Date: _____

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

Sub:- Details of deviations with respect to the proforma of the Agreement to Sale in relation to the Project known as “Maruti Residency”.

Ref:- Order No. 31/2022 dated July, 1, 2022 bearing reference No. MAHARERA/Secy/File No. 27/164/2022 issued by MahaRera.

Respected Sir,

With reference to the above-mentioned subject, the details of deviation / modification with respect to proforma of the Agreement to Sale in relation to the Project known as “Maruti Residency” are as follows;

omconstruction541@gmail.com
G-1, Ground floor, Hardik New Link Road,
Kandarpada, Dahisar (West), Mumbai - 400068
+91 99870 02271

Sr. No.	Point No. in Agreement to Sale	Clause Deviated / Modified in Agreement to Sale
1.	Point No. 1 Operative	It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly. ADDED
2.	Point No. 2	NO DEVIATION
3.	Point No. 3	NO DEVIATION
4.	Point No.4 sub-points (a)-(g)	NO DEVIATION
5.	Point No.4 sub-point (h)	The Purchaser/s i.e. the Allottee/s herein shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoter will forward by courier/email/post to the Allottee/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound

		to pay the amount of installments within 15 (fifteen) days of Promoter dispatching such intimation. ADDED
6.	Point No. 5	The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST are leviable on the total consideration payable hereunder and consequently, the amount of each installment payable by the Allottee/s to the Promoter, including any of the aforesaid total consideration as mentioned in clause no. 4 hereinabove, the Allottee/s will be required to pay the applicable Service Tax/GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable Service Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the Service Tax/GST including any of the aforesaid total consideration as mentioned in clause no. 4 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on

		account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest of 24% p.a. thereon before taking possession of the said flat/office/shop. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said flat/office/shop for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnify/indemnifies and agree(s) to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove. ADDED
7.	Point No. 6	NO DEVIATION
8.	Point No. 7	NO DEVIATION
9.	Point No. 8	NO DEVIATION
10.	Part of Point No. 9	The Allottee/s is/are specifically made aware that the Promoter has/have fully utilized the benefits under Development Control Rule. ADDED

11.	Point No. 10	It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the **Essence of the Contract**. The said Consideration is derived on the basis that the Promoter shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.) or any enhanced FSI , if any, in respect of the said Property / the Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) upto the formation of the organisation being Society or any other body co-operate and the land and new building is transferred by Deed of Conveyance/Lease Deed/ Assignment. The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Co-operative Housing Society/ condominium/ or any other organization that may be formed. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

		ADDED
12.	Point No. 11	subject to the simultaneous completion of construction by the Promoter as provided in Clause ___ hereinabove ("Payment Plan"). DELETED
13.	Point No. 12	In accordance with the provisions of the Income Tax Act, 1961 the Allottee/s is/are under obligation to deduct the TDS at the rate as applicable in law in respect of the consideration amount at the time of payment of each installment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fail/s to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter. ADDED
14.	Point No. 13	NO DEVIATION
15.	Point No.14	NO DEVIATION
16.	Point No.15	Without prejudice to the Promoter's rights, under this agreement and/or in law, including for damages, the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable

		to pay to the Promoter, as the case may be, interest at the rate of as per rules or at such rate as Promoter may agree on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due. ADDED
17.	Point No. 16	and/or on the Allottee/s committing breach of any of the terms and conditions herein contained ADDED
18.	Point No. 16 Sub-clause (a)	The Allottee/s shall cease to have any right or interest in the said flat/office/shop or any part thereof; ADDED
19.	Point No. 16 Sub-clause (b)	The Promoter, as the case may be, shall be entitled to sell and transfer the said flat/office/shop at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s. The Promoter will thereupon execute a Sale Agreement in favour of such other person or persons as the Promoter directs, if in the event the default is in respect of amounts payable to the Promoter. ADDED
20.	Point No. 16 Sub-clause (c)	On realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said flat/office/shop, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting there from:

		(i) 5% of the purchase price of the said flat/office/shop which is to stand forfeited by the Promoter which amount is agreed by the parties to be a fair estimate of the loss, the Promoter will suffer in the event of default on the part of the Allottee/s to pay the amount payable by him/her/it/them to the Promoter hereunder towards liquidated damages. (ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said flat /office/shop upto the date of termination of this Agreement; (iii) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid; <u>ADDED</u>
21.	Point No. 16 Sub-clause (d)	The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said flat/office/shop. The Allottee/s agree/s that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by

		the Allottee/s in these presents whether the Allottee/s accept/s or encash/es the cheque or not, will amount to the said refund. ADDED
22.	Point No.16 Sub-Para	Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. DELETED
23.	Point No.17	Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said flat/office/shop is ready for use and occupation irrespective of whether the possession of the flat/office/shop is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or, Society/condominium/co-operative housing society of owners/members and/or anybody of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the area of the Flat/Office/Shop owned and held) of outgoings in respect of the said property/Land and building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / Land /building. The Allottee/s alone shall be responsible and liable for payment of GST on such amount. Until the said condominium/co-

		operative housing society of owners/members/ Society or any other organization that may be formed and the said property/Land are transferred as per the provisions of applicable Act, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / condominium/ Co-operative Housing Society or any other organization that may be formed any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary Deed of Conveyance/Lease Deed /Assignment/Declaration is executed, subject to provisions of the said Act and the rules made thereunder, on such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the condominium of Flats/Offices/Shops/Co-operative Housing Society/ or any other organization that may be formed subject to deductions to be made, if any. ADDED
24.	Point No.18	NO DEVIATION
25.	Point No. 19	The Allottee/s is/are aware that the Building and the common areas and amenities in the said Building including fitness centre on level 1 shall be maintained and managed by the Promoter / a Facility Management Company (FMC) appointed by the Promoter until the Deed of Conveyance/Lease deed /Declaration is executed in respect of the said Land and the new building i.e. “Maruti Residency” and the management is handed over to the

		condominium of Apartment owners/ Co-operative Housing Society/ any other organization that may be formed. ADDED
26.	Point No.20	Upon making full payment of all amounts due under this Agreement and completion of the said New Building, the Allottee/s shall be entitled to use the facilities of the "Fitness Center", which is proposed to be constructed on a portion of the said Property. The Allottee/s hereto is aware that the Promoter is constructing one Fitness Center, in the said Property and the Allottee/s shall have access to such Fitness Center. The right to use the facilities at the Fitness Center shall be personal to the Allottee/s of the flat/office/shop in the said Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the said flat/office/shop in the said Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities to the then Allottee/s/transferee of the said flat/office/shop, ADDED
27.	Point No.21	The Allottee/s is/are also aware that the car parking spaces, if any, shall be allotted by the Promoter as an amenity to the Allottee/s and the same is subject to availability of car parking spaces in the new building to be constructed and the Allottee/s doth/do hereby accept/s and agree/s to the same. ADDED

28.	Point No.22 Sub-Clause (i)	Rs._____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses including professional cost of attorneys at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement. ADDED
29.	Point No.22 Sub-Clause (ii)	Rs._____/- (Rupees _____ Only) being the lumpsum amount towards the expenses and other out of pocket expenses/expenditure for formation and registration of the co-operative housing society/condominium of Flat/Office/Shop owners/members or ultimate body of Allottees that may be formed. ADDED
30.	Point No.22 Sub-Clause (iii)	Rs. _____/- (Rupees _____ Only) for share money of _____ shares of Rs._____/- (Rupees _____only) each and Rs. _____/- (Rupees _____ only) towards entrance fee of the proposed co-operative housing society or limited company or ultimate body of Allottees. ADDED
31.	Point No.22 Sub-Clause (iv)	Rs._____/- (Rupees _____ Only) as security deposit for due performance of this Agreement which will include the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat/office/shop is situated. The balance of such deposits, if any, will be transferred to the Co-operative

		Housing Society/condominium of Flat/Office/Shop owners/members in the account of the Allottee/s and if this deposit amount is found short, the Allottee/s agrees to pay such further amount as may be required by the Promoter. ADDED
32.	Point No.22 Sub-Clause (v)	NO DEVIATION
33.	Point No.22 Sub-Clause (vi)	Rs._____/- (Rupees _____ Only) towards Development Charges, cost, or levies imposed by the competent authorities, in proportion to the area allotted to the Allottee/s herein in the new building to be constructed. MODIFIED
34.	Point No.22 Sub-Clause (vii)	Rs._____/- (Rupees _____ Only) of first 6 months for proportionate share of incidental charges, taxes and other charges/levies in respect of condominium of Flat/Office/Shop owners/members /Co-operative Housing Society or any other organization that may be formed. ADDED
35.	Point No.22 Sub-Para	Aforesaid are the amounts to be paid by Allottee/s to Promoter/society or ultimate body of Allottee/s on completion of the Project, the Promoter or the condominium of Flat/Office/Shop owners/ Co-operative Housing Society/ any other organization that may be formed shall be solely responsible for the Maintenance, Management, Supervision and over all control of all the common areas and facilities of the project, or any part or portion thereof including fitness centre, society office and

		correspondingly, shall be entitled to receive and collect the pro-rata share of each holder of the said Flat/Office/Shop and to utilize all such contributions towards the purposes mentioned above. The pro-rata contribution of each holder of the said Flat/Office/Shop towards the cost of maintenance, management and supervision of the project or any part or portion thereof shall be determined by the condominium of Flat/Office/Shop owners/ Co-operative Housing Society/ any other organization that may be formed. All the above payments shall be paid by the purchaser to the Promoter within a period of 7 (Seven) days from the date of notice of such payment and in any event before possession of the said Flat/Office/Shop is handed over to the Purchaser/s. It is further agreed that the Purchaser/s will be liable to pay interest @ 18% p.a. or as otherwise demanded by the Society or any other organization that may be formed for any delay in payment of such amounts. The Allottee/s herein shall be admitted as member of the said co-operative housing society/condominium of Flat/Office/Shop owners, only on full compliance of the aforesaid terms. Due compliance of rules, regulations and bye-laws of the society/ any other organization that may be formed, by the purchaser herein shall be the essence of this contract. ADDED
36.	Point No.23	NO DEVIATION
37.	Point No.24	The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize

		the amounts only for the purpose for which they have been received. MODIFIED
38.	Point No.25	The Promoter shall provide bare shell room for fitness centre and society office. The parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s. ADDED
39.	Point No.26	NO DEVIATION
40.	Point No.27	The Promoter has represented that the stilt/stack/open car parking spaces form part and parcel of the common areas which are common to all the Allottee/s. The Allottee/s have been proportionately charged for this common areas with specific right to park vehicle / cars in levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is/are also aware that the Promoter has already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the new building premises for parking vehicles, the said stilt/stack/open parking spaces are as shown in the plan hereto. A list of such exclusive rights is hereby given to the Allottee/s and the Allottee/s herein hereby unconditionally accept/s and confirm/s the same and agree/s not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agree/s to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after

		the formation of the condominium of Flat/Office/Shop owners/members / co-operative housing society or other body in the meeting of the Association of Flats/Offices/Shops company or any other organization that may be formed, or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution, as may be required. These exclusive rights to park vehicles / car as aforestated are both inheritable and transferable and, subject to availability and at the discretion of the Promoter, will stand attached to the said flat/office/shop the same being an amenity, subject to availability and at the discretion of the Promoter, attached to the said flat/office/shop and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Flat/Office/Shop. The Allottee/s agree/s and undertake/s to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agree/s and undertake/s not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Co-operative Housing Society / Condominium of Flat/Office/Shop owners/members or any other organization that may be formed in the meeting of the condominium of Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed or otherwise in any other meeting. The Allottee/s is/are aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is/are specifically granted exclusive rights to park as stated herein. This Agreement shall be treated as a permission to the

		Promoter granting such exclusive rights to flat/office/shop Allottee/s and members of the condominium of Apartment owners/ Co-operative Housing Society/ any other organization that may be formed. ADDED
41.	Point No.28	(i) The Allottee/s agree/s that the Promoter shall be entitled to do earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the common organization i.e. condominium of Flat/Office/Shop owners/members / Co-operative Housing Society/ or any other body that may be formed comprising flat/ Allottee/s /holder/s (hereinafter the said condominium of Flat/Office/Shop owners/members / Co-operative Housing Society/ or any other body that may be formed is referred to as the **Common Organization**) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoter, so that the respective person/s in whose favour the Promoter have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the Society or any other body corporate that may be formed, for exclusive use along with rights of transferability in respect thereof. (ii)Agreed further that the permission given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be

		deemed to have assented to any resolution put up by the said common organization that may be formed or Managing Committee or body referred to hereinabove. ADDED
42.	Point No.29	The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said flat/office/shop agreed to be acquired by him/her/it/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. ADDED
43.	Point No.30	The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the flat/s/office/s/shop/s under this agreement. ADDED
44.	Point No.31	It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/offices/shops, garages, and at the discretion of the Promoter and subject to availability, shall allot car parking spaces, in the new proposed building and other structures, if any, on the said land for residential and commercial use respectively or parking or for any other permissible use in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Flat Allottee/s or Office/Shop Allottee/s in the said flat/office/shop under this agreement. The Flat/Office/Shop Allottee/s and/or the condominium of owners/members/ Co-operative Housing Society/ or any other body that may be formed shall not object to

		and hereby give his/her/its/their permission to the Promoter allotting, selling or otherwise dealing with Car parking spaces etc. and such allotment sale etc. shall be binding on the flat/office/shop Allottee/s. ADDED
45.	Point No. 32	If the Promoter fails and neglects to give possession of the said flat/office/shop on the aforesaid date or any such date as may be extended by mutual consent, then the Allottee/s shall have the option to terminate this agreement after giving 30 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s with 6 months, the amount received by him/her/it/them in respect of the said flat/ office/shop. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest as aforestated payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agree/s that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/es the cheque or not, will amount to the said refund and thereafter the Promoter shall be entitled to deal with the said Flat/Office/Shop and other areas as the Promoter may deem fit.

		ADDED
46.	Point No.33	The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said flat/office/shop, as stated in hereinabove, if the completion of the said free building in which the said flat/office/shop is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter under the following circumstances :- (i) War, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by nature affecting the redevelopment of this project; or (ii) Any specific stay or injunction orders relating redevelopment of this project from any Court of law, or Tribunal, competent authority, statutory authority, high power authority, etc. The period for registration of this development project shall be considered valid excluding such period wherein actual work could not be carried by the Promoter due to any specific stay or injunction orders as stated hereinabove. And that the Allottee/s hereby agree/s to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per

		the provisions of the RERA Act or any relevant section of the Acts from the time being in force. MODIFIED
47.	Point No.34	The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of possession in respect of the said flat/office/shop. The common expenses in respect of the said land shall be shared by the Allottee/s of flats/offices/shops and other flats/offices/shops of the said building in proportion of their respective area. MODIFIED
48.	Point No.35	However, if the Allottee/s carry/carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said flat/office/shop or any part thereof in the said flat/ office/shop and/or the said free building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s. ADDED
49.	Point No.36	NO DEVIATION
50.	Point No.37	NO DEVIATION
51.	Point No.38	Within three months from the date of issue of occupancy certificate or fifty-one percent of the total number of Allottee/s in such a building, having paid the full consideration to the Promoter, whichever is earlier, the Promoter shall (subject to its

		right to dispose of the remaining flats/offices/shops, if any) execute the lease/assignment/conveyance of the new building and lease/assignment of the said land in favour of the condominium of flat/office/shop owners/ Co-operative Housing Society/ any other organization that may be formed. The Promoter agrees to form and register the condominium of flat/office/shop owners/ Co-operative Housing Society/ any other organization within a period of three months of the majority of the Allottee/s having booked their flat/office/shop in the new building or upon receipt of Occupation Certificate. MODIFIED
52.	Point No.39	It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/offices/shops and other premises, if any, including car parking spaces in the said building shall at all times, including after the formation and registration of the Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed and/or after the execution of Deed of Conveyance/ Lease Deed of the said land and the said building in favour of the Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed, be and remain the absolute property of the Promoter, and the Promoter shall become member of such Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as

		it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the common organization that may be formed shall object to or dispute the same. On the Promoter, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold flats,offices,shops, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter be shall not be liable to pay maintenance charges for the unsold flats/offices/shops to Common Organization or any other body that may be formed save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Flats/Offices/Shops directly to the MCGM or the concerned authority. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Flats/Offices/Shops, Adequate provisions for the above shall be made in the said documents of transfer. ADDED
53.	Point No.40	All costs, charges and expenses in connection with the formation of the Co-operative Housing Society/condominium of Flat/Office/Shop owners/members or any other organization that

		may be formed, as well as the costs of preparing and engrossing the Deed of Conveyance/ Lease Deed or any appropriate document/deed in respect of the said Land and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required. ADDED
54.	Point No.41	It is hereby expressly clarified, agreed and understood between the parties hereto that: (a) If any portion of the said land is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the Common Organization that may be formed, is formed and registered and the said land and building is transferred. The Promoter shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said land for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property/ land. Such additional

		structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby agree/s to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the flat/office/shop agreed to be acquired by him/her/it/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. (b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said land by utilising such development rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, benefits or interest whatsoever including for use

		and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity; (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the Promoter on various aforesaid occasions, till Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed, is formed and registered and the said land and building is transferred as under applicable Act. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the deed of transfer is executed and registered. (d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said land which addition may be horizontal and/or Vertical to the building to be constructed on the said land even after the said Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed is formed and registered and the said land and the said building or part

		thereof is transferred to the Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed till the work of additions and alterations above is completed in full and possession of such flats/offices/shops etc., are handed over to the respective Allottee/s of such flats/offices/shops. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons. (e) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this clause. The Allottee/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks; (f) All such new and additional flat/office/shop, building and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute

		discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grant/s his/her/it's/their permission to the same; (g) Upto the formation and registration of the Common Organization that may be formed and the said land and the new building is transferred by Deed of Conveyance/ Lease Deed, the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said land whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said land. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the said flat/office/shop of the Allottee/s even after transfer of the said property. (h) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said land to any other property/land or properties either adjoining the said land or otherwise as may be permissible in law and the Allottee/s shall neither

		claim any right thereto nor object or dispute the same in any manner whatsoever. (i) If the building, is completed earlier than the other flats/offices/shops in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said land or any part thereof as set out in the First Schedule hereunder written. Till the said Building "Maruti Residency", is completed and the F.S.I. available on the said land is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of the said flat/office/shop from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed and the Allottee/s agree/s not to raise any demand or dispute or objection in that behalf. (j) It is agreed and understood that at any time before the execution of the Deed of Conveyance/Lease Deed, as the case may be in respect of the said land and buildin known as "Mayur Residency", in favour of the Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization or any other body that may be formed . The Promoter shall be entitled to amalgamate the said free Land with any other adjacent property/Land which it may have already purchased

		/acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property/ land in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property /land by the Promoter; (k) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity; (l) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/its/their flats/offices/shops on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said Land and/or the said building.

		(m) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said land to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building which may be construction by the Promoter on the said land or any other adjoining property/Lands or properties to the said property/ land or to any other person as the Promoter may desire or deem fit. (n) The Common Organization being Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed shall admit as its members, all Allottee/s's of such new and additional flats/offices/shops whenever constructed on the said building. (o) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said land including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance/lease / assignment in favour of the estate or common organization to be formed by the flats/offices/shops Allottee/s. If any municipal rates, taxes, cess, assessments are imposed on the said land due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled

		to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said land, the terrace and any other open spaces in the said land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Allottee/s or common organization to be formed by the Allottee/s shall not raise any objection thereto. (p) The Allottee/s is/are aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said building shall maintain the Building until such time as the Common Organization that may be formed of the Allottee/s is/are formed and takes charge of the land. Provided that thereafter the Allottee/s alongwith the other members of the said condominium of Flat/Office/Shop owners/members / Co-operative Housing Society or any other organization that may be formed of flat/office/shop Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk. (q) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the flats/offices/shops and the said building secured in all ways. The Allottee/s hereby

		agree/s and accept/s that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said flat/office/shop shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the flats/offices/shops hereby agreed to be purchased by the Allottee/s. (r) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land. It is further agreed by the Allottee/s that he/ she/ it/ they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the window above the ledge and that it should be retained to avoid leakage inside of the said Flat/Office/Shop and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in

		the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Flat / Office / Shop to be carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s that he/she/it/they shall submit a set of as-built drawings for all the services in the respective areas of the said flat/office/shop and that Plans and details for interior work should be submitted to the Promoter and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the Common Organization. It is further agreed that the Allottee/s shall be liable to pay the said amount as raised at the sole discretion of the Promoter which shall be used by the Promoter and/or the Common Organization to rectify damage caused, if any, to the said structure or common property or others' property during interior works and that the decision of the Promoter and/or the Common Organization in this respect shall be final and binding on the Allottee/s. ADDED
55.	Point No.42	The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said flat/office/shop agreed to be acquired by the Allottee/s and in determining such amount, the

		decision of the Promoter shall be conclusive and binding upon the Allottee/s. ADDED
56.	Point No.43	If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM/MHADA, Government and/or any other Public Authority in respect of the said land and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat/office/shop shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it. ADDED
57.	Point No.44	The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution and registration of Deed of lease/Conveyance of the said Land and building in favour of the said Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/membersor any other organization that may be formed and/or for execution of this Agreement is the responsibility of the Allottee/s. ADDED
58.	Point No.45	The Allottee/s has/have taken inspection of all relevant documents and has/have satisfied himself/herself/itself/themselves fully in respect of the Promoter' title to develop the said land prior to the execution of this

		Agreement and the Allottee/s do/doth hereby accept/s the same and agree/s not to raise any requisition or objection/s or dispute relating thereto at any stage. ADDED
59.	Point No.46	The Promoter shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said land under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoter and the Allottee/s. ADDED
60.	Point No.47	NO DEVIATION
61.	Point No.48 (a)	or concerned local or any other authority ADDED
62.	Point No.48 Sub-Clause ,(b),(c),(e), (f),(g),(l),(m), (o),	NO DEVIATION
63.	Point No.48 Sub-Clause (d)	Not do or suffer to be done anything in the said flat/office/shop or to the said Building or the said flat/office/shop which is in contravention of this Agreement and in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;

		ADDED
64.	Point No.48 Sub-Clause (h)	No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilt in the said building and/or in the compound of the said building by any of the Flat/Office/Shop holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the Flat/Office/Shop holders in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilt of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion. ADDED
65.	Point No.48 Sub-Clause (i)	The refuge area adjoining to lobby / staircase / Flat /Office / Shop (hereinafter referred to as **"the Refuge Area"**), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Flat/Office/Shop Allottee / common organization that may be formed. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area. ADDED

66.	Point No.48 Sub-Clause (j)	The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions. ADDED
67.	Point No.48 Sub-Clause (k)	Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/it's/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building; MODIFIED
68.	Point No.48 Sub-Clause (m)	and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter; ADDED
69.	Point No.48 (n)	The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said land and new building, the said Building and the said Flat/Office/Shop 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 the Government and other public bodies. The Allottee/s shall also

		observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said flat/office/shop in the said 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; ADDED
70.	Point No.48 Sub-Clause (p)	In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of the said Flat/Office/Shop, car Parking space (if allotted) etc., agreed to be purchased by him/her/it/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s. ADDED
71.	Point No.48 Sub-Clause (q)	The Allottee/s shall insure and keep insured the said Flat/Office/Shop, against loss or damage by fire of any other calamities for the full value thereof. ADDED
72.	Point No.48 Sub-Clause (r)	The Allottee/s agree/s that his/her/their/its interest in the said land and the said building are impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/it's/their interest in the said Land and/or in the said building. ADDED
73.	Point No.48	In case MSEB / Adani / Tata Power or any competent authority requires/demands construction of sub-station before supplying

	Sub-Clause (s)	necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of his/her/it's/their respective Flat/Office/Shop agreed to be acquired by them. ADDED
74.	Point No.48 Sub-Clause (t)	Until the said land together with the said building is/are conveyed as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s alongwith other Flat/Office/Shop, car parking space (if allotted), Allottee/s and/or the Co-operative Housing Society/condominium of Flat/Office/Shop owners/members or any other organization that may be formed will not have any objection to the aforesaid right of the Promoter. ADDED
75.	Point No.49	Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter's sole and absolute discretion: (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour. (b) to have a Co-operative Housing society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein. (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.

		(d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is/are not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter. (e) or cause to be and/or sub-leased, leased or transferred the said building together with the said land i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favor of condominium of Flat/Office/Shop owners/members / Co-operative Housing Society/ or any other organization that may be formed. (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various Flat/Office/Shop Allottee/s may be transferred and/or conveyed/assigned/ leased. (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the

		infrastructure and common amenities including garden and roads if any.
76.	Point No.50	NO DEVIATION
77.	Point No.51	For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said flat/office/shop agreed to be allotted to the Allottee/s. ADDED
78.	Point No.52	This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat/office/shop and supersedes, cancels and merges: (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement. (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee/s in any documents, brochures, hoarding etc. and /or through on any other medium. ADDED
79.	Point No.53	NO DEVIATION
80.	Point No.54	The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they/it, nor the said Common

		Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same. ADDED
81.	Point No.55	It is expressly agreed that right of the Allottee/s under this Agreement is/are only restricted to the flat/office/shop agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other flat/office/shop and portion or portions of the said Building and the said land shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, permission or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirm/s and permits to the irrevocable right of the Promoter, to develop the said land including the said Building known as “Maruti Residency”, on the said land more particularly described in the First Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other permission or concurrence in future upon transfer of the said land and building “Maruti Residency” to the said ultimate Common Organisation of the Allottee/s will become Owner/s within a period of three months of the majority of the Allottees having booked their apartment in the new building

		as contemplated under the RERA and/or Maharashtra Co-operative Societies Act/Maharashtra Apartment of Ownership Act or any other law as may be applicable. ADDED
82.	Point No.56	The Advocates and Solicitors of the Promoter shall prepare the Deed of Conveyance/ Lease Deed/ Declaration and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Housing Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Deed of Conveyance/ Lease Deed/ Deed of Declaration and other documents and the formation or registration or incorporation of the Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed shall be borne and paid by all the Allottee/s of the said flat/office/shop in the said land in proportion to the respective area of the respective Flat/Office/Shop. ADDED
83.	Point No.57	The Promoter shall, subject to its right to dispose of the remaining flats/offices/shops, if any, execute the Deed of Conveyance/ Lease Deed of the said land and building within 12 months from the date the Promoter receives full consideration and other amounts as referred to in this agreement in respect of the flats/offices/shops or within 12 months from the date on which the full Occupation Certificate is obtained. Promoter shall submit the said land to the provisions of the Real Estate (Regulations &

		Development) Act, 2016 by executing and registering the declaration/Conveyance/Lease Deed as required under the relevant Act. ADDED
84.	Point No.58	Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/office/shop or of the said land and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said flat/office/shop hereby agreed to be sold to him/her/it/them. It is further agreed that all rights of ownership in all car parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the said Land and the said Building are leased/conveyed to the said Co-operative Housing Society/ Condominium of Flat/Office/Shop owners/members or any other organization that may be formed as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of the said Flat/Office/Shop as herein stated. ADDED
85.	Point No.59	Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties. ADDED

86.	Point No. 60	The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof. MODIFIED
87.	Point No. 61	All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Allottee/s and shall discharge the Promoter completely and effectually of its obligations, if sent to the Allottee/s under Certificate of Posting or registered Post Acknowledgement Due at the address provided by the Allottee/s in this Agreement. ADDED
88.	Point No. 62	The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc. ADDED
89.	Point No. 63	This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time. ADDED
90.	Point No.64	The Allottee/s is/are aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agree/s and undertake/s to pay the same if and when becomes payable.

		ADDED
91.	Point No.65	NO DEVIATION
92.	Point No.66	The Allottee/s hereby declare/s that he/she/it/they has/ have gone through the Agreement and all the documents related to the said flat/office/shop purchased by him/her/them/it and has/have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has/have entered into this agreement. ADDED
93.	Point No.67	shall be borne and paid by the-Promotor alone. MODIFIED
94.	Point No.68	NO DEVIATION
95.	Point No.69	NO DEVIATION
96.	Point No.70	NO DEVIATION
97.	Point No.71	NO DEVIATION
98.	Point No.72	NO DEVIATION
99.	Point No.73	NO DEVIATION
100.	Point No.74	NO DEVIATION

101.	Point No.75	NO DEVIATION
102.	Point No.76	NO DEVIATION
103.	Point No. 77	The Permanent Account Numbers of the parties hereto are as under: NAME PERMANENT A/C. NO. A. PROMOTER B. ALLOTTEE/S (1) (2) ADDED

OM CONSTRUCTION
Proprietor