

Date: - 15/11/2024

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai: -400051

Subject: - Deviation Report on Agreement for sale the project named AVA MAPLE Located at C.T.S NO. 510,510/1 TO 8,1,1/1 TO 16, 514,514/1 TO 5, 518A/2(PT), 561, 561/1 TO 14 & 518A/1(PT), OF VILLAGE KANHERI, TALUKA – BORIVALI, KULUPWADI, BORIVALI (EAST), MUMBAI – 400066

Deviation Clause

Clause no as per our draft	Actual clause
1.	Parties agree that the recitals as contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim
4.	The Allottee/s are aware that the Promoters have applied for the requisite permissions The Allottee/s are aware that the permission shall be granted to the Promoters herein on the undertaking/s, indemnities furnished by the Promoters for various compliances, The Promoters shall comply with all such compliances which shall be required during the construction and the Allottee/s covenants with the Promoters that they shall comply with all the on-going and recurring compliances as the assignee of the Promoters
5.	The Allottee/s have prior to the execution of this Agreement satisfied themselves about the title of the owners and/or the Promoters to the property and they shall not be entitled further to investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Allottee/s shall be deemed to have purchased the said Flat on the conditions set out in the recitals above and to have accepted the title thereto.
6.	The name and address of the Allottee/s till possession of the premises is taken by the Allottee/s shall be as under:- Name : Address : Mobile No.:
11.	The Development Control Regulation for the City of Mumbai defines carpet area as more particularly stated therein. Real Estate (Regulation & Development) Act, 2016, defines carpet area as what is stated therein. Thus, there is difference in definition of carpet area in both the laws.
12.	It is expressly agreed by and between the parties interest that the calculation of maintenance charges by the organization of the Allottee/s or the Promoter themselves shall be charged to all the unit holders on the basis of carpet area as defined in Real Estate (Regulation & Development)



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	Act, 2016.
14.	The Promoters have represented and the Allottee/s is/are aware that the Car Parking areas are available in the Stilt/Ground/Pit/Podium levels. The Promoters may give provisional permission to the Allottee/s to park their vehicle in a particular space, pending the handing over of the affairs to the Society. The Allottee/s shall till then not be entitled to park their car in any other place than the space permitted. The Permission shall be subject to the confirmation by the Society.
15.	The Allottee has paid on or before execution of this agreement a sum of Rs._____-/- (Rupees _____ Only) (not exceeding 10 % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. ____/- (Rupees _____) and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively in the following manner :- i) Rs._____-/- (Rupees _____ Only) (not exceeding 15% of the total consideration) to be paid to the Promoter on execution of the said Agreement. ii) Rs._____-/- (Rupees _____ Only) (not exceeding 20% of the total consideration) to be paid to the Promoter on completion of Plinth of the building in which the said premises is located. iii) Rs._____-/- (Rupees _____ Only) (not exceeding 6% of the total consideration) (1% each slab) to be paid to the Promoter on completion of 6 Podium Slabs of the building. iv) Rs._____-/- (Rupees _____ Only) (not exceeding 1% of the total consideration) to be paid to the Promoter on completion of the Amenity Slab. v) Rs._____-/- (Rupees _____ Only) (not exceeding 24% of the total consideration) to be paid to the Promoter on completion of all remaining 32 slabs @ (0.75 % each slab) of the building. vi) Rs._____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, of the said Premises. vii) Rs._____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of



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	Internal Plumbing of the said Premises. viii) Rs._____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of tiling work of the said Premises. ix) Rs._____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on fittings of the Doors and windows of the said Premises. x) Rs_____-/- (Rupees _____ Only) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of the internal painting and sanitary fitting of the said Premises. xi) Rs_____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of the external plumbing of the said Premises. xii) Rs_____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of the external plaster and elevation treatment of the said Premises. xiii) Rs_____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of the external plastral painting of the said Premises. xiv) Rs._____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings of the said premises. xv) Rs._____-/- (Rupees _____ Only) (not exceeding 2% of the total consideration) to be paid to the Promoter on procuring certificate for Environment Requirement, Entrance Lobby/s, Plinth Protection, paving of area appertain of the said premises. xvi) Balance Amount of Rs._____-/- (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.
17.	Without prejudice to the right of the Developer, to charge interest at the interest rate mentioned hereinbefore , and any other rights and remedies available to the Developer, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of the instalment(s) of the Sale Consideration, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement. 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



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its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. 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 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 address provided by the Allottee/s. On receipt of the Developer Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause, the Developer shall be entitled to:-

(a) (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Developer may deem fit without any reference or recourse to the Allottee/s and

(ii) the Developer shall be entitled to adjust and recover from the Allottee/s (a) pre-determined and agreed liquidated damages for losses that may accrue to the Developer, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination

(b) brokerage fees

(c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Developer Termination Notice.

(d) The amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Developer Termination Notice as aforesaid as per clause 39 herein.

Further, upon termination of this agreement, the Developer shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Developer and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Developer by the Allottee/s by registered post acknowledgement due at the address given by the



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	Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee/s is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.
18.	In addition to the aforesaid instalments of the Sale Consideration, the Allottee/s shall also be liable to bear and pay GST as applicable. The time for payment of instalments of the Sale Consideration as provided in the aforesaid clause and all the amounts including the amount for GST, etc., as applicable from time to time that the Promoters are entitled to receive from the Allottee/s as provided hereinafter, appearing in the agreement shall be the essence of this contract. Further, the Flat Allottee/s shall pay each instalment of the Sale Consideration to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-1A of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No. 16B for the same, within 15 (fifteen) working days from the payment thereof.
19.	In addition to the above, the Allottee/s further agrees to pay Goods and Service Tax (GST) as may be applicable on the transaction of sale of the said Premises under this Agreement.
20.	The Allottee/s is/are aware that the Promoters are entering into similar Agreements with several other parties in respect of other flats/premises in the said building/s containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Promoters and each Allottee/s.
21.	Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Flat or the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Allottee/s of different premises as stated herein. It is expressly understood by the Allottee/s herein that this is a slum re-development project. The transfer in favour of the Society of the Sale Component/Said Property shall be in respect of the property more particularly described in the _____ Schedule hereunder written, in accordance with Appendix 4, annexed to Regulations 33(10) of the Development Control Rules, 1991.
22.	The Promoters have informed the Allottee/s that they shall not be bound to obtain Completion Certificate from SRA. The Allottee/s shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat and will take possession of the said Flat upon the Promoters intimating the Allottee/s of they having made application for such occupation/part occupation certificate by making balance payment, and the premises is fit for use and occupation. The Certificate of the



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	Architects of the Promoters to the effect that such Application for occupation/part occupation certificate is made shall be conclusive.
23.	It is hereby expressly agreed and confirmed by the Allottee/s that the right of the Promoters to construct extra / further structure/s on the said property or any portion thereof or put up further extra / further floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Allottee/s and the Allottee/s will not in any manner object to the Promoters constructing such extra / further structures or carrying out any extra / further construction work on the said Buildings now under construction. The Allottee/s also agree/s and undertake/s to give full co-operation and all the facilities to the Promoters to carry out extra / further construction work on the building now under construction and/or construction of extra / further structures on the said property.
24.	It is expressly agreed by and between the parties hereto that the Promoters, if they so desire are entitled to amalgamate the said property with any other adjoining plot/s and construct the building or buildings thereon as permissible by the SRA/BMC and other concerned authorities even after the Society of the said Allottee/s of tenements in the said building is formed and registered until the conveyance of the said property as per law is granted to the said Society. The Society or any of its members shall not raise any objection and agree to grant their consents for the same as and when it may be required by the Promoters. The said Society shall enroll the premises Allottee/s of the buildings that may be constructed on the adjoining plots. The Promoters shall be entitled to consume FSI and other benefits of the said plot and/or adjoining plot by constructing separate buildings of any or all the plots of separate wings of the building by intermingling the FSI and/or TDR or otherwise.
25.	It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Allottee/s in respect of the said Flat agreed to be purchased by the Allottee/s, the Promoters shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property or in the building to be constructed by the Promoters. The mortgage or other encumbrances created by the Promoters shall be cleared by the Promoters on its own prior to giving possession of the said property to the proposed Co-operative Society.
26.	DISCLOSURE ON SOURCE OF FUNDS (i) The Allottee/s declares and confirms that all the payments under this Agreement made by Allottee/s shall always be from the bank account of the Allottee/s /Joint Allottee/s only. In the event of any payment being made by the Allottee/s, from any other persons account (excluding Joint Allottee/s) then the same shall be deemed to have been made by such



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	other person at the request and behest of the Allottee/s/Joint Allottee/s. It is agreed between the parties hereto that any payment made by any person other than the Allottee/s will not create any right, title or interest in the said Flat in favour of such other person. (ii) The Developer herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Developer, the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or an agency. The Allottee/s hereby indemnifies the Developer and continue to keep the Developer indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his own account or made through third party. (iii) In the event the Allottee/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale. (iv) In the event of the termination of this Agreement at the option of the Developer for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Allottee/s or Statutory Authority by the Developer subject to any terms and conditions of any order issued by any of the statutory authorities or agency.
27.	It is expressly agreed that upon such termination by the Developer, the Allottee/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Park(s) in any manner whatsoever.
28.	xi. Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted; xii. Shall not put Box grills protruding outside the external walls, or cover the flowerbed. xiii. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be



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	observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters; xiv. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said flat/premises in favour of the Allottee/s; xv. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Allottee/s shall pay a proportionate share based on the carpet area of the premises their share of water tax and Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Mumbai Municipal Corporation or any other authority by reason of any permitted use of the said premise sand road, the Allottee/s and other Allottee/s shall observe and perform all rules and regulations of Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damages; xvi. Shall maintain at his/their own costs the said flat/premises agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Central/State Government, Municipal Corporation of Greater Mumbai, any other Undertaking or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws; xvii. Shall keep the said flat/premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building; xviii. Shall not utilize the areas of Lift Lobbies or the landing and mid landings of the staircase (i.e. the restricted common areas and amenities) for making Shoe Racks or for storing any articles. xix. Shall pay to the Mumbai Municipal Corporation the necessary charges for connecting the drainage and sewerage from the said building/s and/or septic tank to the public drain and sewerage when laid or called upon by the Municipal Corporation of Greater Mumbai.
30.	On possession being taken by the Allottee/s of the said premises the Allottee/s shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Promoters regarding the said building or the said flat/premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction, materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective



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	workmanship and all such claims, contentions and objections, if any, shall be treated and deemed to have been extinguished and/or waived as the Allottee/s have been extinguished and/or waived as the Allottee/s has/have inspected the ready flat/premises and the whole property;
31.	The Allottee/s is/are informed by the Promoters that the arrangement for water supply shall be made as per prevailing rules and regulations of BMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to BMC and subject to any terms and conditions, which may be stipulated by BMC in spite of this, if any shortage of water supply occurs, the Promoters shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to BMC in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Allottee/s to the Promoters hereunder and if the Promoters shall pay the said deposits or any of them or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.
32.	The Allottee/s shall have no claim or right to any part of the said property or the Said property and also to any part or parts of the said building other than the said flat/premises agreed to be taken by him/her/them. All lobbies, staircases, shall remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided. It is expressly understood by the Allottee/s herein that this is a slum re-development project. The transfer in favour of the Society of the Sale Component shall be in respect of the property more particularly described in the _____ Schedule hereunder written, in accordance with Appendix 4, annexed to Regulations 33(10) of the Development Control Rules, 1991.
33.	The Promoters shall be entitled to give terrace adjoining to any of the flat/premises to the Allottee/s thereof for his/her/their exclusive use as "Terrace Flat," particularly on the NIL floor, and the Allottee/s of the other flat/premises shall not be entitled to raise any objection to the same.
34.	Irrespective of dispute, if any, arising and/or pending at any time between the Promoters and the Allottee/s and/or Co-operative Society or any other body all amounts, contributions and deposits including amount mentioned hereunder, payable by the Allottee/s to the Promoters under this Agreement shall always be paid punctually by the Allottee/s to the Promoters and shall not be withheld by the Allottee/s for any reason whatsoever.



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35.	The Promoters shall in respect of any amount due and payable by the Allottee/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Allottee/s without prejudice to the Promoters other rights under this Agreement and/or law. The Allottee/s shall be liable to pay to the Promoters interest as stated in clause 13 herein, per annum on any amount due and payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.
36.	The Allottee/s hereby agrees that in event of any amount payable by way of premium to the Municipality or to the State Government or betterment or development charges or assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters and the Stamp Duty and Registration Charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Allottee/s in proportion to the Area of the said flat/premises agreed to be purchased by the Allottee/s and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Allottee/s.
38.	The Allottee/s shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the Paragraph No. 41.
40.	The Allottee/s agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Promoter for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Promoters for securing the due fulfilment of the provisions hereof on the part of the Allottee/s.
41.	The Promoter alone shall have a right to make changes and alterations to the said building or any part thereof including the said flat/premises and also to raise or put up extra / further storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time either before or after transfer of the property and such right shall include the right to use the floor space index or the extra / further floor space which may be available in respect of the said Property or other land now or at any time in future or by use of TDR and as may be permitted by SRA/BMC and such extra / further Floor Space Index, changes, and alterations and extra / further structures or storeys shall always be and shall always deemed to be the sole property of the Promoters who shall be entitled to deal with or dispose of the same in any



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	way they choose without any objection or hindrance from the Allottee/s and the Allottee/s hereby consent to the same. The Allottee/s hereby agrees that he will agree to the Allottee/s of such extra / further storey or structure being made members of the Co-operative Society. The Allottee/s shall not be allowed the use of the terrace and parapet walls of the terrace and the Promoters shall have the exclusive use of the said terrace and parapet walls till the said flat/premises is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Promoters until the formation of the Society. The Agreement with the Allottee/s of the flat/premises in the said building shall be subject to the aforesaid rights of the Promoters who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard and the Allottee/s shall not be entitled to raise any objection or to seek any reduction in the price of the flat/premises agreed to be acquired by the Allottee/s and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Allottee/s hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Allottee/s to the Promoters to enable the Promoters to make any changes and alterations and/or to raise extra / further storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by SRA/BMC and the Allottee/s hereby further agrees that after the proposed Co-operative Society is registered, the Allottee/s as members of such Society shall accord his/her consent to such Society for giving to the Promoters and give full facility, assistance and co-operation to enable the Promoters to make the said changes and/or alterations and/or extra / further storey or storeys or structures as aforesaid and to make the said extra / further storey or storeys or structures which may be constructed by the Promoters and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Allottee/s hereby consent to the same being done by the Promoters PROVIDED that as long as the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Allottee/s the Promoters shall always be entitled to sell, assign and otherwise deal with or dispose of their rights, title and interest in the said land hereditaments and flat/premises and the building under construction and/or hereafter to be erected thereon.
42.	Notwithstanding what is stated above, it is agreed that on the Flat Allottee/s committing default in the payment of the consideration amount or any other amount which becomes due and payable by the Flat Allottee/s to the Developer under the terms and conditions of this Agreement, including his/her proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Flat Allottee/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled, at its own option, to give to the



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	Flat Allottee/s 15 (Fifteen) days' notice in writing to remedy the breach and in the event of the Flat Allottee/s failing to remedy the breach within the said period of (Fifteen) days, to terminate the Agreement forthwith PROVIDED HOWEVER that upon termination of this Agreement as aforesaid, the following consequences shall follow- (a) the Flat Allottee/s shall cease to have any right or interest in the said flat or any part thereof; (b) the Developer shall be entitled to sell the said flat to such other person or party or in such other manner deal with the said flat, as the Developer may deem fit, at such consideration and on the terms and conditions as Developer may in its/their absolute discretion deem fit; (c) On the realization of the sale consideration from the new Allottee/s of the said flat the Developer shall refund to the Flat Allottee/s the amount paid by the Flat Allottee/s to the Developer in pursuance of this Agreement after deducting therefrom – i) 5% (Five percent) of the purchase price i.e. the earnest money of the said flat (which is to stand forfeited to the Developer. ii) The taxes and outgoings, if any, due and payable by the Flat Allottee/s in respect of the said flat upto the date of termination of this Agreement. iii) The amount of interest payable by the Flat Allottee/s in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid. iv) In the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and v) The costs incurred by the Developer in finding a new buyer for the said flat. (d) The Developer shall, in the event of any shortfall, be entitled to recover the said amounts from the Flat Allottee/s. The Developer shall not be liable to pay to the Flat Allottee/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Flat Allottee/s in full and final satisfaction of all his/her/their claims under this Agreement and/or in or to the said flat. (e) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoters shall in any case not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty,
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	Registration Fees etc. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Allottee/s agree that receipt of the said refund by cheque from the Promoters by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it has intended to terminate this Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days of such notice.
43.	The Promoter shall offer the possession in the manner stated hereinafter :- Upon obtaining the Occupancy Certificate from MCGM/SRA and upon payment by the Allottee/s of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Said Premises to the Allottee/s in writing ("Possession Date"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project. The Flat Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice. Upon receiving the Possession Notice from the Promoter, the Flat Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertaking and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided hereinabove, such flat Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable as shall be decided by the Promoter. (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/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 Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until lease/conveyance being executed and registered with the Federation/Society/Condominium, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till



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	the Allottee's share is so determined by the Promoter, the Allottee/s shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Lease/conveyance is duly executed and registered. On execution of the lease, conveyance the aforesaid deposit less any deductions as provided for in this Agreement shall be paid over the Promoter to the Apex Body and/or the Society.
46.	Notwithstanding payment towards maintenance, charges and other outgoings as provided in item (II) of clause 41, hereto, the Allottee/s shall, however, continue to be liable to pay monthly outgoings as provided in _____ Schedule hereto. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Allottee/s out of the said deposits / corpus funds and the balance of the said deposit and or any other monies shall be transferred to the proposed society to the credit of the Allottee/s at the time of the transfer of the said property.
47.	Over and above payment of professional charges for forming the proposed Co-operative Society for preparing Conveyance and other documents in favour of such proposed Co-operative Society or for submitting the same, as per the law, as provided herein, the Allottee/s shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of such Society or for execution of Apartment Deeds in favor of the Allottee/s and/or any additional professional charges payable for the same. The Promoters shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Promoters Advocates.
48.	If after the possession of the said flat/premises offered to the Allottee/s any additions or alterations, in or about or relating to the said building or any part thereof are at any time is required to be made as per any requirement of the Government, Municipality or any Statutory, Public or Local Authority, the same shall be the responsibility of the Allottee/s and all other Allottee/s of the said flat/premises in the building and the same shall be carried out by the Allottee/s in the said building at their costs and expenses and the Allottee/s and other such Allottee/s shall bear and pay the said in the proportion of the area of their respective flat/premises and shall be liable for and shall bear all consequences of delay or default in that behalf including any fine, penalty, action or proceedings and costs, damages and expenses or injury which may be occasioned in that behalf and the Allottee/s shall bear and pay his/her/their share of contribution thereof immediately on demand. The Promoters shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the aforesaid consequences or to bear, pay or contribute anything in that behalf.



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53.	The Allottee/s shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of his flat/premises or part thereof not assign, let or part with his/her/their interest under or the benefit of this Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Promoters are paid and only if the Allottee/s has/have not been guilty of breach or non-compliance with any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.
54.	Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Allottee/s and the Promoters shall be entitled to enforce the performance of this Agreement.
55.	If the Allottee/s neglects, omits or fails for any reason whatsoever to pay to Promoters any of the amount due and payable by the Allottee/s under the terms and conditions of this Agreement within the time herein specified or if the Allottee/s shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to them, the Promoters shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and consequences as stated in Clause 39 herein, shall follow.
57.	After the construction of all the buildings is completed and all the tenements in the said building are sold and disposed off and after the Promoters have received in full the dues payable to them under the terms of this Agreement and the Agreement with various Allottee/s the Promoters shall as the portion on which the Sale Building is proposed to be constructed/developed, being the part of the First Property, the ownership whereof vests with GOVERNMENT shall cause the GOVERNMENT to execute a conveyance under guidelines for the implementation of Slum Rehabilitation Schemes in Greater Mumbai as published by the Government of Maharashtra.
61.	All letters, receipts, and/or notices issued by the Promoters and dispatched under certificate of posting to the address of the Allottee/s shall be sufficient proof of receipt of the same by the Allottee/s and shall fully and effectually discharge the Promoters.
63.	The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. XV of 1971) Maharashtra Apartment Ownership Act, 1970, or the Companies Act, 1956 and Real Estate (Regulation & Development) Act, 2016 whichever may be adopted by the Promoters and the rules made thereunder as the case may be or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Allottee/s shall



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	himself/herself/ themselves take the steps at his/her/their own cost for getting this Agreement registered with the Sub-Registrar of Assurances, Mumbai and the Promoters shall attend the office of the Sub-Registrar of Assurances, Mumbai for admitting execution upon receipt of the information in writing from the Allottee/s. The Allottee/s will bear and pay the costs of registration charges, stamp duty etc. The Allottee/s shall lodge this Agreement for registration within one month from the date hereof. Till this Agreement is not registered, the Promoters shall not be bound to hand over possession of the said flat/premises to the Allottee/s.
64.	In the event the Promoters submit the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Allottee shall whenever called upon by the Promoter execute the Deed of Apartment duly prepared and executed by the Promoter herein and attend the office of the Sub-Registrar of Assurances to register the said Deed of Apartment.
65.	The Deposits and moneys paid by the Allottee/s to the Promoters as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Promoters only to the Co-operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.
66.	It is hereby agreed that the Promoters will be entitled to sell the flat/premises, in the said building for the purpose of using the same as Banks, Dispensaries, Nursing Homes and/or Maternity Home, Coaching Classes and for other business purpose and the Allottee/s shall not object to the user of the said flat/premises for the aforesaid purpose by the Allottee/s thereof.
67.	The Allottee/s agree/s and undertake/s to pay to the Promoters all outgoing, maintenance charges and taxes allocable to the said flat/premises proportionately and on that account shall pay to the Promoters every month provisional sum of Rs_____/ - (Rupees _____ Only) for the premises on account of and towards the aforesaid outgoing along with maintenance charges and taxes of the building from the date of receipt of the notice to take possession being offered to the Allottee/s until the property is transferred to a Co-operative Society Limited. The Promoters shall be entitled to claim enhanced amount towards monthly payment of outgoing, maintenance charges and taxes, if the total outgoing payable exceed the amounts payable by the Allottee/s as provided herein. It is expressly understood by the Allottee herein that this is a slum re-development project. The transfer in favor of the Society of the Sale Component/Said Property shall be in respect of the property more particularly described in the ____ Schedule hereunder written, in accordance with Appendix 4, annexed to Regulations 33(10) of the Development Control Rules, 1991.



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69.	In the event of any portion of the said property being required by the Adani Energy Limited or such other power supply company for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the said Adani Energy Limited or any other body for such purpose on terms and conditions as the Promoters may think fit.
70.	The Promoters shall hand over possession of the said Property/Sale Component as described in the _____ Schedule to the condominium/Co-operative Society or any other body viz. company etc. to be formed by all the Allottee/s, upon all the tenements having been sold and the Promoters having received full purchase price from all the Allottee/s in all the buildings to be constructed over the said Property.
71.	It is expressly agreed by the Allottee that any amount payable on account of GST or such other applicable taxes shall be borne and paid by the Allottee alone over and above the consideration and the other sums payable under this Agreement. Any increase in SRA/BMC Tax namely taxes imposed by the Assessment and Collection Department of SRA/BMC etc. shall be borne and paid by the Allottee/s alone.
72.	The Allottee/s are aware that as per present statute, Service Tax/VAT/GST/LBT are leviable/applicable on the Sale Consideration herein and consequently the amount of each instalment payable by the Allottee/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertakes(s) to pay the amount of the Service Tax/VAT/GST/LBT along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of Service Tax/VAT/GST/LBT by the Allottee/s to the Promoters, the Allottee/s shall be liable to pay interest the rate of 18% on all delayed payments of the aforesaid taxes from the due date till the date of payment thereof or the rate levied by the authorities, whichever is higher. The Promoters shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST along with the interest applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST/LBT.
74.	(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Flat Allottee/s on the Possession Date, then the Allottee/s shall be entitled to either of the following :- (a) call upon the Promoter by giving a written notice by Courier/Email/Registered Post A.D. at the address provided by the Promoter ("Interest Notice") to pay Interest Rate at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon 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 Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the



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	Allottee/s. (b) The Flat Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/Email/Registered Post AD at the address provided by the Promoter ("Flat Allottee/termination Notice"). On the receipt of the Allottee/termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("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. On such repayment of the amounts by the Promoter, the Flat Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.
76.	The Promoters shall in respect of any amount due and payable by the Allottee/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Allottee/s without prejudice to the Promoters other rights under this Agreement and/or laws. The Allottee/s shall be liable to pay to the Promoters interest at the rate as stated in Clause 13, per annum on all amounts due and payable by him/her/them to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.
77.	If the Allottee/s neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoters any of the amount due and payable by the Allottee/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Allottee/s shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to herein, the Promoters shall be entitled to re-enter upon and resume possession of the said flat/premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Allottee/s shall stand forfeited and the Allottee/s shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Allottee/s or any part thereof and the Allottee/s hereby agree to forfeit all his/her/their right, title and interest in the said Flat/Parking Space and all amounts already paid and in such event the Allottee/s and/or his/her/their nominee or nominees shall also be liable to immediate ejectments as trespassers and the right given by this clause to the Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Allottee/s PROVIDED THAT if the Agreement is terminated by the Promoters in



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	pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said flat/premises to any third party at the risk of the Allottee/s and to appropriate and forfeit the purchase price and/or the amount paid by the Allottee/s to the Promoters.
80.	It is specifically agreed, admitted and confirmed by the Allottee/s that on execution of the Agreement as aforesaid, all promotional materials like brochures, representations through web sites and other publishing materials shall stand withdrawn and this Agreement shall be the sole repository of the relations between the parties hereto. The amenities as mentioned herein shall only be given by the Developers and not as per the promotional materials.

For M/S. AVA LIFESPACES PRIVATE LIMITED

Director
Mr. Rajesh Yadav
Date: 11/11/2024