

	forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws 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 register the common organisation of Allottee. 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.	Declaration or Condominium or a Limited Company as aforesaid, cause to be transferred to the Society or Association as per Deed of Declaration or Condominium or a Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the "SAFFRON LANDMARKS" Building in which the said Showroom/office/shop are situated after completion of said project.	
10.	10 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. ___ for share money, application	11 11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: - 1. That the expenses for share money, application entrance fee of the Association as	Added "1. That the expenses for share money, application entrance fee of the Association as per Deed of Declaration or Condominium or a Limited Company will be borne by the ALLOTTEE as an when raised by the owner or Association. 2. Rs 4300/- per sq mts on RERA Carpet for deposit towards provisional monthly contribution towards outgoings of Society or

	entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs.....for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs..... for proportionate share of taxes and other charges/ levies in respect of the society or Limited Company/ Federation/ Apex Body (iv) Rs..... deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs... or Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs..for deposits of electrical receiving and Sub Station provided in Layout	per Deed of Declaration or Condominium or a Limited Company will be borne by the ALLOTTEE as an when raised by the owner or Association. 2. Rs 4300/- per sq mts on RERA Carpet for deposit towards provisional monthly contribution towards outgoings of Society or Association as per Deed of Declaration or Condominium or a Limited Company 3. Rs.50,000/- (Fifty Thousand Only) For Deposit towards Water, Electric, and other utility and services connection charges.	Association as per Deed of Declaration or Condominium or a Limited Company 3. Rs.50,000/- (Fifty Thousand Only) For Deposit towards Water, Electric, and other utility and services connection charges."
11.	13 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project	14 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows: i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal	Added in clause 14. ix. "and all the sale formalities and agreement will be done through M/s. Ram Ventures;" "14. viii. The Promoter has made known to the Allottee(s) that the M/s. Ram Ventures has been appointed as Sole Selling Agency who has the authority to enter into agreements with Allottee (s) along with Promoter;" "14. xiii. The Promoter hereby make aware ALLOTTEE that there may be insufficient water supply by local authority and Promoter has given undertaking to Local authority regarding water supply. As the Promoter

land for the implementation of the Project;	possession of the project land for the implementation of the Project;	will be applying to the concerned authorities for giving separate water connections for the building/s and electricity meters and connections for the Showroom/office/shop of the ALLOTTEE, if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply at the cost of the ALLOTTEE through any other temporary arrangement due to which if there is improper/insufficient/irregular supply of water/electricity, the Promoter shall not be held responsible for the same and the ALLOTTEE hereby consents for any temporary arrangement that may be made in the said interim period. The ALLOTTEE shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Promoter (and Goods & Service tax if applicable thereon). Until receipt of this amount from the ALLOTTEE, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the ALLOTTEE for the above from the outgoings/maintenance charges for which the ALLOTTEE hereby gives his/her consents. The Promoter is entitled to demand charges for such temporarily arrangement in advance, for 12 months, before giving possession of the said Showroom/office/shop."
ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;	ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;	
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;	iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;	
iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;	iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;	
v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;	v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;	
	vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;	
	vii. The Promoter has not entered into any agreement for	

Building/wing and common areas; vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement; viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement; ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;	sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said shop which will, in any manner, affect the rights of Allottee under this Agreement; viii. The Promoter has made known to the Allottee(s) that the M/s. Ram Ventures has been appointed as Sole Selling Agency who has the authority to enter into agreements with Allottee (s) along with Promoter; ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said shop to the Allottee in the manner contemplated in this Agreement and all the sale formalities and agreement will be done through M/s. Ram Ventures; x. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees; xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion of the Project; xii. No notice from the Government or any other local body or authority or any
--	--

x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.	legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report. xiii. The Promoter hereby make aware ALLOTTEE that there may be insufficient water supply by local authority and Promoter has given undertaking to Local authority regarding water supply. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building/s and electricity meters and connections for the Showroom/office/shop of the ALLOTTEE, if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply at the cost of the ALLOTTEE through any other temporary arrangement due to which if there is improper/insufficient/irregular supply of water/electricity, the Promoter shall not be held responsible for the same. The ALLOTTEE shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Promoter (and Goods & Service tax if applicable thereon). Until receipt of this amount from the ALLOTTEE, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the
---	--

		ALLOTTEE for the above from the outgoings/maintenance charges. The Promoter is entitled to demand charges for such temporarily arrangement in advance, for 12 months, before giving possession of the said Showroom/office/shop.	
12.	14 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated	15 15.The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Showroom/office/shop may come, hereby covenants with the Promoter as follows: - i. To maintain the Showroom/office/shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Showroom/office/shop is taken and shall not do or suffer to be done anything in or to the building in which the Showroom/office/shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Showroom/office/shop is situated and the Showroom/office/shop itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the Showroom/office/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Showroom/office/shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to	Added "15. v. The ALLOTTEE/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter." Replaced Clause 14. x. with Clause 15. x. being "Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Showroom/office/shop until all the dues payable by the ALLOTTEE to the Promoter under this Agreement are fully paid up and until the ALLOTTEE has obtained the Promoter's prior consent in writing to the same till the hand over of the management of the Wing / Building to the Society." Added in Clause 15. x. "and until the ALLOTTEE has obtained the Promoter's prior consent in writing to the same till the hand over of the management of the Wing / Building to the Society." Added "the Association as per Deed of Declaration or Condominium or a" in 15. vi. To 15. viii.

or storing of which goods is objected to by the concerned local or other authority and shall take care while

carrying heavy packages which may damage or likely to damage the staircases,

common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for

damage the staircases, common passages or any other structure of the building in which the Showroom/office/shop is situated, including entrances of the building in which the Showroom/office/shop is situated and in case any damage is caused to the building in which the Showroom/office/shop is situated or the Showroom/office/shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Showroom/office/shop and maintain the Showroom/office/shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Showroom/office/shop is situated or the Showroom/office/shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Showroom/office/shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Showroom/office/shop or any part thereof, nor any alteration in

SAFFRON ASSOCIATES

Shop No. 14/15, Lower Level City
Pride Mondha Naka, Aurangabad

the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become

the elevation and outside colour scheme of the building in which the Showroom/office/shop is situated and shall keep the portion, sewers, drains and pipes in the Showroom/office/shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which

the Showroom/office/shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Showroom/office/shop without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. The ALLOTTEE/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Showroom/office/shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Showroom/office/shop in the compound or any portion of the

payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold. ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.	project land and the building in which the Showroom/office/shop is situated. viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Showroom/office/shop is situated. ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Showroom/office/shop by the Allottee for any purposes other than for purpose for which it is sold. x. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Showroom/office/shop until all the dues payable by the ALLOTTEE to the Promoter under this Agreement are fully paid up and until the ALLOTTEE has obtained the Promoter's prior consent in writing to the same till the hand over of the management of the Wing / Building to the Society. xi. The Allottee shall observe and perform all the rules and regulations which the Society or Association as per Deed of Declaration or Condominium or a Limited Company may adopt at its inception and the additions, alterations or amendments
---	---

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with

thereof that may be made from time to time for protection and maintenance of the said building and the showroom/ office/ shop/ offices therein and for the observance and performance of the of the building rules Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society or Association as per Deed of Declaration or Condominium or a Limited Company regarding the occupancy and use of the Showroom/office/shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which Showroom/office/shop is situated is executed in favour of Society or Association as per Deed of Declaration or Condominium or a Limited Company, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project land on which the building in which Showroom/office/shop is situated is executed in favour of Apex Society or Federal Association as per Deed of Declaration or Apex

	or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.	Condominium or a Limited Company the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.	
13.	Additional	16. 16.1 The Developer shall execute the conveyance of the Project Land in favour of the common body of allottees of the Said Project in the manner as provided hereunder within Three months' from the date of obtaining of Full Occupation Certificate of the Project. Such conveyance to be executed of the Project Land shall be prepared by the attorneys of the Promoters and all and entire professional fees that becomes payable including stamp duty, registration fees and out of pocket expenses in connection with same shall be borne and paid by all the allottees or owners	Added "16. CONVEYANCE: 16.1 The Developer shall execute the conveyance of the Project Land in favour of the common body of allottees of the Said Project in the manner as provided hereunder within Three months' from the date of obtaining of Full Occupation Certificate of the Project. Such conveyance to be executed of the Project Land shall be prepared by the attorneys of the Promoters and all and entire professional fees that becomes payable including stamp duty, registration fees and out of pocket expenses in connection with same shall be borne and paid by all the allottees or owners of the premises of the Said Building to the total exclusion of the Promoters.

of the premises of the Said Building to the total exclusion of the Promoters.

16.2 Developer hereby reserves his right to convey building to the each society of each Building/Wing and convey land and common amenities to federal society which will be formed of all the societies of all Wings.

16.3 At the time of registration of conveyance of the Building/s, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges, payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/Wing of the Building. At the time of registration of conveyance of the said land, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, by the Co-operative Housing Society/s or Association/s of Apartment Owner on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of Co-operative Housing Society or Association/s of Apartment Purchaser.

16.4 A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises of the Developer for building or other purposes and a declaration that the access and user of the light and air to and for the residential Units / tenements etc, purchased by the purchaser

16.2 Developer hereby reserves his right to convey building to the each society of each Building/Wing and convey land and common amenities to federal society which will be formed of all the societies of all Wings.

16.3 At the time of registration of conveyance of the Building/s, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges, payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/Wing of the Building. At the time of registration of conveyance of the said land, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, by the Co-operative Housing Society/s or Association/s of Apartment Owner on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of Co-operative Housing Society or Association/s of Apartment Purchaser.

16.4 A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises of the Developer for building or other purposes and a declaration that the access and user of the light and air to and for the residential Units / tenements etc, purchased by the purchaser is enjoyed under the express consent of the Developer.

16.5 Developer is entitled to reasonable extension of time to convey the said Land if the development of the said Land is delayed on account of:

- i. war, civil commotion or act of God ;
- ii. any notice, order, rule, notification of the Government and / or other public or competent authority / court."

SAFFRON ASSOCIATES

Shop No. 14/15, Lower Level City
Pride Mondha Naka, Aurangabad

		is enjoyed under the express consent of the Developer. 16.5 Developer is entitled to reasonable extension of time to convey the said Land if the development of the said Land is delayed on account of: i. war, civil commotion or act of God ; ii. any notice, order, rule, notification of the Government and / or other public or competent authority / court."	
14.	Additional	19 "19. RIGHT TO TRANSFER / ASSIGN DEVELOPMENT RIGHTS : Subject to the rights of the ALLOTTEE/s to the said Showroom/office/shop under this Agreement, the ALLOTTEE/s agree and unconditionally consent that the Promoter or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in the said land or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in their sole discretion without any intimation written or otherwise to the ALLOTTEE/s and the ALLOTTEE/s agree not to raise any objection in this regard."	Added Clause 19 in the Saffron Agreement as "19. RIGHT TO TRANSFER / ASSIGN DEVELOPMENT RIGHTS : Subject to the rights of the ALLOTTEE/s to the said Showroom/office/shop under this Agreement, the ALLOTTEE/s agree and unconditionally consent that the Promoter or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in the said land or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in their sole discretion without any intimation written or otherwise to the ALLOTTEE/s and the ALLOTTEE/s agree not to raise any objection in this regard."
15.	17 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement	20 stating "The Promoter has availed of or propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the said Building/ Property	Replaced Clause 17 of Model RERA Agreement with Clause 20 of Saffron Agreement stating "The Promoter has availed of or propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the said Building/ Property and/or

he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot]

and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the ALLOTTEE/s under this Agreement in respect of the said Showroom/office/shop, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Building and/or land or construction thereon of any part or parts thereof, without any notice to the ALLOTTEE/s and the ALLOTTEE/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoter to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the ALLOTTEE/s. The Promoter undertakes to clear the aforesaid encumbrances, if any, prior to hand over of management to the Society. The Promoter agrees that the ALLOTTEE/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Showroom/office/shop. However, it will be the sole responsibility of the ALLOTTEE/s to repay the said loan and the ALLOTTEE/s

construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the ALLOTTEE/s under this Agreement in respect of the said Showroom/office/shop, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Building and/or land or construction thereon of any part or parts thereof, without any notice to the ALLOTTEE/s and the ALLOTTEE/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoter to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the ALLOTTEE/s. The Promoter undertakes to clear the aforesaid encumbrances, if any, prior to hand over of management to the Society. The Promoter agrees that the ALLOTTEE/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Showroom/office/shop. However, it will be the sole responsibility of the ALLOTTEE/s to repay the said loan and the ALLOTTEE/s hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss arising from the same."

		hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss arising from the same."	
16.	20 This Agreement may only be amended through written consent of the Parties.	2.3 2.3 RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.	Incorporated the clause 20 of RERA agreement in Clause 2.3 of Saffron Agreement
17.	Additional	35 "35. OTHER TERMS AND CONDITIONS BINDING UPON THE PARTIES OF THIS AGREEMENT: - Notwithstanding anything contained in this agreement, the parties have agreed the following terms and conditions will prevail upon them in case conflict between the clauses mentioned above in this agreement as under: - a) The Allottee has independently made himself/herself/itself aware about the specifications and facilities to be provided by the Promoter and is aware of the limitations, usage policies and maintenance of the installed items in the commercial building. b) The Allottee has gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein. The Allottee has hereby confirm that they are signing this agreement with full knowledge of all laws, regulations, rules and notifications applicable to the said project. c) IT is agreed that this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis	Added the following clauses: "35. OTHER TERMS AND CONDITIONS BINDING UPON THE PARTIES OF THIS AGREEMENT: - Notwithstanding anything contained in this agreement, the parties have agreed the following terms and conditions will prevail upon them in case conflict between the clauses mentioned above in this agreement as under: - a) The Allottee has independently made himself/herself/itself aware about the specifications and facilities to be provided by the Promoter and is aware of the limitations, usage policies and maintenance of the installed items in the commercial building. b) The Allottee has gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein. The Allottee has hereby confirm that they are signing this agreement with full knowledge of all laws, regulations, rules and notifications applicable to the said project. c) IT is agreed that this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said Showroom/office/shop is agreed to be sold to the Allottee. d) The Agreement shall remain in force and shall not merge into any other

for which the said Showroom/office/shop is agreed to be sold to the Allottee.

d) The Agreement shall remain in force and shall not merge into any other agreement save and except conveyance deed as when it is executed.

The Allottee/s agreed and understands that timely payment towards the purchase of shop/unit/office/showroom/office/shop as per above schedule is the essence of the agreement. Further the Allottee/s has agreed to pay, apart from consideration amount GST or any other incidental indirect taxes as notified by the Government. The Price agreed for this agreement has been arrived after keeping in mind the promise of the Allottee to make payments as mentioned above. The price which has been arrived after considering the present rate of cement, steel, labour, etc so also after considering the payment to be given as per schedule mentioned above. If the Allottee decides to obtain loan facility for payment of the consideration or part thereof, in that event the institution from which the loan is obtained shall adhere to the payment schedule as far as possible.

f) The Allottee agrees to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of

agreement save and except conveyance deed as when it is executed.

e) The Allottee/s agreed and understands that timely payment towards the purchase of shop/unit/office/showroom/office/shop as per above schedule is the essence of the agreement. Further the Allottee/s has agreed to pay, apart from consideration amount, GST or any other incidental indirect taxes as notified by the Government. The Price agreed for this agreement has been arrived after keeping in mind the promise of the Allottee to make payments as mentioned above. The price which has been arrived after considering the present rate of cement, steel, labour, etc so also after considering the payment to be given as per schedule mentioned above. If the Allottee decides to obtain loan facility for payment of the consideration or part thereof, in that event the institution from which the loan is obtained shall adhere to the payment schedule as far as possible.

f) The Allottee agrees to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said project in which the said Shop is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments. The Allottee shall

	the various stages of construction/ Items of Work of the said project in which the said Shop is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments. The Allottee shall make the payment of installments with GST as applicable. g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the Shop. The Promoter and Allottee has fixed the consideration price of the Shop after considering the impact of input tax credit of G.S.T. that the Promoter will get. h) a) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent Authorities, the Promoter shall enclose the said	make the payment of installments with GST as applicable. g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the Shop. The Promoter and Allottee has fixed the consideration price of the Shop after considering the impact of input tax credit of G.S.T. that the Promoter will get. h) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottees request or approval but which have not been agreed upon herein. i) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make
--	---	--

notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottees request or approval but which have not been agreed upon herein.

i) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each installment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/have committed breach of this Agreement and in such case the Promoter shall be entitled to take necessary action against the Allottee/s. The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects

payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each installment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/have committed breach of this Agreement and in such case the Promoter shall be entitled to take necessary action against the Allottee/s. The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement.

j) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/ Shop, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Shop.

k) The Promoter has made full and true disclosure of the title of the said land as