

DEVIATIONS/MODIFICATIONS IN THE PROFORMA OF THE AFS AS PROPOSED BY THE PROMOTER AND THE MODEL FORM OF AFS IN COMPLIANCE OF CLAUSE (g) OF SUB-SECTION 2 OF SECTION 4 OF THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016 ARE METIONED HEREUNDER:

Date: 08.03.2024

Sr. No.	Deviations in the AFS as proposed by the Promoter	Clauses & Page No. under the AFS as proposed by the Promoter
1.	The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of its right, title and interest in the Project Land, Project and the said Apartment (alongwith covered parking, if applicable) and the Allottee/s has/have taken full, free and complete disclosure of the right, title and interest of the Promoter to the said Project Land, Project and the said Apartment (alongwith covered parking, if applicable). The Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the	Page 7 Clause X(1)

	Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following: i. Nature of the right, title and interest of the Promoter to the said Project Land/Project and the development of the Project Land/Project and the encumbrances thereon, if any; ii. The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Project, and the floor plan of the said Apartment; iii. Particulars of fixtures, fittings and specifications proposed to be provided in the said Apartment; iv. FSI utilized and/or to be utilized in the Project; v. The Approvals to be obtained, in relation to the Project; vi. Nature of responsibilities of the Promoter and Allottee/s under this Agreement; vii. The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, taxes, maintenance and outgoings;	
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	viii. The nature of the right, title and interest of the Allottee/s in the said Apartment (alongwith covered parking, if applicable) hereby agreed to be created.	
2.	The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have independently investigated and conducted legal and technical due diligence in respect of the Project and the said Apartment (alongwith covered parking, if applicable) and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirms that the Allottee/s has/have been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Project and the said Apartment (alongwith covered parking, if applicable) and do/doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirm/s that the Allottee/s has/have agreed to purchase the said Apartment based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial	Page 8 & 9 Clause X(2)

	advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction under the present Agreement.	
3.	It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the Apartment (alongwith covered parking, if applicable) agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.	Page 9 Clause X(3)
4.	The Sale Consideration and Other Charges, maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the construction of and carrying out of the Project and/or with respect to the said Apartment and/or Parking Space/s (if applicable) and/or this Agreement and amounts payable by the Allottee/s in respect of the said Apartment and/or Parking Space/s (if applicable) towards legal charges, maintenance charges of the Project and for such facilities/infrastructure forming part of the Project, society formation and	Page 12 Clause 1(e)-(i)

	share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable/payable in future) including 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 Parking Space/s (if applicable) or on this instrument, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or by Promoter against any authority/ies or third party on account of such liability arising out of non-payment of the aforesaid amounts/ taxes by the Allottee /s.	
5.	It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s alone shall bear and pay the same to	Page 13 Clause 1(e)-(ii)

	the Promoter or such concerned authority forthwith on demand and the Promoter shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/ Agreement or any other instrument in connection herewith. The Allottee/s shall at all times hereafter keep the Promoter indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.	
6.	The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner including the following: (i) Towards Cheque Dishonour Charges in case of dishonour of any Cheque issued by the Allottee/s. (ii) Towards Interest due as on the date of payment; (iii) Towards costs and charges for enforcement of this Agreement and to recover total consideration, all taxes, dues payable as envisaged under this Agreement, any administrative and legal expenses incurred by the Promoter due to delay in payment on the part of Allottee/s and consequential action required required to be undertaken by the Promoter; (iv) Towards outstanding dues including total	Page 14 Clause 1(h)-(i)

	consideration amount in respect of the Apartment alongwith covered Parking (if applicable) under this Agreement. Under any circumstances, no express intimation or communication by the Allottee/s, with regard to appropriation of the payments made hereunder shall be valid or binding upon the Promoter.	
7.	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 Third Schedule hereunder written. The cheques issued by the Allottee/s in favour of the Promoter are subject to realisation. 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 (alongwith covered Parking, if applicable), the Allottee/s undertake/s 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 Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Third Schedule shall not be treated as payment towards Sale Consideration in respect of the said Apartment (alongwith covered Parking, if applicable). The Promoter shall be entitled to	Page 14 & 15 Clause 1(i)

	change the account (as set out in the Third Schedule) by giving a written intimation 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.	
8.	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 furnish Challan to the Promoter evidencing deposit of applicable TDS and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed form for the same within the statutory period. In the event of any error committed 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 Challan evidencing deposit of TDS and 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 fail/s to produce the Challans as aforesaid and Original TDS Certificates for all the	Page 15 & 16 Clause 1(j)

	payments made by the Allottee/s before taking possession of the said Apartment (alongwith covered parking, if applicable) 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 fail/s 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 indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter. The Allottee/s agree/s and confirm/s 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, the Promoter shall be entitled to	
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	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.	
9.	Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan"). The Promoter shall raise Demand/Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment as more particularly set out in the Payment Plan (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, the time being the essence of the contract.	Page 17 Clause 2.2

10.	If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s on or about the Possession Date (subject to Force Majeure Events as stated herein), only in that event, the Allottee/s shall be entitled to either: (i) 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"). It is clarified that except for the failure of the Promoter to hand over 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 stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s' Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s subject to settlement/adjustment of the Bank loan, if any, availed by the Allottee/s from any Bank/ Financial Institution (FI) against the mortgage / security of the said Apartment and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("Interest Rate") to be computed from the date the Promoter received Allottee/s' Termination Notice. Provided that the Allottee/s shall collect the refund of	Page 18 & 19 Clause 4.1 (i)
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balance, if any, of the Sale Consideration (paid to the Promoter till the date of receipt of Allottee/s' Termination Notice) and interest within 60 (Sixty) days from the date of receipt of Allottee/s' Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement. It is agreed that if the Allottee/s do/does not settle the bank loan 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 Slot/s, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion.

OR

(i) Call upon the Promoter by giving a written notice by Courier or E- mail or Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the Interest Rate for every month of delay from the Completion Date, on the Sale Consideration or part thereof paid by the Allottee/s till the date of Interest Notice. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Apartment by the Promoter to the Allottee/s;

11.	In case the Allottee/s elect/s his remedy under Clause 4.1(i) above then in such a case the Allottee shall not be entitled to the remedy under Clause 4.1 (ii) above and vice-versa, save and except as deemed fit by the Promoter.	Page 19 Clause 4.1(ii)
12.	If the Allottee/s fail/s to make any payments on the due date as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.	Page 19 Clause 4.1(iii)
13.	If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoter; Provided further that the Allottee/s shall not carry	Page 21 & 22 Clause 7.4

	out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/ Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoter, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment / Project by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:	
14.	That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Apartment / Project and in the workmanship executed taking into consideration of the clauses of this Agreement.	Page 22 Clause 7.4 (a)
15.	That, it shall be the responsibility of the Allottee/s to maintain the said Apartment and the Building in a proper manner and take all due care needed	Page 22 & 23 Clause 7.4

	including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage;	(b)
16.	That, further where the manufacturer's warranty on any product/amenity provided in the said Apartment / Project or Car Parking Slot/s (if any) ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society shall ensure that annual maintenance contracts are done/renewed from time to time;	Page 23 Clause 7.4 (c)
17.	That, the Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the Project Amenities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;	Page 23 Clause 7.4 (d)
18.	That, the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not	Page 23 Clause 7(e)

	amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.	
19.	The said Car Parking Slot/s, if allotted, shall be 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 Slot/s, by the Promoter and shall pay such outgoings in respect of the said Car Parking Slot/s as may be levied by the Promoter. Further, the Allottee/s agree/s not to dispute about the location, dimension/size, etc. of the said Car Parking Slot/s and/or the suitability thereof at any time in future and undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the Car Parking Slot/s if any allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Slot/s (if any) shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Slot/s (if any) will tantamount material breach of the terms of this Agreement. For such breach, the Promoter/s shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the Car Parking Slot/s (if any) as may be decided by the Promoter or the Society from time to time.	Page 23 & 24 Clause 8(i)
20.	The obligation of the Promoter to maintain Car Parking Slot/s shall be limited to the extent of the	Page 24

	warranty period or until offering in writing to hand over the management of the Project to the Society, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Slot/s (if any) for any reason whatsoever.	Clause 8(ii)
21.	The Allottee/s shall, along with other allottees of premises in the Project, join as member of New Housing Society Ltd. to be formed ("Society") under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules, Bye laws thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Project in which the allottees of the premises in the Project alone shall be joined as members and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to forward the same to the Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall be entitled, but not obliged to, join as a member of the Society in	Page 24 & 25 Clause 9

	respect of unsold premises in the Project, if any.	
22.	The Promoter shall, within three months of receipt of Occupancy Certificate/Building Completion Certificate as aforesaid, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated, subject to the Promoter's right to dispose of the unsold Premises in the Project, if any. Upon the Promoter offer to hand over management of the Project to the Society, the Society shall be responsible for the operation, maintenance and supervision of the Project including the common areas, facilities and amenities and the Promoter shall not be responsible for the same. Post execution of the Society Transfer, the Promoter shall continue to be entitled to such unsold apartments and to undertake the marketing etc. in respect of such unsold apartments. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold apartments in the Project, save and except the municipal taxes at actuals (levied on the unsold apartments).	Page 25 & 26 Clause 9(9.3)
23.	Facility Manager: The Promoter shall have the right to undertake upkeep and maintenance of the Project and the Amenities in the Project and in this regard shall	Page 26 & 27 Clause 9.5 (i)

	have the right to enter into contract, agreement with any third party / vendors/ agency for the purpose of maintenance and upkeep of the Project and the Amenities in the Project in full or in part and such decision shall be final and binding upon the Allottee/s. Tenure of Facility Manager shall be until the Promoter offer to hand over the management of the Project to the Society and/or until such other period as may be decided by the Promoter. Upon offering to hand over management of the Project to the Society, the Society shall be liable to undertake the maintenance of the Project/Wing and Amenities in the Project or any part thereof. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Project and /or the Amenities in the Project 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.	
24.	The Promoter shall have the right to designate any space on the said Property and/or the Project or any part thereof to third party service provider/s and/or vendor/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Project.	Page 27 Clause 9.5 (ii)
25.	Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person/company ("Facility Manager") to manage the operation and maintenance of the Project, common amenities	Page 27 Clause 9.5 (iii)

	and facilities in the Project. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager. The cost incurred in appointing the Facility Manager shall be borne and paid by the allottees/residents/occupiers in the Project including the Allottee/s herein of the said Apartment in the manner as may be determined by the Promoter. The Allottee/s agree/s that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards charges payable to Facility Manager as determined by the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance and management of the Project shall be borne and paid by the Allottee/s/occupants/residents of the said Apartment in the Project;	
26.	The Allottee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be framed by the Promoter and/or the Facility Manager including without limitation, payment of the Allottee/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 Amenities in the Project. The Allottee/s shall be liable to pay or reimburse the Promoter in respect of the upkeep and maintenance of the common areas, facilities and amenities of the Project and ad-hoc maintenance	Page 28 Clause 9.5 (iv)

	Charges to be collected from the Allottee/s as mentioned in this Agreement shall be inclusive of administrative charges which will be upto __% of total cost for upkeep and maintenance of the common areas, facilities and amenities of the Project. At the time of handing over the said New Building to the Society, the Promoter shall hand over the charge and consolidated Statement of Accounts to Society and shall not render accounts to individual allottees/purchasers or members of the Society. After such handover the Promoter shall not be responsible for the upkeep and maintenance of the New Building/ Project. The Promoter shall have right to terminate and/or replace vendors/service providers in their sole discretion.	
27.	It is expressly agreed by and between the Parties that the Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the services rendered and/or utilities availed from the service provider/s and/or the vendor/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 vendor/s and/or the service provider/s in this regard or even otherwise with respect to the services provided by the service provider/s and the utility availed from the vendor/s. Further, the Promoter shall not be liable for any warranty or guarantee offered by	Page 28 & 29 Clause 9.5 (v)

	such vendors and/or service providers for any product or services, it will be strictly between the Allottee/s and such vendor and service provider.	
28.	The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the amounts ("Other Charges") as set out in Fifth Schedule hereto. The amounts mentioned in the Fifth Schedule, shall be accounted only to the Society and not to the Allottee/s individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Fifth Schedule to the bank account of the Promoter, as detailed in the Fifth Schedule hereunder written or as may be prescribed by the Promoter. For the purposes of this clause, the expression "Promoter" includes its nominee.	Page 29 Clause 10
29.	Property Taxes: The Property Tax as determined from time to time shall be borne and paid by the Allottee/s after receipt of Occupation Certificate separately from any other Consideration/levy/charges/Maintenance Charges, etc.	Page 29 Clause 11 B(i)
30.	The Allottee /s undertake/s to make payment of the estimated Property tax alongwith the Maintenance Charges as mentioned in this agreement.	Page 29 Clause 11 B(ii)
31.	In the event of a shortfall between the amount deposited with the Promoter by the Allottee/s towards Property Tax and the demand raised by	Page 29 & 30

	the authorities (Shortfall Amount), the Promoter shall inform the Allottee/s of such shortfall and the Allottee/s shall be liable to ensure that the same is paid to the Promoter within 7 (seven) days of receipt of intimation from the Promoter, failing which the Allottee /s shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoter shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the Allottee/s.	Clause 11 B(iii)
32.	The Allottee/s shall, before delivery of possession of the said Apartment, pay to the Promoter such amounts (other Charges) as mentioned in the Fifth Schedule herein.	Page 30 Clause 12A
33.	It is agreed that 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 said Apartment of the 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 not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities	Page 35 Clause 14(xiii)

	in the said Apartment or in the 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- "____", Annexure-"____" and Annexure- "____" hereto.	
34.	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.	Page 35 Clause 14(xiv)
35.	xv. Not to affix any fixtures or grills on the exterior of the Project for the purposes of drying	Page 36

	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 said New Building. 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 / it's the said 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.	Clause 14(xv)
36.	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 Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or	Page 36 Clause 14(xvi)

	outer look of the Apartment/ Project.	
37.	To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities.	Page 36 Clause 14(xvii)
38.	Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project and not to cover / enclose the planters, ducts and service slabs or any of the part of the building within the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Project or do any act to affect the FSI potential of the said Property.	Page 36 & 37 Clause 14(xviii)
39.	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	Page 37 Clause 14(xix)

	within the said Apartment or of any damage caused to the said Apartment or the Project on account of such renovation / repair.	
40.	Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities.	Page 37 Clause 14(xx)
41.	Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment / the Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities. Not to change the façade or outer look of the Apartment / Project.	Page 37 Clause 14(xxi)
42.	To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the 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 Project on the said Property and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.	Page 37 Clause 14(xxii)

43.	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 Project), for the purpose of maintenance, management and up-keep of the 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.	Page 37 & 38 Clause 14(xxiii)
44.	The Allottee/s agree/s 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 Project or the Promoter or its directors, 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.	Page 38 Clause 14(xxiv)
45.	xxv. The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the 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. The Promoter shall have the right to inspect the said Apartment at all times	Page 38 Clause 14(xxv)

	and also to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee 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.	
46.	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 Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the 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 Project.	Page 38 Clause 14(xxvi)
47.	The Allottee/s shall not display at any place in the Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards etc. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Project or common area therein or in any other place or on the window, doors and corridors of the Project.	Page 38 & 39 Clause 14(xxvii)
48.	The Allottee/s shall not affix, erect, attach, paint or caused to be affixed, erected, attached, painted or exhibited in or about any part of the Project or the exterior wall of the said Apartment/ Project or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air	Page 39 Clause 14(xxviii)

	conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in such manner, position and standard design laid down by the Promoter.	
49.	The Allottee/s shall not park at any other place and shall park his/her car in the Car Parking Slot/s, if any, allocated to the Allottee/s.	Page 39 Clause 14(xxix)
50.	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.	Page 39 Clause 14(xxx)
51.	The Allottee/s shall permit the Promoter and his surveyors and/or agents and /or authorized representatives with or without workmen and others at reasonable times to enter into the said Apartment or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Apartment or the Project. The Allottee/s is aware that the main water/drainage pipes of the Project may pass through certain areas within the said Apartment. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Apartment, and/or permanently cover/conceal such areas within the	Page 39 & 40 Clause 14(xxxi)

	said Apartment, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter, its workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Apartment for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/their express consent for the same.	
52.	The Allottee/s is aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Apartment, flats and apartments, garages and allocate the car parking slot/s forming part of the Project and the Allottee/s undertakes that he/she shall not be entitled to raise any objection with respect to the same.	Page 40 Clause 14(xxxii)
53.	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.	Page 40 Clause 14(xxxiii)
54.	The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property / Project in perpetuity.	Page 40 Clause 14(xxxiv)
55.	The Promoter shall have option to hand over possession of the said Apartment even prior to completion of the Amenities in the Project. The Allottee/s agrees to take possession of the said	Page 40 Clause 14(xxxv)

	Apartment in terms of Possession Notice. The Allottee acknowledges that the Amenities in the Project shall be operational and would be handed over to the Society only after completion of the Project in full and receipt of occupation certificate in respect thereof. The Promoter reserves its 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.	
56.	The Allottee/s is/are aware that various other allottees/purchasers have chosen to buy Apartment in the Project with the assurance that the conduct of all users of the Project shall be appropriate and in line with high standards of social behaviour. Similarly, the Promoter has agreed to sell this Flat to the Allottee/s on the said Apartment that the Allottee/s shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other allottee/s / purchasers in the project and/or the Promoter or the development. Any allottee/s / purchasers who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.	Page 40 & 41 Clause 14(xxxvi)
57.	The Allottee/s agree/s and undertake/s to not, in any manner, impede and to prevent, to the best of his/her/their ability, all other allottees/purchasers of apartments in the building and/or project from impeding, the ability of the Promoter or its representatives to enter into the	Page 41 Clause 14(xxxvii)

	New Building/ Project and /or the said Property (or any part thereof) for the purposes of showing any unsold apartments to Prospective Purchasers or brokers and or showing the Building / Project to investors or other 3rd parties and / or in general for any marketing, promotional, photographic or other legitimate purpose of the Promoter.	
58.	xxxviii. Further the Allottee/s also confirms that she/he is aware that the building to be constructed with deficient open space and deficient aisle space for two ways and MCGM and/or the Promoter will not be held liable for the same in future. The Allottee/s further undertake that he/she/they will not object the development of neighbourhood property with deficient open space in future and she/he/they hereby indemnify and keep indemnified in that behalf;	Page 41 Clause 14(xxxviii)
59.	Till a conveyance/handing over of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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 said Building or any part thereof to view and examine the state and condition thereof.	Page 41 Clause 14(xxxix)
60.	The Allottee/s hereby represents and warrants to the Promoter that: a. he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise;	Page 41, 42, & 43 Clause 14A

	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 or any person is appointed in the case of the Allottee/s or 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	
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	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 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. k. The Allottee/s hereby confirm/s that he/she/they has/have carefully gone through the terms and conditions of this Agreement and/or the same has been explained to him/them by his/her advocates. The Allottee/s has/have signed and executed this Agreement out of free will and volition, without any pressure, undue influence, coercion or threat of any nature whatsoever.	
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61.	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, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to	Page 43 & 44 Clause 14B
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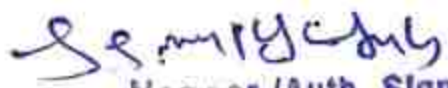
	be sold to him.	
62.	The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the Utility Providers (i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption) for supplying of these utilities to the allottees in the Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agree/s 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. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.	Page 44 & 45 Clause 17A
63.	The Allottee/s hereby nominates the persons as set out in the Third 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	Page 45 Clause 17B

	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 / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.	
64.	Mortgages of the Apartment: It is agreed that the Allottee/s shall be entitled to avail housing loan from a Bank/Financial Institution and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such Bank/Financial Institution with the prior written consent of the Promoter. The Promoter will grant it's 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	Page 45 & 46 Clause 17C

	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.	
65.	BORROWINGS BY THE PROMOTER: Subject to terms and conditions of these presents, the Allottee/s agree/s that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the development rights, the said Project or the flats/ units/ apartments proposed to be constructed in the 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 (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	Page 46 Clause 17D

	in any manner whatsoever (financial or otherwise).	
66.	SIGNAGE/HOARDING/BOARD: The Promoter shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever on the Project Land or new Building. The Promoter shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form ("Sign Board") on the Project and on the roof top/terrace or any such common areas of the Project. The Promoter or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee/s shall not directly or indirectly obstruct the same. The Promoter shall have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society/flat purchasers/occupants.	Page 46 & 47 Clause 17E

NAME: Mr Ismail Yakub Payak
For STAR SHINE


Member /Auth. Sign.

SIGNATURE:

(of the Promoter/Authorized Signatory

of M/s. Star Shine)