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 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	(vi) Upon the occurrence of an Event of Default, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement. (vii) The Developer shall notify by Courier / E-mail / Registered Post A.D. at the address provided by the Society in case of delay/s or default/s of payment of Sale Consideration by the Allottee/s. The Society shall immediately take necessary steps to recover such sums and ensure timely payments. (viii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any	13

	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.	outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Developer Termination Notice"), by Courier / E-mail / Registered Post A.D. at the last known address provided by the Allottee/s. On the receipt of the Developer Termination Notice by the Allottee/s this Agreement shall stand terminated and cancelled.	
10.	Provision of Clause 4.2 of Model 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.	(ix) On the termination and cancellation of this Agreement in the manner as stated in Clause 6(vii) above: (a) The Developer will be entitled to forfeit the following amounts ("Forfeiture Amount") as cancellation charges which the Allottee/s agree, confirm and acknowledge constitute a reasonable, genuine and agreed pre-estimate of damages that will be caused to the Developer and that the same shall be in the nature of liquidated damages and not penalty being an amount equivalent to 5% (Five percent) of the Sale Consideration together with applicable taxes thereon including Administrative Expenses and Brokerage/commission paid at the time of booking/sale of the said premises; (b) The Developer will refund the balance (if any), without interest, only after deducting and/or adjusting from the balance amounts, Service Tax, Value Added Tax and/or any other amount due and payable by the Allottee/s and/or paid by the Developer in respect of the Sale Consideration. (c) In case if the Developer receives a credit/refund of the service tax amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Developer to the Allottee/s without any interest thereon. (d) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Developer or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Developer shall be entitled to deal with and dispose of same to any other person/s as the Developer deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.	13 to 14

		(x) The Developer shall intimate such termination to the Society and the Society is bound to find and allot the said Premises to another member within 30 days of receipt of such intimation.	
11.	Added Clause to Procedure for Taking Possession	(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including inter-alia local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the PMC or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Project Conveyance is duly executed and registered, the Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer at its sole discretion.	14
12.	Clause 7.4 of Model Agreement 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,	8. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s; the Allottee/s brings to the notice of the Developer any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.	14

	compensation for such defect in the manner as provided under the Act.		
13.	Added Clause 10 for Appointment of Facility Manager	10. Facility Manager: (i) The Developer, upon recommendation of the Federation/Society, shall enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Larger Land and/or the Real Estate Project and/or the New Buildings, such decision shall be final and binding until the Conveyance in respect of the Larger Land is executed in favor of the Federation/Society. Thereafter, subject to the provisions of Clause 10(iii) below, the Federation and/or Society, as the case may be, shall be entitled to undertake the maintenance of the Larger Land / the New Buildings or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society shall create and maintain a Sinking Fund for the purpose of maintenance and the Developer shall in no way be responsible for maintenance of facilities after conveyance of larger land has been handed over to the Federation/Society save and except for rectification of faults covered under Defect Liability. Prior to the Handing over/conveyance, the Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Larger Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws. (ii) The Developer, in consultation with the Federation/society shall designate any space on the Larger Land and/or the New Buildings and/or the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Buildings and/or the said Buildings. The Developer shall also be entitled to designate any space on the Larger Land or the said Land and/or in the terrace of the New Buildings and/or the said Building to such utility provider, either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the New Buildings and/or the said Building.	15

		(iii) The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents / allottees / occupiers of the premises in all the Phases/Projects/ Buildings in the manner as may be determined by the Facility Manager and / or the Developer, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.	
14.	Added sub-clause to Formation of society (Clause 9 of Model Agreement)	11. Formation of the Society: (i) Upon execution and registration of Agreement of Sale in respect of 51% (fifty one percent) of the total number of units/premises in the Real Estate Project, the Society shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project / Whole Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.	15
15.	Added sub-clause to Formation of Society Clause	(iv) The Society shall admit all purchasers of flats and premises in the Real Estate Project / Whole Project as members, in accordance with its bye- laws. (v) Post execution of the Project Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard. (vi) All the Allottees of premises in the other phases /real estate projects to be developed on the Larger Land upon receiving possession of their respective premises shall become members of the aforesaid Society. (vii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, and (b) the professional fees charged by the Advocates and Solicitors engaged by the Society for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by	16

		the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Developer shall not be liable toward the same in any manner whatsoever.	
16.	Added Clause with respect to laying of services/ conduits in Larger Land	16. The Developer has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Developer has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of flats/units/premises in the Real Estate Project and/or in the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Developer and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Developer laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other real estate projects / buildings / towers which are to be developed and constructed on any portion of the Larger Land.	17
17.	Added clause to Representation and Warranties of the Developer	17. (i) The Developer hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate: (a) The Developer has a clear and marketable title to the Larger Land and has the requisite rights to carry out the development thereon for implementation of the Real Estate Project;	17

18.	Minor Modification in sub clause (i) Covenant of Allottees (Clause 14 of Model Agreement) i. To maintain the Apartment at the Allottee's own cost in good and tenable 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.	(i) To maintain the said Premises at the Allottee/s' own cost in good and tenable repair and condition from the date of the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Developers	18
19.	Added Covenants to the Clause 18 (Clause 14 of Model Agreement)	(ix) Bear and pay, in a timely manner and forthwith, all the amounts, dues, taxes and Installments of the Sale Consideration, as required to be paid under this Agreement. (x) Not to change the user of the said Premises without the prior written approval of the Local Authority and permission of the Developers and the Society. (xi) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Developer under this	19 to 23

		Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate. In the event the Allottee/s is / are desirous of transferring the said Premises and/or the said Car Parking Space and/or his/her/its/their rights under this Agreement prior to making such full and final payment, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Developer. (xii) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. (xiii) The Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. (xv) The Whole Project is currently known as "Yogakshema Residency" and the Developer shall be entitled to formally re-name the Whole Project at a later date and which name shall not be changed by the Allottee/s and / or the Society, as the case may be. (xvi) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Developer may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the	
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		Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain any amenities within it as set out in the Fifth Schedule hereto. The Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project. (xvii) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the fit-out rules as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Developer shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s. (xviii) 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 undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Developer. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have 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/its/their obligations as mentioned herein.	
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		(xix) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises 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 Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein. (xx) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair 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 the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Developer and/or of the Society. (xxi) Not to make any alteration in the elevation and outside color scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, 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 Real Estate Project and/or the Larger Land. (xxii) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Developers. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the 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 Developers shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.	
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		(xxiii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Developer and/or the said Society, as the case may be, and of the MBMC and other concerned authorities. (xxiv) Not to enclose the architectural projection shown in the plan and not to convert it into any habitable space. (xxv) 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 Premises / said Building in any manner whatsoever. (xxvi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Larger Land and the Real Estate Project and/or the New Buildings. (xxvii) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the said Larger Land and/or the Real Estate Project and/or the New Buildings or any part thereof or whereby an increased premium shall become payable in respect of the insurance. (xxviii) To abide by, observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Whole Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings. (xxix) Not to violate and to abide by all the rules and regulations framed by the Developer / its designated Facility Manager and/or by the said Society, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Whole Project and in connection with any interior	
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		/ Civil works that the Allottee/s may carry out in the said Premises (the "Fit- out Rules"). (xxx) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Developers shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state. (xxxi) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be 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 for providing 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 and/or the Whole Project. (xxxii) Shall not display at any place in the Real Estate Project and/or the Whole Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the Whole Project or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Whole Project. (xxxiii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate 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, save and except the name of the Allottee/s in such places only as	
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		shall have been previously approved in writing by the Developers in accordance with such manner, position and standard design laid down by the Developers. (xxxiv) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / allotted by the Developer. (xxxv) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. (xxxvi) The Allottee/s shall permit the Developers and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Developers / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same. (xxxvii) The Allottee/s is/are aware and acknowledge/s that the Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.	
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		(xxxviii) The Allottee/s is/are aware that the Developer or its agents or contractors etc., shall carry on the work / balance of the other New Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Developer shall endeavor to minimize the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement. (xxxix) The Developer shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project. (xl) The Developer shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society, as the case may be, until the entire development on the Larger Land / the said Land is fully completed. (xli) The Developer agreed to provide a free bus service from Panvel Station to Yogakshema Residency Co-op Hsg. Soc. Ltd. at Giravale Village and return to Panvel Station only for the members of Yogakshema Residency Co-op Hsg. Soc. Ltd. (xl) The Developer shall provide sufficient number of commercial shops to the society to enable them to let out the same for shops like Departmental Store, Medical Store, Clinics for practicing Doctors/General Physician, Banks, ATM, Grocery Shop etc , more particularly described in the 4th Schedule as under.	
20.	Added Clause with respect to provision of Utilities in the project.	19. It is agreed that as and when either the Federation and/or the Developer enters into agreements / arrangements with any agency and/or Service Provider and/or person, to provide all the Utilities (as defined hereinafter) or any of them through the specific utility rooms/conduits/ducts and any other space designated for the purpose so as not to interfere with the layout/elevation and/or other services, then in that event the Allottee/s herein shall procure such utilities only from such agency and/or Service Provider and/or person, as the case may be, and pay such amount as may be fixed by agency and/or Service Provider and/or person. This term is the essence of this Agreement. For the	23 to 24

		purposes of this Clause, "Utilities" refers to telephone, cable television, internet services and such other services of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Developer is obligated / liable to provide all or any of the Utilities, whether or not the Developer has entered into agreements / arrangements. 20. The Developer and/or Society and/or any professional agency appointed by it/them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the New Buildings and/or the said Land and/or the Larger Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Developer and/or such professional agency.	
21.	Added Clause for recognition of Nominee of the Allottee/s	21. The Allottee/s hereby nominate/s the persons as set out in the Second Schedule ("the said Nominee") as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developer shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Developer in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Developer shall, at its discretion, be entitled to insist on a Probate / Succession Certificate / Letter of Administration and/or such other documents as the Developer may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Developer, as may be necessary and required by the Developer.	24
22.	Added Clause for Allottee/s availing Bank Loan	22. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank	24 to 25

		only with the prior written consent of the Developer. The Developer will grant it's no objection, whereby the Developer will express it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("said No Objection Letter"), provided however, that the Developer shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favor of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Developer's right to receive the full Sale Consideration and other charges and to develop the balance of the Larger Land and such mortgage in favor of such Bank shall be subject to the Developer's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developer will issue the said No Objection Letter addressed to the Bank on the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Developer as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.	
23.	Added Clause for Allottee representation and warranties	23. The Allottee/s hereby represent/s and warrant/s to the Developers that: (i) he/she/it/they is / are not prohibited from acquiring the said Premises under any applicable law or otherwise; (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be; (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties; (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.; (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any	25

		money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them; (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties; (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors; (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months; (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Whole Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Developer, provide such security as may be required by the Developer towards the payment of the Sale Consideration and the Installments.	
24.	Added Clause for Non-Residents for Allottee/s responsibility under FEMA	24. It is abundantly made clear to the Allottee/s who is/are a non-resident / foreign national of Indian Origin that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their 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 Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India	25 to 26

		he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re- enactments thereto. The Developer accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.	
25.	Modified Clause 17 of Model Agreement 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE 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].	27. Mortgage or Creation of Charge: (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Developer and notwithstanding the Developer giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Developer shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Developer under this Agreement or otherwise. (ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Developer is entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions including Banks and create such securities with respect to any and all of its right, title, benefits and interest in the Larger Land or any part thereof, as may be solely decided by the Developer, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favor of "Developers Account" with ICICI Bank. (iii) After the execution of this Agreement, if the Developer wants to mortgage or if any charge is made or created on the said land or the project, then notwithstanding anything	26

		contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favor of the Bank.	
26.	Added Clause for PAN	41. Permanent Account Number: (i) The Permanent Account Number of the Parties are as set out in the Second Schedule hereunder written.	28
27.	Added Clause for interpretation of terms contained in the Agreement	42. Interpretation: (i) In this Agreement where the context admits: (a) 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; (b) any reference to the singular shall include the plural and vice-versa; (c) any references to the masculine, the feminine and the neuter shall include each other; (d) any references to a "company" shall include a body corporate; (e) 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; (f) 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 thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or	29 to 30

		paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears; (g) 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; (h) the expression “the Clause” or “this Clause” shall, unless followed by 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; (i) each of the representations and warranties provided in this Agreement is independent of the 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; (j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it 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; (k) 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; (l) references to a person (or to a word importing a person) shall be construed so as to include: - an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any 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); - that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and - references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-	
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		contractors, agents, attorneys and other duly authorized representatives; (m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.	
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for M/s. Superb Maa Infra & Housing LLP

Place: Panvel, Raigad



Sugat G. Waghmare
Managing Director