

DEVIATION REPORT WITH RESPECT TO MODEL FORM OF AGREEMENT FOR SALE

Re: Proposed project known as "Inspira One" ("Project") to be developed on all that piece and parcel of lands being developed on all that piece and parcel of lands being lands, each admeasuring 836.10 sq. metres or thereabouts bearing Plot Nos. 11 & 12 in the layout of MHADA at Bandra Reclamation, Bandra (West), and bearing CTS No. 791 (Part) both lands lying, being and situate at of Village Bandra-A, Taluka Andheri, Mumbai Suburban District lying, being and situate at Smt. Shobha Bhaskar Joshi Marg, Opp. A.K.Vaidya Garden, Bandra Reclamation, Bandra (W), Mumbai 400 050.

ADDITION/MODIFICATION/CLARIFICATION PROPOSED BY THE PROMOTER TO THE MODEL FORM OF THE AGREEMENT FOR SALE ("AFS") AND ADOPTED IN PROMOTER'S AFS (AS ANNEXED BELOW) ARE HIGHLIGHTED IN YELLOW COLOUR AS UNDER:

1. ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 1: PURCHASE OF THE APARTMENT AND SALE CONSIDERATION.

1.3 In addition to the carpet area of the said Apartment, there are certain constructed areas such as balcony, ODU and utility areas and additional spaces appurtenant to the said Apartment (hereinafter referred to as "the Additional Areas"). The Additional Areas shall be exclusive to the said Apartment and shall be limited common areas and facilities.

1.4 The Promoter have agreed to provide for the exclusive use of the Allottee/s with the said Apartment, car parking space in the Mechanical/ stack / puzzle Parking System (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical) as more particularly set out in the Second Schedule hereunder written (hereinafter referred to as "said Car Parking Space"). The Allottee/s agrees and acknowledges that:

- (i) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter.

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CIN NO : U70109MH2022PTC385400



- (ii) The Promoter shall identify and allocate the said Car Parking Space simultaneously with offering possession of the said Apartment. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby gives his/ her irrevocable consent for the same and undertakes not to dispute such allocation at any time in future with respect to the Car Parking Space allotted to the Allottee/s including its size, location and type of arrangement and / or for any reason whatsoever.
- (iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as it may deem fit.
- (iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society from time to time.
- (v) The Automated/Mechanical Car Parking System are purchased from third party Vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society of allottees, whichever is earlier. The Allottee/s agrees not to withhold the



maintenance to be paid towards the said Apartment and/or the Car Parking Space for any reason whatsoever.

1.6 The Promoter have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Apartment on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Apartment. The Sale Consideration is only in respect of the said Apartment and the Promoter have neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and the said Car Parking Space and that the Additional Areas and the common areas and the Car Parking Space shall be allowed to be used free of cost, without any price or consideration.

1.9 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Apartment together with right to the common areas, amenities and facilities in the Real Estate Project ("Other Charges") set out in the Part A and the Part B of the Fourth Schedule, if the said Apartment is in the Residential Premises. The Allottee/s / the other allottees of the Residential Premises are liable to bear and pay the Other Charges as set out in the Part A and the Part B of the Fourth Schedule. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Apartment. The changes, if any, in the Other Charges as set out above shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Apartment to the Allottee/s. The heads of the Other Charges as set out in the Part A and the Part B of the Fourth Schedule are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the Other Charges as set out in the Part A and the Part B of the Fourth Schedule as the Promoter may indicate to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges is a precondition for handing over possession of the said Apartment by the Promoter to the Allottee/s.



1.10 The Sale Consideration and the Other Charges (collectively referred to as "the **Total Price**") above excludes taxes including but not limited to Goods and Service Tax, Property Tax, Swatch Bharat Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or the said Apartment and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions 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 Apartment and/or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

1.14 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Second Schedule shall not be treated as payment towards Sale Consideration in respect of the said Apartment. The Promoter shall be jointly entitled to change the account (as set out in the **Second Schedule**) by giving a joint written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.



1.15 Further, the Allottee/s or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s / financial institution will be given to the Allottee/s only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fails to produce the Original TDS Certificates for all the payments made by the Allottee/s at the time of handing over possession of the said Apartment or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Apartment. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnify(ies) the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter.

1.16 The Allottee/s agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other



rights or remedies available with the Promoter under this Agreement and in law, the Promoter 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 amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

1.17 Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Promoter.

2. ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 2: COVENANTS OF THE PROMOTERS AND THE ALLOTTEE/S

2.2 Nature of *inter-se* roles, responsibilities and obligations of the Promoter and the Society shall be as per the terms of the Development Agreement. The roles, responsibilities, rights, entitlements, obligations and liabilities of the Promoter and the Society shall be as per and to the extent as setout under the Development Agreement and nothing contained herein shall affect the *inter-se* roles, responsibilities, rights, entitlements, obligations and liabilities of / between the Promoter and the Society under the Development Agreement and all the modifications / amendments thereto from time to time.

2.3 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall, subject to Force Majeure Events as stated hereinbelow, abide by the time schedule for completing the said Apartment and offering the said Apartment to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments and other dues payable by him/her under this Agreement and meeting the all the covenants and obligations under the Agreement.

3. ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 3: ENTITLEMENTS OF



THE PROMOTERS

3.2 The Promoter contemplates to complete and provide the Real Estate Project Amenities only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/ her /their irrevocable consent. The Promoter reserve their rights to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities, for which the Allottee/s hereby confirms such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Real Estate Project Amenities shall form part of the said Building, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoter and / or the Society from time to time.

3.3 The Promoter shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

3.4 All the revenues generated of any nature whatsoever from the Real Estate Project including from the Real Estate Residential Amenities till the date of handing over management and maintenance of the Real Estate Project to the Society shall solely belong to the Promoter, and neither the Allottee/s nor the Society and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoter.

3.5 The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the security of the Residential Premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank / financial institution / Non-Banking Financial Institution / third party lender ("Lenders") and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

4. ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 4: DELAYS AND TERMINATION



- 4.1 (ii) Terminate this Agreement by giving written notice to the Promoter by registered post A.D. at the address provided by the Promoter ("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 Promoter, this Agreement shall automatically be deemed to have expired and terminated and cease to have any effect whatsoever on ab-initio basis. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter 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 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 Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid, simultaneously against the Allottee/s executing a deed of cancellation of this Agreement with the Promoter and admit execution of the same before the concerned Sub-Registrar of Assurances at Mumbai for the purpose of registration. On such repayment of the amounts payable by the Promoter (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and/or the Car Parking Space and the Promoter shall be entitled to deal with and/or dispose-off the said Apartment and/or the Car Parking Space in the manner they deem fit and proper, without any suit, claim or demand of the Allottee/s. It is agreed and clarified that the Promoter are not and shall not in any way be liable for the payment of any loans taken by the Allottee/s 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 Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Apartment and assign the Car Parking Space, if any, to any third



party of their choice on such terms and conditions as the Promoter may deem fit in their sole and absolute discretion.

4.1 (iii) In case the Allottee/s elects his remedy under Clause 4.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 4.1 (ii) above and vice-versa, save and except as deemed fit by the Promoters.

4.3 Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee/s committing 3 (Three) default in payment on due date of any amount due and payable by the Allottee/s to the Promoter 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 rights and remedies available to the Promoter, in the event of the Allottee/s committing three defaults of payment on installments or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s ("**Event of Default**").

4.6 On issuance of the Promoter' Termination Notice, this Agreement shall automatically deemed to have expired and terminated and cease to have any effect whatsoever on ab-initio basis and the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoter' Termination Notice. Thereupon, the Promoter shall be entitled to deal with and/or dispose of or alienate the said Apartment and the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s. Also, the Promoter shall refund the instalment of Sale Consideration to the Allottee/s in the following manner:

(i) The Allottee/s shall execute and register deed of cancellation or such other documents (as may be required by the Promoter) ("**Cancellation Deeds**") in respect of the said Apartment with the Promoter confirming the termination of this Agreement and admit execution of the same



before the concerned Sub-Registrar of Assurances at Mumbai for the purpose of registration. The Allottee/s shall execute and register the Cancellation Deeds within 15 (fifteen) days of the receipt of intimation from the Promoter.

- (ii) Within a period of 30 (thirty) days of the issuance of the Promoter's Termination Notice, the Promoter shall refund the Sale Consideration paid by the Allottee/s to the Promoter after deducting therefrom the said Deductions (as defined below) ("**the Balance Amount**").
- (iii) The Parties further confirm that any delay or default in execution/ registration of the Cancellation Deeds shall not prejudice the cancellation, the Promoter's right to terminate this Agreement and / or forfeiture (as set out above) and refund of the Balance Amount to the Allottee/s and the Promoter's right to sell/transfer the said Apartment including but not limited to Car Parking Space (if any) to any third party.
- (iv) Upon receiving the Promoter's Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and the Promoter shall be entitled to deal with and/or dispose-off the said Apartment in any manner they deem fit and proper.

4.7 The Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoter, (b) brokerage, if any, paid by the Promoter to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Apartment up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by him/her/them, (e) amount of stamp duty and registration charges and expenses incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending Bank/Financial Institution (g) any amount/



institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.

4.12 The Promoter herein have specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.

4.13 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

5. ADDITION/ MODIFICATION/CLARIFICATION TO CLAUSE 5: FACILITY MANAGER/S / UTILITY PROVIDER/S

5.1 The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("Utility Providers") i.e. entities providing gas, water, electricity, telephone, mobile, cable television, internet services and such other service of mass consumption, etc., ("Utilities") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities whether or not



interest reimbursed by Promoter to the Allottee/s; (h) in case the Allottee/s has availed any loan against mortgaged of the said Apartment, then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly.

4.8 Further, after issuance of the Promoter Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

4.9 The Allottee/s waives his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deduction is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter have agreed to sell the said Apartment to the Allottee/s.

4.10 Without prejudice to rights and remedies available to the Promoter under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Apartment with NOC of the Promoter and this Agreement is terminated by either Party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and obtain necessary letter/confirmation from such bank/financial institution *inter alia* stating therein that the bank/financial institution has released its mortgage/ charge on the said Apartment and that the bank/financial institution shall have no recourse against the Promoter or the said Apartment.

4.11 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Apartment and termination of this Agreement, the Promoter shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial



the Promoter have entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

5.2 The Promoter shall have the right to undertake upkeep and maintenance of the Real Estate Project including for the Real Estate Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project including for the Real Estate Project Amenities ("Services") in full or in part and such decision shall be final and binding upon the Allottee/s ("Facility Manager/s"). Tenure of Facility Manager/s shall be until the Promoter offer to hand over the management and maintenance of the Real Estate Project to the Society and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the Real Estate Project to the Society, the Society shall be entitled to undertake the management and maintenance of the Real Estate Project including the Real Estate Project Amenities. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the Real Estate Project Amenities and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

5.3 The Promoter shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Promoter shall also be entitled to designate any space in the Real Estate Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project.

5.4 Notwithstanding any other provision of this Agreement, the Promoter have right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Promoter have the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s



and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the Residential Premises in the manner as may be determined by the Promoter. Such charges would be levied on the basis of the carpet area of the said Apartment and the Allottee/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s of the Apartment in the Real Estate Project alone.

- 5.5 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and the Real Estate Project Amenities.
- 5.6 Upon handing over of the management of the operation and maintenance of the Real Estate Project to the Society, the Promoter shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society by executing requisite deeds and documents with the Society. The Promoter shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.
- 5.7 Any management/ administrative fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project.
- 5.8 The Promoter have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and



that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoter shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.

6. PROVISIO TO CLAUSE 8: FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT

8.2 If within a period of 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 its own cost and expense and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, 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 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 Promoter.

7. ENTIRE CLAUSE 10 HAS BEEN ADDED IN THE PROMOTER'S AFS AS A SPECIFIC DISCLOSURE TO THE ALLOTTEE/S

10. The Promoter have informed the Allottee/s that there may be common access road, streetlights, 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 said Land. The Promoter have 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 premises / apartments in the Real Estate Project, 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 Residential Premises in the Real Estate Project including the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter 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 allottees of Residential Premises / apartments in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the said Land to be redeveloped by the Promoter.

8. ADDITION/MODIFICATION/ CLARIFICATION TO CLAUSE 12: ALLOTTEE/S COVENANTS WITH THE PROMOTERS

- 12.6. 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 Projects 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 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.
- 12.9 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 or part thereof, Other Charges, maintenance and outgoings, etc.
- 12.10 The allottees of the Residential Premises to bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities.
- 12.11 Not to change the user of the said Apartment without the prior written permission of the Promoter and the Society and the concerned authority.



12.12 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, 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 and possession of the said Apartment is handed over to the said Allottee. In the event, the Allottee/s is desirous of transferring the said Apartment and/or its rights under this Agreement, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and upon payment of applicable transfer / administrative fees to the Promoter not exceeding 2% ("Two Percent") of the Proposed Sale Price ("Proposed Sale 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 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/s 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/s 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 of the said Apartment, 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 sub-clause shall again apply.

12.13. The Allottee/s shall 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 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Apartment in the said 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.

12.14. 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 Projects or any part thereof to view and examine the state and condition thereof.

12.15. The Allottee/s hereby agrees that they have understood the layout of the Real Estate Projects. The Allottee/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Promoter for the allottees of the Residential Premises respectively, the vehicular movement and the pedestrian movement of the allottees of the Residential Premises respectively and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.

12.16. The Allottee/s is aware that the lifts for use of the allottees of the Residential Premises are identified and 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.

12.17. 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 Projects and / or within any portion of 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 Promoter under law, the Promoter shall be entitled to terminate this Agreement.



12.18. 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 irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the Residential Premises 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. The Promoter shall provide the amenities in the said Apartment as set out in the Annexure "_____" hereto. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Apartment or in the Real Estate Project. Further, though the Promoter may have proposed to provide amenities and facilities as stated herein, the Promoter reserve the right to add, alter, amend, relocate or delete any or all of the proposed amenities comprised in the Annexure "_____" and the Annexure "_____" hereto.

12.19. 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 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.



- 12.20. 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. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Apartment 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.
- 12.21. 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. The Allottee/s shall maintain uniformity in the façade or outer look of the said Apartment / Real Estate Project or the Real Estate Project.
- 12.22. To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenable 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 R. C. C. Partis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities.
- 12.23. 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 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.

12.24. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities.

12.25. 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.

12.26. 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 shall not shift/install/place the ODU in any other place whatsoever.

12.27. Not to shift or alter the position of either the kitchen 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.

12.28. To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws of the Society and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project including 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 / Promoter 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.

12.29. Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society (post handing over management of the Real Estate Project including the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project including 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.

12.30. 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 including 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.

12.31. The Allottee/s shall never in any manner enclose any ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, balcony, utility, 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.

12.32. 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 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.

12.33. 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.

12.34. The Allottee/s shall not do either by himself / herself / 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.

12.35. The Allottee/s 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.

12.36. 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.

12.37. The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

12.38. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land/ Real Estate Project / Real Estate Project in perpetuity.

12.39. The Promoter shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the said Land is fully completed, irrespective of whether the said Land or any portion thereof is transferred to the Society.

12.40. The Promoter shall have option to offer possession of the said Apartment even prior to completion of the Real Estate Project Amenities. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The Allottee/s hereby agrees and covenants with the Promoter that he he/she/they/it shall not raise any objection, dispute, complaint or grievance of any nature whatsoever with respect to the carpet area of the said Apartment, post taking possession of the said Apartment from the Promoter in terms of this Agreement. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society only after completion of



the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserve their right to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities. The Allottee/s consents and agrees for the same and shall not raise any dispute or claim at any time.

12.41. 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 15, shall amount material breach, entitling the Promoter to terminate this Agreement, at the sole discretion of the Promoter.

9. CLAUSE 13 HAS BEEN ADDED IN THE PROMOTER'S AFS - NOMINEE

13. The Allottee/s hereby nominates the persons as set out in the **Second Schedule** ("the said Nominee") as his / her / their / its nominee in respect of the said Apartment. On the death of 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 Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

10. CLAUSE 14 HAS BEEN ADDED IN THE PROMOTER'S AFS – MORTGAGE OF THE SAID APARTMENT



14. The Allottee/s shall be entitled to avail housing loan from a Bank and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such Bank, 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 and mortgaging the said Apartment with such Bank, provided however, the Promoter 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 in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

11. ENTIRE CLAUSE 15 HAS BEEN ADDED IN THE PROMOTER'S AFS - REPRESENTATIONS AND WARRANTIES TO THE PROMOTERS

- (a) he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise;
- (b) he / she / they / it 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;
- (c) no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties;
- (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;



- (e) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;
- (f) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
- (g) he / she / they has / have not compounded payment with his / her / their / its creditors;
- (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;
- (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the Whole Project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement;
- (j) The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement, without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time; and
- (k) The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided.

12. ENTIRE CLAUSE 16 HAS BEEN ADDED IN THE PROMOTER'S AFS – FEMA

- 16 It is abundantly made clear to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in



respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, Chapter IX of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 notified by the Central Government on 17th October, 2019 read with any 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, Chapter IX of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 notified by the Central Government on 17th October, 2019 read with any 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 understands and agrees that in the event of any failure on his/her/their/its part to comply with the foregoing provisions, he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accept no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

13 ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 20: ENTIRE AGREEMENT

- 20.1 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, Reservation Form, Brochure, Expression of Interest (Eoi), letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.
- 20.2 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.

For Inspira Buildcon Pvt. Ltd.



Authorised Signatory .

Date : 19th /02/2025

Place : Mumbai.

