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Annexure 1

DEVIATION REPORT

Following are Additional Clauses or Modifications which are highlighted in Bold letters.

- Clause 1 (Page no. 24)

CONFIRMATION BY THE ALLOTTEE:-

The Allottee do hereby admit, agree and further place on record that he was made aware of the following facts by the Promoter:-

i) **that the Sanctioned Plan shall be revised for availing the additional PSI entitlement in respect of the said Entire Land and such additional FSI shall be shared by the Promoter and Anjani Kumar Co. Pvt. Ltd. in equal proportions;**

ii) **that such additional FSI that becomes available in respect of the said Entire Land, shall always belong to the Promoter and Anjani Kumar Co. Pvt. Ltd. solely, exclusively and absolutely and neither the Allottee or the other allottees of the premises of Building No. 1 & Building No. 2 of the said Layout shall be entitled to claim any rebate or concession from the Promoter, on account of such additional FSI becoming available as provided hereinabove.**

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- Clause N (Page No. 25)

The Carpet Area means the net useable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the premises under reference for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the premises under reference for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the premises. **The carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). The carpet area is subject to tolerance/variation of +1- 3 (three) per cent on account of structural design and construction variances. In case of any dispute on the measurement about the carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting of such finishes shall be borne by the party, which raises the dispute about the measurement of carpet area.**

- Clause P (Page No. 26)

The Allottee do hereby also admit, confirm and further place on record as under:-

i) **that he has verified the entire particulars and the data so uploaded and disclosed by the Promoter in the website of RERA, in respect of the Project;**

ii) **that the Promoter has offered him the inspection and verification of all the deeds and writings pertaining to the title of the Project Land, including the specifications, so**

also all and entire dates uploaded by the Promoter in the website of RERA including Title Certificate, so issued by the Advocate of the Promoter;

iii) **that the Promoter has also offered the inspection of the Sanctioned Plan and also the particulars and specifications of the said Layout and all other documents as contemplated under the provisions of RERA and Maharules.**

iv) **that he is fully and completely satisfied about the title of the Project Land.**

v) **that he has already sought and the Promoter has already provided him and also satisfied him fully and completely about all the material facts pertaining to the Project.**

vi) **that he has opted to seek allotment of the premises in the Said Building after being fully made aware of and also being satisfied about each and every particulars and facts about the Project.**

vii) **that he has already personally visited the site of the said Layout and has also verified and ascertained the portions of lands upon which, the Said Building is being constructed, out of the said Entire Land and also the open areas, which is delineated in RED coloured ink in the authenticated copy of the Table Plan annexed hereto and marked as Annexure — F.**

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➢ Clause Q (Page No. 27)

After being fully satisfied about the title Of the Promoter in respect of the Project Land and also verifying all the sanctions, permissions, nocs, so already issued by the concerned authorities/bodies including the specification, the Allottee has applied to the Promoter for the allotment of a premises in the Said Building, being Flat No. _____ on _____ Floor, admeasuring _____ sq. mtrs. (carpet) as per RERA, along with an enclosed covered balcony of_____sq. mtrs. (carpet) as per RERA in the Said Building.

➢ Clause (Page No. 28 to 31)

A] <u>RECITALS:-</u>

The Parties hereto admit, confirm and er place on record that all the recitals made hereinabove including the Schedules and Annexures hereto shall form and become an integral part and parcel of this Agreement, as if, the same are expressly and specifically incorporated in the body of these presents in the verbatim and as such, the same shall be read, interpreted and construed accordingly.

B] <u>INTERPRETATION;-</u>

In this Agreement (unless the context requires otherwise):-

(i) reference to the singular number includes reference to the plural numbers and vice versa;

(ii) reference to any gender includes reference to all other genders i.e. masculine, feminine and neutral;

(iii) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these presents) for the time being in force and all statutory instruments or orders made pursuant to such statutory provisions;

(iv) references to any Clause, Section, Annexure or Schedule shall be deemed to be a reference to such Clause, Section, Annexure or Schedule, of or to these presents.

(v) headings in this Agreement are inserted for convenience or for reference only and shall not affect the interpretation and construction of the terms of this Agreement.

(vi) reference to an 'agreement' or 'document' shall be construed as a reference to such agreement or document, as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with requirements of such agreement or document and if applicable to this Agreement with reference to the amendments

(vii) the words include, "including" and "in particular" shall be construed by way of illustration only and shall not be construed as limiting the general foregoing words.

(viii) a day, a month or a year means a day, month or year as the case may be reckoned according to the Gregorian calendar.

(ix) where the day, on or by which anything is to be performed falls on a day that is not a business day and

(x) all or any agreement, notice consent approval, disclosure or communication under or pursuant to this Agreement shall be in writing.

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C] ABBREVATIONS:-

The following abbreviations are used in this Agreement, for the sake of brevity and convenience to denote and connote the following: -

i) **MBMC / Local Development Authority:** Mira Bhayandar Municipal Corporation

ii) **DC Rules:** The Development Control Rules Applicable to MBMC or the Unified DC Rules.

iii) **F.S.I.** : Floor Space Index

iv) **TDR:** Transfer of Development Rights

v) **Premium/Incentive FSI:** Additional FSI granted by MBMC on payment of premium.

vi) **Architect:** Architect registered under the Council of Indian Architect Act i.e. M/s Anish & Associates

vii) **R.C.C. Consultant:** R.C.C. Consultant appointed for the Project by the Promoters i.e. M/s. Protech Consultants

viii) **Common Body:** Co-operative Housing Society to be registered under The Maharashtra Co-operative Societies Act 1960 & Rules 1961.

ix) **Apex Body / Federation / Association:** The common body to be registered of the common bodies of the purchasers of premises of Building No. 1, Building No. 2 & Building No. 3 (Said Building).

x) **Layout / Complex:** A multi-building housing complex

complex which is known as **"Anjani Mahadev Complex"**

xi) **RERA:** The Real Estate [Development & Regulatory] Authority 2016.

xii) **Maharules:** The rules made under The Maharashtra RERA Rules 2017.

➢ Clause 2 (Page No. 30)

DEVELOPMENT :-

The Promoter has already commenced the development and construction work of Building NO. 2 i.e. Said Building, forming part of the said Layout known as Shree Nandkumar Mahadev Ashirwad in Anjani Mahadev Complex, which is presently in Ground / Podium + 17 nos. upper floors, **which after availing additional F.S.I., including by use of T.D.R. may go up to 22 nos. upper floors or beyond, depending upon the quantum of additional FSI entitlement.**

Provided that the Promoter shall have to obtain prior written consent from the Allottee, in case, any variations or modifications, which may adversely affect the premises sought to be allotted to the Allottee except any alterations or additions are required to be carried out by any local authority or Government authorities or on account of any change in the law **or availability or entitlement of any additional or further F.S.I. on the Project Land or the said Entire Land, as the case may be.**

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➢ Clause 8 (Page No. 34)

The Promoter shall confirm the final carpet area of the Said Premises, which is agreed to be allotted to the Allottee by these presents, after the construction Of the Said Building is complete and the Occupation Certificate is granted/issued by the competent authority, by furnishing details of the changes, if any, in the carpet area of the Said Premises, subject to a variation cap of 3 (three) percent, Thereupon; the total price payable for the carpet area of the Said Premises shall be re-calculated upon the confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit Of 3% then, the Promoter shall refund whatever the excess money so paid by Allottee within 45 (forty-five) days along with annual interest at the rate specified in the Rule No. 18 of RERA, from the date on which, such excess amount was paid by the Allottee to the Promoter. In case, should there be any increase in the carpet area of the Said Premises agreed to be allotted to the Allottee, by these presents and in such event, the Promoter shall demand such additional amount of consideration payable from the Allottee, as per the next milestone as per Payment Plan annexed hereto and marked as Annexure - H. All such monetary adjustments shall be made at the same rate per square meter, as provided in Clause No. 03(b), hereinabove.

Notwithstanding anything as provided hereinabove, in case Of any dispute as far as the measurement Of the carpet area of the Said Premises, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting/ re-fixing/applying of such finishes shall be borne by the Party, which raises the dispute about the measurement of carpet area.

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➢ Clause 16 (Page No. 36)

Without prejudice the right Of Promoter to Charge interest in terms of Clause NO. 15 hereinabove, the Allottee upon committing any default in the payment of the installment and other dues, on the respective due dates of any amount due and payable by the Allottee to the Promoter under these presents, (including his proportionate share Of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 (three) nos. defaults of payment of installments, the Promoter shall at its own option, may cancel or terminate or rescind these presents.

Provided that the Promoter shall give notice Of 15 (fifteen) days in writing ["Notice/Curing Period"] to the Allottee, by Registered Post AD / Courier at the address provided by the Allottee hereunder and/or for mail at the e-mail address provided by the Allottee, of its intention to terminate or cancel or rescind these presents, On account Of the specific breach or breaches of the terms and Conditions of these presents by the Allottee, due to which, it is intended to terminate or cancel or rescind these presents. In case, the Allottee fails to rectify / remedy the breach or breaches as notified by the Promoter, within the period of notice and in such •event, upon the expiry of Curing Period, the Promoter shall be entitled to terminate, cancel or rescind these presents.

Provided further, that upon the termination or cancellation or rescission of these presents, as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages of the total amount consideration) **within a period of 30 (thirty) days, from the date on which the Allottee**

and the Promoter entered into duly registered Deed of Cancellation, whatever the amounts paid by the Allottee to the Promoters under these presents.

- Clause 17 (Page NO. 37)

It is clarified that for whatever reasons or under any circumstances, the Promoter shall not be liable to refund any of the amounts collected by the Promoter of GST or any other levies or cess and deposited by the Promoter to the concerned authority, unless and until, the refund of the same is received by the Promoter from the concerned authority and the such refund shall be without any interest.

- Clause 19(a) (Page No. 38)

The Promoter, upon obtaining the Part Occupation Certificate / Occupation Certificate Of the Said Building from MBMC and upon the payment of the entire amounts to be paid by the Allottee as per this Agreement, shall Offer in writing the possession Of the Said Premises and Parking, to the Allottee, in terms Of this Agreement to be taken within **15 (fifteen) days ["Possession Notice"]** from the date of issue of such notice and the Promoter shall handover the possession of the Said Premises and Parking to the Allottee. The Promoter agrees and undertakes to indemnify and keep indemnified the Allottee, in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or the common body of allottees, as the case may be from the date of offering the possession of the Said Premises and Parking

by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee, in writing within 7 (seven) days of receiving the Part Occupation Certificate / Occupation Certificate of the Said Building.

- Clause 20(ii), (iii) & (iv) (Page No. 39)

ii) **Upon the cancellation or termination of these presents as provided hereinabove, the Promoter shall refund whatever the amounts that are paid by the Allottee within a period Of 45 (forty five) days from the date of cancellation or termination of these presents and also upon the Allottee executing and registering the Deed of Cancellation, after deducting therefrom an amount equivalent to 10% of the total consideration as provided hereunder, by way of pre-determined liquated damages;**

iii) **In the event of cancellation or termination of these presents, as stated hereinabove, the Allottee Shall not have any right, interest, benefits or claim of whatsoever nature against the Said Premises and Parking or against the Promoter, save and except the right to receive the refund of the amount, as provided hereinabove;**

iv) **Consequent to the cancellation or termination or rescission of these presents, the Promoter shall be entitled to deal with the Said Premises and Parking, in favour of any third party or parties, Without any reference to the Allottee.**

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➢ Clause 21 (Page No. 39)

DEFECT LIABILITY:-

In case, within a period of 5 (five) years from the date of obtaining of Occupation Certificate of the Said Premises and Parking to the Allottee and the Allottee brings to the notice of the Promoter, any structural defect in the Said Premises or the Said Building or any defects on account of workmanship, quality or provision Of service **other than any such defect/s occur, on account of factors attributable to the Allottee or to any of the other allottees or users of the premises of the Said Building and** in such event, wherever possible, such defect/s shall be rectified by the Promoter at its own cost. In case, it is not possible for the Promoter to rectify such defect/s and in such event, the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA, **Provided further under no circumstances such defect liability shall not be applicable in respect of any fixtures or fittings so provided in the Said Premises and further that in case of any defect in fixtures and fittings shall be limited to the extent of the guarantee, as given by the manufacturer of the same.**

➢ Clause 23 (Page No. 40-41)

The Allottee along with all other allottees of the premises in the Said Building shall join in forming and registering the common body of allottees to be known by such name as the Promoter may decide and for this purpose, also from time to time sign, execute and deliver, the application for registration and/or membership and any other papers

and documents necessary for the formation and registration Of such common body Of allottees and also for becoming a member/ s thereof, including the Bye-laws of the proposed common body Of allottees and duly filled in, signed and returned the same to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such common body of allottees to be formed as provided hereunder. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws or any other Competent Authority.

Provided further, the Allottee along with other allottees of the premises of the Said Building through the common body of allottees to be formed as provided hereunder, shall also from time to time sign, execute and deliver, the application for registration and/or membership and any other papers and documents necessary for formation and registration of Apex Body or Federation or Association of all the common bodies of the allottees of both Building No. 1 and Building No. 2, to be constructed in the Said Layout, shall also sign and deliver to the Promoter within 7 (seven) days of the same being forwarded by the Promoter, so as to enable the Promoter and the said Anjani Kumar Co.Pvt.Ltd to register such Apex Body / Federation / Association. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

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➢ Clause 24 (Page No. 41)

The Promoters shall, within 3 (Three) months from the date of issue of Occupancy Certificate, cause to be transferred all the rights, interests and benefits of the Promoter in the Said Building. Subject to however, such conveyance shall be executed by the Promoter, only upon the Promoter receiving the entire amounts of consideration and other •amounts from all the allottees of the premises of the Said Building. Subject to further, such conveyance shall be prepared by the attorneys of the Promoter alone.

➢ Clause 25 (Page No. 41)

Likewise, the Promoter and the said Anjani Kumar Co. Pvt. Ltd., shall execute the conveyance of the said Entire Land in favour of the Apex Body or Federation or Association to be formed of common bodies of the First Mentioned Society, Second Mentioned Society and also of the Said Building of the Layout in the manner as provided hereunder within 3 (Three) months' from the date of obtaining of Occupation Certificate of last building to be constructed in the Said Complex. Such conveyance to be executed Of the said Entire Land shall also prepared by the attorneys of the Promoter 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 members of the First Mentioned Society, Second Mentioned Society and also common body to be

formed of the allottees of the premise of the Said Building to the total exclusion of the Promoter.

- Clause 28 (Page No. 43)

Besides the above, the Allottee shall also keep deposited with the Promoter at the time of handing over of the Said Premises, an amount equivalent to 18 (Eighteen) months maintenance charges in respect of the Said Premises and common facilities which may be decided by the Promoter:

- Clause 29 (Page No. 43)

It is agreed, admitted and acknowledged by the Allottee that in case, the Promoter provides any additional amenities, other than the amenities, as specified hereunder, which shall be at its sole discretion and in such event, the Allottee shall pay to the Promoter, such amounts as may be decided by the Promoter for the maintenance and upkeep of such additional amenities.

- Clause 32(ix) (Page No, 45)

that at the time of execution Of the conveyance of the Said Building in favour of the common body of the allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Said Building to the association of the allottees, which are set-out in Section B of Fourth Schedule written hereunder. The remaining common areas set-out in section A of FOURTH Schedule shall be handed over by the Promoter and the said Anjani Kumar Co. Pvt Ltd.

Ltd. within 24 (Twenty Four) months from the date of obtaining of Occupation Certificate of both Building No. 1 and Building No. 2 to be constructed on the said Layout and also the Promoter and the said Anjani Kumar Co.Pvt.Ltd. have sold the entire premises of the respective buildings and also after receiving the entire sale consideration from all the allottees of Building No. 1 and Building No. 2 of the said Layout and such conveyance shall be executed in favour of Federation / Apex Body / Association as the case may be and the same shall be as per the modalities of execution of conveyance of the Said Land and all other common facilities and amenities as set-out hereinabove.

- Clause 33(xiii)' to (Wii) (Page No. 49)

xiii. The Allottee shall also bear and pay his share of outgoings in respect of the common amenities to be provided in the Said Building, as when demanded by the Promoter;

xiv. The Allottee shall also bear and pay his share in respect of the outgoings of the Common Amenities & Facilities already provided in the Said Complex, as and when demanded without any excuse, cause or demur;

xv. To strictly follow the fire safety instructions;

xvi. Not to tamper with or damage or spoil the fire-fighting systems and equipment so installed in the Said Flat and the Said Building, in any manner whatsoever;

xvii. **To strictly follow and adhere to the use of the spaces provided for building service connections such as air-conditioner out or units etc.**

➢ Clause 34 (Page No, 50 to 51)

DECLARATION AND ASSURANCE BY THE ALLOTTEE:-

i) **The Allottee doth hereby represent and further assure the Promoter that whatever the amounts he has paid to the Promoter, in respect of the Said Premises and all other payments that he may be making hereinafter, is from his legal and lawful source of earnings alone and further admits, confirms and acknowledges that the Promoter herein has agreed to accept the booking of the Said Premises and Parking, entirely relying upon and completely based on the assurances and representations made by me, hereinabove;**

ii) **The Allottee hereby confirms that the Promoter has given to the Allottee concession in the consideration provided under these presents, which is less than the rate presently prevailing in the same vicinity in respect Of the other buildings similarly situate at, considering that the Allottee has agreed to the unconditional and irrevocable right and authority of the Promoter in respect of various open space, use of terrace, parking space etc. and further agreed to pay such amounts, deposits, taxes to the government.**

development charges, betterment charges, GST etc. as, set-out hereunder under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Promoter and shall further shall extend full and whole-hearted co-operation, as may be required by the Promoter and that he has undertaken to make such payments not limited to deposits, taxes etc. as mentioned under these presents.

iii) **The Promoter shall have the first charge and paramount lien the Said Premises and Parking in respect of all the dues and amounts that are payable by the Allottee to the Promoters under these presents;**

iv) **Similarly, the Allottee do hereby admit, confirm and acknowledge that the Promoter shall be fixing or displaying its "logo" or "monogram" on any prominent portion or place of the Said Building, as the Promoter may in its sole discretion deem fit and proper and such logo shall not be destroyed or removed or defaced or tempered or altered or mutilated by the Allottee or other allottees of the premises of the Said Building, or the common body to be formed of the allottee of the premises of the Said Building, for whatever reasons or under any circumstances. Provided further, the Promoter shall be entitlted to obtain separate electric meter for maintaining such logo or monogram incase the same is illuminated one and in case the separate meter is installed for such purposes, the Promoter shall bear and pay whatever the electricity charges in connection with the same;**

v) **The Allottee do hereby further agree, admit, confirm and acknowledge that as per the agreed terms of the allotment of the Said Premises and Parking, by the Promoter to the Allottee, as contemplated by these presents, notwithstanding execution of conveyance of the Said Building to be executed in the manner as provided hereunder, save and except the municipal tax, no other amounts is payable, not limited to including maintenance charges in respect of the unsold premises of the Said Building and parking, till such time, the same are finally allotted and occupied, by the prospective allottees. The Allottee do hereby further agree, admit and acknowledge that stipulations as contemplated under this para shall be binding upon all other allottees of the premises of the Said Building and also the common body of allottees to be formed of all the premises of the Said Building, at all times;**

- Clause 37 (Page No. 52)

NO MORTGAGE OR CHARGE BY THE PROMOTER:-

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Said Premises and Parking 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 in respect of the Said Premises and Parking, as agreed to be purchased by these presents. **However, it is explicitly made clear by the Promoter to the Allottee that notwithstanding anything**

contained under these presents, the Promoter shall always be entitled to raise finance against the security of their rights, interest, benefits, in the Project from any financial institutions, as the Promoter, may in its sole discretion deem fit and proper.

➢ Clause 38 (Page No. 52)

AVAILING OF FINANCIAL ASSISTANCE BY THE ALLMTEE:-

The Allottee shall be entitled to avail financial assistance from any institutions against the Said Premises and Parking and the same shall be subject to the following terms and conditions and also in the following manner:-

i) **that the Allottee shall make a request in writing to the Promoter seeking permission or NOC for availing such financial assistance against Said Premises and Parking;**

ii) **that upon the receipt of such request from the Allottee, Promoter shall issue necessary NOC to the Allottee for availing such financial assistance and the same shall be subject to the payment of the amount of consideration and also all other amounts and dues payable by the Allottee to the Promoter as provided hereunder;**

iii) **that it is expressly agreed and specifically understood and acknowledged by the Allottee that the entire liability and responsibility to repay such financial assistance, including the monthly EMI payable and further that for whatever**

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reasons or under any circumstances, the Promoter shall not be held liable or responsible for the same;

iv) **that whatever the financial assistance so obtained shall be paid directly to the Promoter and the Promoter shall be entitled to appropriate the same against the dues and amounts payable by the Allottee to the Promoter as provided hereunder and the Allottee shall not be entitled to dispute or raise objection against such appropriation to be made by the Promoter.**

➢ Clause 39 (Page NO. 53)

LOAN & MORTGAGE:-

(i) **The Allottee shall be entitled to avail loan from any bank / financial institution and to mortgage the Said Premises and the Parking by way of security for repayment of the such loan to such bank / financial institution, With the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has defaulted in making payment of the sale consideration and/or other amounts payable by the Allottee under this Agreement.**

(ii) **All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the such loan, mortgage of the Said Premises and Parking, servicing and repayment of the**

such loan, and any default with respect to the such loan and/or the mortgage of the Said Premises and Parking, shall be solely and exclusively borne and incurred by the Allottee alone. The Promoter shall not incur any liability or obligation (monetary or otherwise) as regards to such loan or mortgage, for whatever reasons or under any circumstances.

(iii) **The agreements and contracts pertaining to such loan and mortgage 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 sale consideration and balance other amounts payable by the Allottee under this Agreement.**

(iv) **In the event of any enforcement of security/mortgage by any bank/financial institution, the same shall be subject to the rights of the Promoter to recover the entire sale consideration along with the Other charges and taxes with respect to the Said Premises and Parking.**

- **Clause 44 (Page No. 55)**

NON-WAIVER:-

No delay, forbearance, indulgence, relaxation or inaction or any single and/or partial exercise of any right by the Parties hereto at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Party to require performance of that or any Other

provision, and any waiver or acquiescence by the Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement. Notwithstanding anything contained in this Agreement the rights and remedies available to the Parties as set out in this Agreement are: (a) cumulative; (b) in addition to one another; (c) without prejudice to one another; and (d) in addition to and without prejudice to the right and remedies available to the Parties in law and in equity.

➢**Clause 45 (Page No. 56)**

NOMINEE:-

(i) **The Allottee hereby nominates _____ ("Nominee") as his nominee in respect of the Said Premises and the Parking. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the Said Premises and Parking, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of such Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the Said Premises and the Parking, till the time the necessary order of the court of law is obtained by any legal heirs and/or representatives of the Allottee.**

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(ii) **The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.**

➢ **Clause 47 (Page No. 56)**

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees Of the premises of the Said Building and the same shall be based on pro-rata basis of the carpet area of the Said Premises to the total carpet area of all the premises in the said project in relation to the total common areas of the Said Building and Parking. Similarly, in case, the Allottee is required to contribute any amount towards the common facilities and amenities to be provided in the said Layout and the same shall also be on the pro-rata basis i.e. the area of the Said Premises in proportion to the total carpet areas of all the premises of the buildings to be constructed on the said Layout.

➢ **Clause 50 (Page No, 57)**

COMPLIANCE OF LAWS RELATING TO REMITTANCE:-

(i) **The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in The Foreign Exchange Management Act 1999, Reserve Bank of India Act and the rules and regulations made thereunder or any statutory**

amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter, with such permissions, approvals, which would enable the Promoter, to comply with its obligation under these presents. Any refund, transfer of security, if provided in terms of these presents, shall be made in accordance Of The Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by Reserve Bank of India, he shall alone be liable for any action under The Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(ii) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee, subsequent to the signing of these presents, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter, immediately and shall also comply with all formalities, if any, under the applicable laws, the Promoter shall not be responsible towards any third party making payments/ remittance on behalf of the Allottee and such third party shall not

Mob. : 98926 80018

Mayur Construction Co.

BUILDERS & DEVELOPERS

C/G-01/02, Shalini Complex, Opp. Garden City, Deepak Hospital Road, Mira Road, (E). Dist. Thane- 401107

have any right in the premises applied for in any way and the Promoter shall be issuing the receipts in the name of the Allottee only.

Thanking you,
Yours truly,

For Mayur Construction Co.

Proprietor