

Date: 12/06/2024

To,
Chairperson of MAHARERA,
Bandra (E), Mumbai.

Sub: - Details of deviations with respect to the proforma of the Agreement in relation to the Project known as Alliance Vista.

Respected Sir,

With reference to the above-mentioned subject, the details of deviation / modification with respect to proforma of the Agreement in relation to the Project known as Alliance Vista are as follows;

Sr. No.	Clause no & Page No.	Clause Deviated / Modified in Allotment Letter
1)	Clause no. 2.1, Pg no. 8	<p>The Promoter is constructing the New Building on the Land as more particularly described in the First Schedule hereunder written, in accordance with the plans, specifications and designs approved by the MCGM or other appropriate local authority from time to time, consisting of ground + ____ upper floors on the said project Land, which, the Allottee/s have seen, verified and approved.</p> <p>PROVIDED that if such variations and modifications relate to any addition or alteration in the Apartment or common areas, then, the Promoter shall, before carrying out such addition or alteration, obtain prior consent of the Allottee/s as required under RERA, except any alteration or addition required by any Government Authorities, or due to change in law, or any change</p>

		as contemplated by any of the disclosures already made to the Allottee/s.
2)	Clause no. 2.2, Pg no. 8	The Promoter shall be fully entitled to make such minor additions and alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.
3)	Clause no. 4.4, Pg no. 9	Notwithstanding anything to the contrary contained herein, the Promoter shall also have the absolute, exclusive and full right, authority to sell, transfer and/or assign the residual FSI, if any (by whatever name called) at its sole discretion after completion of the development on the Land and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever.
4)	Clause no. 5.3, Pg no. 11	The Total Consideration shall be exclusive of GST for this Agreement and “ Other Charges ” specified in the Fifth Schedule hereunder written. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods & Services Tax (“ GST ”) shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Allottee/s shall be solely liable and responsible for payment thereof.
5)	Clause no. 5.5, Pg no. 11	In case the Allottee/s do not pay any instalment(s) that are due, within 7 (seven) days from the date of the Promoter intimating them of the completion of any particular stage, then the Allottee/s shall be considered to have defaulted and shall be liable to pay Interest at the rate of interest is prescribed under

		the RERA Rules, which is 2% above State Bank of India's marginal cost of lending rate (" Interest Rate "), on the outstanding amount that is due, from the date of default till the date of payment and/or realization.
6)	Clause no. 5.7, Pg no. 12	The Allottee/s agree and declare that, in the event, the Allottee/s intend/s to procure any loan or financial assistance for purchasing the Apartment, then, the Allottee/s shall ensure that such Bank/s or Financial Institution makes payment in terms of the Payment Schedule regularly and punctually and any delay in such payment by the Bank/s or the Financial Institution shall amount to a material breach of the terms and conditions of this Agreement and the consequences mentioned in this Agreement shall accordingly follow. Without prejudice to the generality of the foregoing, interest shall be applicable in case the Allottee/s has procured any loan or financial assistance from any Bank/s or Financial Institution/s for purchasing the Premises and there is a delay or failure in disbursement of any instalment by the Bank/s or Financial Institution/s.
7)	Clause no. 5.8, Pg no. 12	It is clarified, however, that on the Promoter cancelling the allotment of the Premises and termination of this Agreement, the Promoter, shall first offer the return of the balance of the refund amount to the Bankers/Financial Institution who had disbursed the amount from the sanctioned limit and refund the same to such Bankers/Financial Institution against return of the Original of this Agreement duly cancelled and against execution and registration of necessary writing/ documents and the balance, if any, of such refundable amount shall be refunded to the Allottee/s.

8)	Clause no. 5.9, Pg no. 12	Dishonour of any cheque/s shall be treated as a default on the part of the Allottee/s by the Promoter and the Promoter will be entitled to take recourse available to them under this Agreement or the RERA or any other law, unless the dishonoured payment is paid by the Allottee within 24 (twenty-four) hours from the date of dishonour.
9)	Clause no. 5.10, Pg no. 12 & 13	The Total Consideration shall be paid only to the Promoter and all payments shall be made by way of demand drafts, pay orders, cheques, RTGS, or NEFT. The Allottee/s is/are aware that the Allottee/s is/are required to deduct tax at source ("TDS") in accordance with the applicable rates as per the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that, the deduction made in the amount paid by the Allottee/s to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee/s submitting the original tax deduction at source certificate and provided that, the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that, if at the time of taking possession of the Premises, if any such certificate is not produced, the Allottee/s shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate within 4 (four) months from the Allottee/s taking possession of the premises. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee/s.

10)	Clause no. 5.11, Pg no. 13	The Allottee/s hereby undertakes to pay the amount of the GST along with each instalment. The Promoter shall not be bound to accept the payment of any instalments unless the same is paid along with the amount of the GST applicable thereon and the Allottee/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. In case of any delay or failure in making the payment and/or taxes as aforesaid, the Allottee/s shall be liable to pay the interest and/or any penalty levied by the concerned authority/authorities in respect thereof, and the same shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and shall entitle the Promoter to forfeiture of the amounts paid hereunder, if such payment is not accompanied with the applicable GST, at the rate as more particularly mentioned in the clause __ herein under. The Total Consideration is exclusive of legal charges, development charges, betterment charges, taxes, levies, duties, cesses, etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including amendment to Goods and Services Tax (GST) and/or all other indirect taxes/duties, impositions applicable levied in present or in future by the Central and/or State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/or in respect of the Apartment and/or in respect of the transaction contemplated herein shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof
11)	Clause no. 5.12, Pg no. 14	If on account of any change/modification/amendment in the present statute or laws or rules and policies by the Central Government or the State Government, any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this Agreement and/or the GST levied

		is increased, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s doth hereby agree and indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.
12)	Clause no. 5.14, Pg no. 14	The Allottee/s are aware that, in the event any cheque issued by the Allottee/s to the Promoter with respect to any amounts payable by the Allottee/s in connection with the Premises is dishonoured / returned unpaid for whatsoever reason, then, the cheque return charges of Rs.5,000/- (Rupees Five Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee/s by way of reasonable pre- estimate of damages in the nature of liquidated damages to the Promoter, including GST thereon, if any applicable on such charges.
13)	Clause no. 5.16, Pg no. 15	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 /Joint Allottee/s only. In the event of any payment being made by the Allottee/s, from any other person's account (excluding Joint Allottee/s), then, the same shall be deemed to have been made by such 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 Apartment in favour of such other person.
14)	Clause no. 5.17, Pg no. 15	The Promoter 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 Promoter, 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 indemnify/indemnifies the Promoter and shall continue to keep the Promoter indemnified against all expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or any Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/their/its own account or made through third party.
15)	Clause no. 5.18, Pg no. 15	In the event the Allottee/s are not able to satisfy the Statutory Authorities about the source of the payment made to the Promoter, then, the Promoter shall be entitled to withhold the possession of the Premises or exercise the option to terminate this Agreement. It is expressly agreed that upon such termination by the Promoter, the Allottee/s shall have no right, title, interest, demand, claim or lien over the Premises in any manner whatsoever.
16)	Clause no. 5.19, Pg no. 16	The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Allottee/s in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement.
17)	Clause no. 6, Pg no. 16	In addition to the Consideration payable under this Agreement, the Allottee/s shall on or before taking possession of the Premises make payment to the Promoter of the amounts more particularly mentioned in the Fifth Schedule hereunder written.

18)	Clause no. 7 (sub clause 7.2) , Pg no. 16	<p>Rights of the Promoter</p> <p>The Promoter shall be entitled to make any variations, alterations, amendments or deletions with respect to the development of the Real Estate Project, the New Building and the Property, relocate/realign service and utility connections and lines, open spaces, common areas and facilities, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit at its sole discretion in the sanctioned plans (from time to time) at any time before receipt of Occupation Certificate subject to the same not affecting the Allottees flat.</p>
19)	Clause no. 7 (sub clause 7.3), Pg no. 16	<p>The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities for the Property and also to make the additions, alterations, raise storeys or put-up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additional structures and storeys will be the property of the Promoter including additional storeys to the said Building.</p>
20)	Clause no. 7 (sub Clause no. 7.4), Pg no. 17	<p>It is expressly agreed and the Allottee/s is/are aware that as a result of changes in the layout plans and/or building plans of the New Building including the Real Estate Project and/or Property including by reason of utilisation of the entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of FSI by whatever name which may be acquired by the Promoter), the Allottee/s hereby expressly consent/s to such changes and hereby expressly authorise/s the Promoter to so increase or decrease or change any of the common areas or facilities and/or amenities and hereby irrevocably agrees to such change as aforesaid.</p>

21)	Clause no. 7 (sub Clause no. 7.5), Pg no. 17	Till the entire development of the Real Estate Project has been completed in all respects, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.
22)	Clause no. 7 (sub Clause no. 7.9), Pg no. 18	The Promoter shall be entitled to construct site offices/sales lounge on the Property and shall have the right to access the same at any time without any restriction whatsoever.
23)	Clause no. 8, Pg no. 18	Covenant of the Promoter The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee/s and the common areas to the Society after receiving the Occupation Certificate and Building Completion Certificate, time being the essence. The Promoter shall give possession of the Premises to the Allottee/s on or before the Date mentioned in the Seventh Schedule hereunder written (the " Possession Date "), subject to payment by the Allottee/s of the requisite instalments of the Total Consideration, interest if any, taxes and other charges payable as per the terms of this Agreement.
24)	Clause no. 9.2, Pg no. 19	Not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior

		to or subsequent to the Allottee/s taking possession of the Apartment;
25)	Clause no. 9 (Subclause no. 9.3), Pg no. 19	Not to object to the Promoter laying through or under or over the Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., on any portion of the Property;
26)	Clause no. 9 (Subclause no. 9.4), Pg no. 20	That the Allottee/s is/are aware that the New Building is constructed with open spaces deficiency and that neither the Promoter nor MCGM shall be held liable for the same at any point of time;
27)	Clause no. 9 (Subclause no. 9.5), Pg no. 20	Not to object to development of plots adjoining to the Property with deficient open space at any point of time;
28)	Clause no. 9 (Subclause no. 9.6), Pg no. 20	To use the mechanical car parking system or car lift installed in the New Building at his/her/their/its own risk and not to hold the Promoter or MCGM responsible in case of any failure thereof at any point of time;
29)	Clause no. 9 (Subclause no. 9.7), Pg no. 20	Not to object to the area of the Apartment and not to hold the Promoter and/or MCGM liable for the same on ground of any inadequacy whatsoever;
30)	Clause no. 9 (Subclause no. 9.9), Pg no. 20	Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent and/or alter the size / location / orientation of the sunk / wet area in respect of the Premises as mentioned in the approved plans
31)	Clause no. 9 (Subclause no. 9.10), Pg no. 20	Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces.
32)	Clause no. 9 (Subclause no. 9.16), Pg no. 21	Not to affix air conditioner/s at any other place other than at the location earmarked , for fixing such units so as not to affect the

		structure, façade and/or elevation of the New Building or any part thereof in any manner whatsoever.
33)	Clause no. 9 (Subclause no. 9.17), Pg no. 21	Not to affect the structure, façade and/or elevation of the New Building or any part thereof in any manner whatsoever.
34)	Clause no. 9 (Subclause no. 9.18), Pg no. 22	Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the New Building or any part thereof in any manner whatsoever; (to merge with wet area).
35)	Clause no. 9 (Subclause no. 9.20), Pg no. 22	Not to display at any place in the Premises or the New Building or any part thereof any bills, posters, advertisements, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or any part thereof or common areas therein or in any other place or on the windows, doors or corridors of the New Building or any part thereof or anywhere else whatsoever on the Land or any structures thereon.
36)	Clause no. 9 (Subclause no. 9.21), Pg no. 22	Not to do or permit to be done any renovation/repair within the Apartment. In the event of the Allottee/s carrying out any renovation/repair within the Apartment, then in such event, the Promoter shall not be responsible for rectification of any defects noticed within the Apartment or of any damage caused to the Apartment or the New Building on account of such renovation/repair
37)	Clause no. 9 (Subclause no. 9.22), Pg no. 22	To maintain the aesthetics of the New Building and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Premises, the New Building and/or any part thereof and the Land.
38)	Clause no. 9 (Subclause no. 9.26), Pg no. 22 & 23	Until the Allottee/s is/are admitted as member of the Society, not to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of

		this Agreement or part with the possession of the Apartment or dispose of or alienate otherwise howsoever, the Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the Apartment and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
39)	Clause no. 9 (Subclause no. 9.30), Pg no. 23	Not to object for construction of water storage tanks as per the sanctioned plans and as may be approved by the competent authority;
40)	Clause no. 9 (Subclause no. 9.31), Pg no. 23 & 24	Not to do himself/herself/themselves/its representative or through any other person anything which may or is likely to endanger or damage the New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the New Building including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee/s or members of the Allottee's family or any servant or guest of the Allottee/s commits default of this sub-clause, then, the Allottee/s shall immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoter and/or the Society, on each such occasion;
41)	Clause no. 9 (Subclause no. 9.32), Pg no. 24	Not to change the name of the New Building either by himself/herself/themselves/its representative or through the Society, at any point of time without the prior written permission of the Promoter, and not to object on placing of the signage Board of the Promoter on the New Building;

42)	Clause no. 9 (Subclause no. 9.33), Pg no. 24	Not to object to commissioning and installation of electric heavy-duty transformers in the proposed substation for supply of electricity to the New Building as may be sanctioned and approved by the competent authority.
43)	Clause no. 10 (Sub clause 10.1) Pg no. 24 & 25	<p>10 Defect Liability</p> <p>10.1 If within a period of 5 (five) years from the date of receipt of Occupation Certificate with respect to the Building, the Allottee/s bring to the notice of the Promoter any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter in terms hereof, 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 RERA. The Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.</p> <p>PROVIDED FURTHER that the Allottee/s shall not carry out any structural or any other alterations or additions which are in contravention of the approved plans. The Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the wet areas defined for the bathroom, toilet and kitchen, which may result in seepage of the water and in case of breach on the part of the Allottee/s, the Promoter will not be held liable for any consequences whatsoever, the defect liability shall automatically become inoperative.</p>
44)	Clause no. 10 (Sub clause 10.2) Pg no. 25	The Allottee/s expressly agree that the regular wear and tear of the Premises and New Building includes minor hairline cracks

		on the external and internal walls including the RCC structure which occur due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects.
45)	Clause no. 11.5 Pg no. 26	Upon receiving the written intimation from the Promoter if the Allottee/s fails to take possession within the time provided by the Promoter, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
46)	Clause no. 12 (sub clause 12.1) Pg no. 26	<p>12 Representations and Warranties of the Allottee/s</p> <p>The Allottee/s represent and warrant to the Promoter that:</p> <p>12.1 They are competent to enter into contract and are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein.</p>
47)	Clause no. 12 (sub clause 12.2) Pg no. 26	They 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 and no receiver and/or resolution professional and/or liquidator and/or official assignee or any other person is appointed in the case of the Allottee/s or all or any of their assets and/or properties.
48)	Clause no. 12 (sub clause 12.3) Pg no. 26	None of their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.
49)	Clause no. 12 (sub clause 12.4) Pg no. 26	No notice is or has been received from a Government in India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee/s for their involvement in any money laundering or

		any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against them.
50)	Clause no. 12 (sub clause 12.5) Pg no. 26	They have not compounded payment with their creditors.
51)	Clause no. 12 (sub clause 12.6) Pg no. 27	They are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments. The representations and warranties stated in this Clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.
52)	Clause no. 14 (sub clause 14.1) Pg no. 28 & 29	Further Assurances of the Promoter & Allottee/s 14. 1 It is clarified that, in the event, the Premises is ready to be handed over, the Promoter shall not be obliged to hand over the amenities and facilities in the Land, unless the Land is fully developed and completed. The Allottee/s has agreed not to raise any objection in this regard whatsoever.
53)	Clause no. 14 (sub clause 14.2) Pg no. 29	The Allottee/s shall be permitted/allowed to commence interior works in the Apartment only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement.
54)	Clause no. 14 (sub clause 14.3) Pg no. 29	The Allottee/s hereby agree and declare that they shall submit complete drawings with all specifications before starting interior work within the Premises and approval/NOC shall be obtained from the Promoter. The Allottee/s shall prior to commencing the interior works keep deposited as an interest free security deposit with the Promoter, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the Apartment and to ensure that there is no

		damage to the exterior of the Apartment or any damage to any part of the New Building, Amenities, etc. whatsoever (" Fit Out Deposit "). The Fit Out Deposit shall be forfeited, in the event of non-compliance by the Allottee/s with any of the terms and conditions as stated herein and/or in the Promoter's NOC and/or any other documents and/or writings executed by and between the Parties hereto with respect thereto.
55)	Clause no. 14 (sub clause 14.4) Pg no. 29	The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the Apartment or to the structure, façade and/or elevation of the New Building or any part of the New Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute.
56)	Clause no. 14 (sub clause 14.5) Pg no. 29	The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at their own and consequences and cause no nuisance or annoyance to the other purchasers or occupiers of the New Building. All costs and consequences in this regard will be to the account of the Allottee/s, and if required the same may be forfeited by the Promoter from the Fit Out Deposit at its discretion.
57)	Clause no. 14 (sub clause 14.6) Pg no. 30	The Allottee/s will further ensure that the contractors and workers engaged by the Allottee/s during the execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line/s or soil line/s or in any other place other than those earmarked for the same. Any damage caused to the structure/wall/ceiling/flooring due to which there are any complaints of any leakages/ seepage in any Premises adjoining

		or below the Premises, then the Allottee/s shall at their own sole cost and expense rectify the same and the Promoter shall have a right to forfeit the Fit Out Deposit at its discretion and claim any further amounts in case the damages/losses caused is to be rectified by the Promoter.
58)	Clause no. 14 (sub clause 14.7) Pg no. 30	The Allottee/s shall ensure that the contractors and workers engaged by him/her/them/it do not use or spoil the toilets in the Apartment or in the New Building or any part of the New Building or anywhere else on the Property and use only the toilets earmarked by the Promoter for this purpose.
59)	Clause no. 14 (sub clause 14.8) Pg no. 30	All materials brought into the Premises for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnifies the Promoter in this regard.
60)	Clause no. 14 (sub clause 14.9) Pg no. 30	During the execution of interior works, if any of the Allottee's contractor/ workmen/ agents/ representatives misbehaves or is found to be in a drunken state, then the said contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the Apartment or the New Building or any part of the Property. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s duly indemnifies the Promoter in this regard.
61)	Clause no. 14 (sub clause 14.10) Pg no. 30	If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s' own cost, and the Promoter will not be held

		responsible for any liabilities arising due to the same and the Allottee/s duly indemnify the Promoter in this regard.
62)	Clause no. 14 (sub clause 14.11) Pg no. 31	The Allottee/s shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any interior works or thereafter.
63)	Clause no. 14 (sub clause 14.12) Pg no. 31	If, after the date on which the Allottee/s has taken possession of the Apartment, any damage of whatsoever nature (not due to defect in construction as envisaged hereinabove) is caused to the Apartment and/or other units/ areas in New Building or any part of the New Building, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Allottee/s alone will be responsible for the same and the Allottee/s duly indemnifies the Promoter in this regard
64)	Clause no. 14 (sub clause 14.13) Pg no. 31	Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Allottee/s as a grant, demise or assignment in law of the New Building or any part/s thereof and/or of the Property or any part thereof.
65)	Clause no. 14 (sub clause 14.14) Pg no. 31	The Promoter shall also be free to install sub-station for electricity supply, offices for the Society, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building plans or any other plans. The Allottee/s shall not interfere with the rights of the Promoter by raising any disputes in any court of law or tribunal or authority whether under Section 14 of RERA and/or any other provisions of any other applicable law. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Allottee/s as required by any authority of the State or Central Government or competent authorities under any law

		concerning authorities of buildings or implementation of the scheme for the development of the Property.
66)	Clause no. 14 (sub clause 14.15) Pg no. 31	The Allottee/s shall extend full cooperation to the Promoter, its agents, contractors to ensure good governance in the execution of such interior works.
67)	Clause no. 15 (sub clause 15.1) Pg no. 32 & 33	<p>Nominee</p> <p>15.1 The Allottee/s hereby nominate the person/s named in the Sixth Schedule hereunder written (hereinafter referred to as the “Nominee”) as their nominee in respect of the Premises. On the death of Allottee/s, the 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. If the Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts/taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein.</p>
68)	Clause no. 15 (sub clause 15.2) Pg no. 33	<p>15.2 The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee and the Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s if such substitution has been intimated to the Promoter in writing and deal with them in all matters pertaining to the Premises. The Nominee, heirs or legal representatives of the Allottee/s shall be bound by any and all acts, deeds, dealings, breaches, omissions, commissions, etc. of and/or by the Nominee. The Promoter shall be entitled to insist on a Probate/Succession Certificate, Letters of Administration</p>

		and/or any such documents as the Promoter may deem fit, from the Nominee, heirs or legal representatives to prove their right, entitlement and interest. The Nominee, heirs or legal representatives shall be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter. It is clarified that the Nominee shall act as trustee of the lawful heirs/ legal representative/s.
69)	Clause no. 16 (sub clause 16.1) Pg no. 33	<p>16 First Lien and Charge</p> <p>16.1 The Allottee/s agree that the Promoter and/or the Bank/s / Financial Institution/s of the Promoter shall always have the first lien/charge on the Premises to the extent of all its dues and other sums/charges payable by the Allottee/s.</p>
70)	Clause no. 16 (sub clause 16.2) Pg no. 33	<p>16.2 The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under law, in favour of any persons including Bank/s / Financial Institution/s and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.</p>
71)	Clause no. 17 (sub clause 17.1) Pg no. 34	<p>17 Loan and Mortgage by the Allottee/s</p> <p>17.1 The Allottee/s shall be entitled to avail loan from a Bank/s / Financial Institution/s and mortgage the Premises by way of security for repayment of the said</p>

		loan to such Bank/s / Financial Institution/s only with the prior written consent of the Promoter.
72)	Clause no. 17 (sub clause 17.2) Pg no. 34	The Promoter will grant its No Objection in writing, to the Allottee/s for availing loan and mortgaging the Premises with Bank/s / Financial Institution/s, provided however, the Promoter shall not incur any liability/obligation for repayment of the loans/interest borrowed by the Allottee/s and provided further that such mortgage created in favour of such Bank/s / Financial Institution/s in respect of the Premises of the Allottee/s shall not in any manner prejudice the Promoter's right to receive Total Consideration and Other Charges and to sell/transfer/allot the balance apartments/car parking spaces and complete the development. Notwithstanding the No Objection given by the Promoter to the concerned Bank/s / Financial Institution/s, it is the Promoter who shall have a primary claim / lien / charge / right on the Premises till the time all the amounts due under this Agreement are not paid to the Promoter.
73)	Clause no. 17 (sub clause 17.3) Pg no. 34	The Promoter shall issue the No Objection letter subject to the concerned Bank/s / Financial Institution/s agreeing to make payment of the Consideration directly to the Promoter as per the Payment Schedule. All outstanding payments shall, at the liberty of the Promoter, be first adjusted towards interest payable and then on the principal amount.
74)	Clause no. 17 (sub clause 17.4) Pg no. 34	In the event the Allottee/s have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee/s under this Agreement, the Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge.
75)	Clause no. 17 (sub clause 17.5) Pg no. 34	All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Allottee/s and not the Promoter. The Promoter shall not

		incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total sale consideration, taxes and other charges and amounts payable in respect of the Apartment have not been paid and the Allottee/s has/have no objection and hereby waives to raise any objection in that regard.
76)	Clause no. 17 (sub clause 17.6) Pg no. 35	The agreements and contracts pertaining to such loan and mortgage executed by the Allottee/s (if any) shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other balance amounts payable by the Allottee/s under this Agreement.
77)	Clause no. 17 (sub clause 17.7) Pg no. 35	The Allottee/s hereby indemnify and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge on the Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee/s hereby further indemnifies and shall keep indemnified the Promoter, its partners, agents, executives, and officers by and against any action, damages or loss due to breach of any terms and

		conditions and/or the covenants given by the Allottee/s under this Agreement for which, the Allottee/s shall be solely liable and responsible.
78)	Clause no. 17 (sub clause 17.8) Pg no. 35	If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the instalment payment schedule mentioned hereunder written (which will not absolve Allottee/s of its responsibilities under this Agreement). However, the Allottee/s shall not avail any loan/financing arrangement without prior written approval of the Promoter. All the payment obligations to such bank/financial institution shall be sole liability of the Allottee/s, without any claim/recourse against the Promoter and without prejudice right of the Promoter to terminate this Agreement for breach of the terms of this Agreement.
79)	Clause no. 19 (sub clause 19.1 - iii) Pg no. 36	In the event of termination of this Agreement, the Promoter shall refund to the Allottee/s, the Consideration in respect of the Premises which may, till then, have been paid by the Allottee/s to the Promoter without any interest, within 30 days of such termination, after forfeiting 10% (ten per cent) of the Consideration amount.
80)	Clause no. 19 (sub clause 19.1 - iv) Pg no. 37	In the event of cancellation/termination of this Agreement, the Allottee/s shall not have any claim or seek reimbursement on the indirect taxes, GST, Other Charges, payments/outgoings, etc. paid under this Agreement.
81)	Clause no. 19 (sub clause 19.2) Pg no. 37	Termination by the Allottee: If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the said Premises to the

		<p>Allottee/s on the Possession Date (save and except Force Majeure), then the Allottee/s shall be entitled to either of the following: -</p> <ul style="list-style-type: none"> i) Call upon the Promoter by giving a written notice by Courier/ E-mail/ Registered Post A.D. to the Promoter ("Interest Notice") to pay interest to the Allottee/s at the Interest Rate for every month of [-] from the Possession Date on the Consideration paid till the date of offering to hand over the possession of the Premises by the Promoter to the Allottee/s; OR ii) The Allottee/s may be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/ E-mail/ Registered Post A.D. at the address provided by the Promoter ("Allottee/s' Termination Notice"). On the receipt of the Allottee/s' Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 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 Liquidated Damages, the amounts already received by the Promoter under this Agreement. <p>In case the Allottee/s elects their remedy under sub-clause (i) above, then, in such a case, the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii) above.</p>
82)	Clause no. 19 (sub clause 19.3) Pg no. 37	<p>Upon exercising the right of Termination under Clause 19.1 and 19.2, the Parties herein shall enter into and register a Deed of Cancellation in respect of the said Premises to give effect to the</p>

		above termination, simultaneously upon which, the Promoter shall refund balance consideration to Allottee/s after forfeiting the sum in manner aforesaid towards Liquidated Damages
83)	Clause no. 20 Pg no. 37	<p>Consequences of Termination</p> <p>A. Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of the Promoter in law and under this Agreement, the rights of the Allottee/s under this Agreement in respect of the Premises shall stand automatically and immediately extinguished and terminated without any further act, deed, matter or thing or execution of any document. Further, the Promoter shall be entitled to deal with, resell and/or dispose of the Premises in the manner as the Promoter may deem fit and proper, without any consent, reference or recourse to the Allottee/s.</p>
84)	Clause no. 20 (sub clause – C, D, E & F) Pg no. 38 & 39	<p>C. The Promoter shall, after deduction of the aforesaid amount, refund the balance amount (if any) out of the Consideration to the Allottee/s, however, subject to the execution of the necessary deeds, document and writings, if any required by the Promoter from the Allottee/s in respect of such cancellation. Notwithstanding anything to the contrary contained herein, it is agreed that, the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and</p>

		<p>against such amounts payable by the Allottee to the Promoter as specified in this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit.</p> <p>D. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Premises and the Promoter shall be entitled to deal with and/or dispose of the Premises in the manner the Promoter deem fit and proper.</p> <p>E. In the event the Consideration amount paid by the Allottee/s is below the aforementioned Forfeiture amount and other costs and expenses then in that event, the Promoter shall be entitled to sue the Allottee/s to the extent of the outstanding amount as damages or otherwise.</p> <p>F. It is specifically agreed between the Parties hereto that, if the transaction in respect of the Premises is terminated as stated in termination clauses, then, all the instruments under whatsoever head executed between the Parties hereto, in respect of the Premises, shall automatically stand cancelled and either party have no right, title and interest or claim against each other except as provided in this Agreement.</p>
85)	Clause no. 21 Pg no. 39	<p>Assignment and Transfer</p> <p>The Allottee/s shall not, without the prior written approval of the Promoter, sell, transfer, assign, lease, license, etc. or part with possession of or otherwise deal with the Premises or any part</p>

		thereof, until the Allottee/s have fully paid all and whatever amounts due to the Promoter provided the transferee/assignee shall be bound by the terms and conditions of this Agreement. The Allottee/s shall ensure that the proposed transferee satisfies all the representations, warranties and obligations applicable to the Allottee/s under this Agreement and any proposed transfer shall be subject to this Agreement. The Promoter may at its sole discretion call upon the transferee/assignee to execute a Deed of Adherence and such further documents and writings, at the costs and expenses of the transferee/assignee.
86)	Clause no. 22 Pg no. 39 & 40	<p>Foreign Exchange Management Act, 1999 ("FEMA") Compliances (if applicable)</p> <p>It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin/OCI/PIO, that in respect of all remittances, acquisitions/transfer of the Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the FEMA or statutory enactments or amendments thereof, and the rules and regulations of the Reserve</p> <p>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 FEMA 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 laws and guidelines issued by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the FEMA, or any other statutory modification or re-enactment thereof and other applicable laws. The Promoter accept no responsibility in this</p>

		regard and the Allottee/s doth hereby indemnify and keep the Promoter, its directors, executives, agents and officers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
87)	Clause no. 23 (23.1 & 23.2) Pg no. 40	<p>23 General</p> <p>23.1. The Amenities to be constructed in the New Building shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of their respective premises of the New Building and the same shall not be commercially exploited and shall not be used for any other purpose, subject to, he/she/they/it become the member and payment of maintenance charges to the Society. The Allottee undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter/ Society with respect to the use of the Amenities.</p> <p>23.2. The Allottee/s will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space all around the New Building. The Allottee/s are aware and hereby confirms that, he/she/they/it shall not object to the concessions availed by the Promoter for deficiency in open space nor will he object for any deficiency in neighbourhood development (if any).</p>
88)	Clause no. 24 (24.8) Pg no. 42	<p>24.1 Site visit</p> <p>If the Allottee/s intends to visit the under-construction Real Estate Project then he/she/they/it shall make a written request to the Promoter for a site visit and the Promoter shall within 7 (seven) working days from receipt of the request intimate the Allottee/s the date and time for such visit. The Allottee/s shall</p>

		<p>accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee/s hereby undertake/s not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit.</p>
89)	<p>Clause no. 24 (24.9) Pg no. 42</p>	<p>24.2 Promotional Material</p> <p>It is specifically understood and accepted by the Allottee/s that the Brochures, advertising and marketing material published by the Promoter from time to time in respect of the project is just advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the New Building or Premises therein, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. The Brochure is the tentative projection of the whole plan of the Real Estate Project. There may be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the Project may not be the same as in the brochure. The Promoter shall not be liable for such variations, nor shall the Allottee/s question the same.</p>
90)	<p>Clause no. 24 (24.10) Pg no. 43</p>	<p>24.3 Signage</p> <p>The Promoter will, at all times, be entitled to install illuminated and non-illuminated Sign Boards/hoardings of the name and Logo of "Alliance Eternis" and/or "Alliance City Promoters Realtors Pvt. Ltd." ("Displays") in one or more places on the New Building including, in the open spaces/s and on the façade of the New Building or on any parts thereof. The Allottee/s</p>

		understand, agree and confirm that they will not remove/make changes to the Displays without prior written consent of the Promoter. If any changes are made to the Displays, the Society shall be liable to fix and restore the displays to their original condition.
91)	Clause no. 24 (24.11) Pg no. 43	24.4 Free consent The Allottee/s represent/s and confirm/s that he/she/they/it has/have read the terms and conditions of this Agreement and the documents relating to the Project (including the Property) and has/have understood the contents, terms and conditions of the same. The Allottee/s, after being fully satisfied, has/have entered into this Agreement and has not relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether, written or oral.
92)	Clause no. 24 (24.11) Pg no. 43	24.5 No Waiver Any delay tolerated or indulgence shown by any Party in enforcing any of the terms of this Agreement or any forbearance shall not be construed as a waiver on their part, nor shall the same in any manner prejudice, limit or affect their rights.
93)	Clause no. 25 Pg no. 44	25 Permanent Account Nos. The Permanent Account Nos. of the Parties hereto are more particularly mentioned in the Eighth Schedule hereunder written.

FOR **ALLIANCE CITY DEVELOPERS REALTORS PVT LTD**

AUTHORISED SIGNATORY