

K V Buildhome LLP

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To,

Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E),
Mumbai :-400051

Date :- 24/08/2023

Subject:- Deviation Report on Agreement for sale the project named SUPREMO PHASE – II,
CTS Nos. 1289 (Part), 1290(Part), 1292 (Part), 1293 (Part), 1294 (Part), 1295 (Part), 1296
(Part),and 1297 (Part) of Village Mulund East, Taluka- Kurla ,situated at 90 feet Road, Near
Kelkar College, Mulund East, Mumbai- 400081

Deviation Clause

Clause no as per our draft	Actual clause
1	It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
2	The Allottee/s herein has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise investigated satisfied himself/herself/themselves/itself about the Developer's rights to develop the said properties and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the Developer and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s herein after execution of this agreement.
4	a. The Allottee/s shall not be allowed to allot/transfer/let-out said Car Parking Space to any party or person and the same shall always be considered as married to the said Flat. The Allottee/s shall keep the Car Parking Space in the same condition as has been handed over by the Developer to the Allottee/sand in terms of sanctioned plan of Project and shall not enclose or cover it in any manner. The Car Parking Space shall be used by the

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Allottee/sonly for the purpose of parking its own light motor vehicle, and not for any other purpose.

- b. It is expressly agreed that the time for the payment of each of the aforesaid instalments of the total consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Developer shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme 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 or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultimate Body of Allottee/s and even post formation of the Society/Ultimate Body of Allottee/s for a period of 5 years after the execution of the Deed of Conveyance/ Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or 5 years after the statutory vesting of the said Building in favour of the Society or federation of societies or apex society and (b) the Allottee/s has accorded his irrevocable consent to the Developer whereby the Developer 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 Developer may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society/Ultimate Body and even after the execution of the Deed of Conveyance /Lease/ Assignment of Lease, as the case may be /and/or deemed Conveyance/ Lease /Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society/Ultimate Body. All the above respective payments shall be made to the Developer within seven days of the due date notwithstanding the

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	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 Developer through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Developer. c. The Developer has the discretion to raise invoices for the milestones which has been completed/achieved irrespective of sequences of the aforesaid milestones. d. The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of the Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement. e. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of f. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/
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demand draft drawn in favour of

g. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, Goods and Services Tax ("**GST**"), Swachh Bharat Cess, any other Cess, or any other similar taxes which may be levied any time, hereinafter in connection with the construction of, and carrying out the Project payable by the Developer) up to the date of handing over the possession of the Flat.

h. For the purpose of this Agreement,

- o "**GST**" means and includes any tax imposed on the supply of goods or services or both under GST Law.
- o "**GST Law**" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

"Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.

k. The Allottee/s is/are aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

r. 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 SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Developer, the same shall be reimbursed by the Allottee/s to the Developer in proportion of the said Flat/unit agreed to be acquired by the Allottee/s and in determining such

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	amount, the decision of the Developer shall be conclusive and binding upon the Allottee/s. s. 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 SRA/MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property 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/unit shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.
5	5. The Developer shall be entitled to enter into agreements with other Allottee/s on such terms and conditions as the Developer may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/unit/ commercial said flat/unit etc. under this agreement.
6	6. It is hereby expressly agreed that the Developer shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said flat/unit, shops, garages and allot or deal with as they may deem fit 'exclusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Developer may deem fit without affecting or prejudicing the rights of the Allottee/s in the said flat/unit under this agreement. The Allottee/s and/or the Society shall not object to and hereby give his/her/its irrevocable consent to the Developer allotting, selling or otherwise dealing with garages, stilt podium parking stack parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s.
8	a. The Allottee/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of

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	facilities and/or amenities on any part of the said Land or elsewhere as may be permitted as per applicable laws. b. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the said Property. c. Neither the Allottee/s nor any of the other purchasers of the Flat(s)/premises/units in the building being constructed on the said Land nor the association / Apex Body / apex bodies to be formed of purchasers of Flat(s)/premises/units shall be entitled to claim any FSI and/or TDR howsoever available on the said Land. All FSI and/or TDR at any time available in respect of the said Land or any part thereof shall belong to the Developer, till the time the development of the said Land as contemplated by the Developer is completed by the Developer and said Land is conveyed to the association/ society in the manner set out herein below. d. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit. In the event of any additional FSI in respect of the said Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built-up area on the said Land as may be permissible.
9	9. If the Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the offering of the possession. The Allottee agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the

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Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developer.

- a. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- b. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Flat and the Car Parking Space(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.
- c. Without prejudice to the right of Developer to charge interest in terms of sub clause above, upon the Allottee three committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Allottee committing three defaults of payment of instalments, the Developer shall, at its own option, may terminate this Agreement.
- d. Provided that, Developer shall give notice of fifteen days in writing to the Allottee either by Speed Post/ Registered Post at the address provided by the Allottee and/or send mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement, and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- e. In the event if the Allottee/s commits three defaults in the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this

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	Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction. In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (i) stamp duty and registration charges on the Agreement for Sale, if paid by the Developer under any scheme and (j) No-cost EMI charges, if paid by the Developer under any scheme, (collectively referred to as the "Non-Refundable Amounts"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever within 15 days of resale of the said Flat to third party and receipt of the entire consideration from such third party by the Developer. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee/s and the Developer's right to sell/transfer the said Flat including but not limited to Car Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Flat and/or Car Parking Space (s) and/or the Project and/or the said Land
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	and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement. f. In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with this Agreement and the Developer shall be entitled to forfeit the Non- Refundable Amounts. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the said Flat and/or Car Parking Space (s) and/or the Project and/or the said Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the said Flat at its sole discretion. g. Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall <i>ipso facto</i> stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.
15	a. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developer shall not be responsible for the cost of re-instating and/or repairing such

	damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
17	17. The Allottee, along with the other Allottee(s) of the Flats in the Building, shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide, and for this purpose also from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company, and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee, so as to enable the Developer to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Any delays in signing and handing over of documents by the Allottee to the Developer shall not constitute default of the Developer and the prescribed time period shall stand extended accordingly. a. With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in terms of this Agreement), the maintenance and management of the Project or certain restricted areas in the Project, without any reference to the Allottee/s and other occupants of the Project, even after formation of the association/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the Society. b. Make provisions for payment of outgoings/CAM to the Society for the purposes of maintenance of Building in which the said Flat is located and the Project.

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- c. Except Car Parking Space(s) allotted by the Developer in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all parking space(s) *including open parking space(s)* will be dealt with in accordance with the applicable laws. The Allottee/s hereby declares and confirms that except for the Car Parking Space(s) allotted by the Developer/Owner, the Allottee/s does not require any parking space/s including any right towards open parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that he/she/it/they shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / association, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Developer/the association shall deal with the parking space(s) in the manner Developer/association deems fit, subject to the applicable laws.
- d. The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the Society or Limited Company all the right, title and the interest in the said structure of the Building or Wing in which the said Flat is situated. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the building and underlying Land to the association, the Allottee/s shall continue to pay all the outgoings as imposed by organization and / or concerned authorities and proportionate charges to the Developer from time to time.
- e. The Developer shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building with multiple Wings or Buildings are constructed.

	f. The charges, costs, expenses for conveyance/assignment of leasehold rights, including but not limited to, Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities, or any other charge for the transfer of the said plot on 'actual basis', shall be borne by the Allottee/s in proportion to his gross usable area. This amount is not included in Agreement Value and shall be calculated and informed to the members of the Society after Occupancy Certificate. g. The Allottee/s agree that within 15 days, after notice in writing is given by the Developer to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said Land and Building/s namely 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 project land and Building/s. Until the Society or Limited Company is formed, and the said structure of the Building/s or Wings is transferred to it, the Allottee shall pay to the Developer such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Developer provisional monthly contribution of Rs. _____/- (Rupees Only) per month towards the outgoings, which shall be paid in advance for 12 months on/before possession of the Flat. The amount so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a Conveyance/ Assignment of lease of the structure of the Building or Wing is executed in favour of the Society or a Limited Company as aforesaid. On such Conveyance/ Assignment of lease being executed for the structure of the Building or Wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the
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	Developer to the Society or the Limited Company, as the case may be.
20	20.Foreign Exchange Management Act a. The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said Flat are made by non- resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Developer accepts no responsibility in this regard and the Allottee/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.
21	21.Anti-Money Laundering The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering").

	a. The Allottee/s further declare(s) and authorize(s) the Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. b. The Allottee/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Developer to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.
	24.Facility Management Company a. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment of any agencies by the Developer ("Facility Management Company") to manage, upkeep and maintain the building and the Land, club house, meeting room, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate, and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the building (including the Purchaser's proportionate share of the outgoings as provided under this Agreement). It is hereby clearly clarified, agreed, and understood that the Facility Management Company shall

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	also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. b. The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company. c. The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the said Flat by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of Flat(s)/premises/units in the building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of Flat(s)/premises/units in this regard.
	30. Rights of the Developer a. Hoarding Rights The Allottee/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association and the Allottee/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association for placing / putting up the hoarding/s, provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

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	b. Retention Subject to, and to the extent permissible under the applicable laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ Flats in the Project which may be subject to different terms of use, including as a guest house / corporate Flats. c. Unsold Flat i. All unsold and/or unallotted Flat(s)/premises/units, areas and spaces in the building, including without limitation, car parking spaces and other spaces in the basement and anywhere else in the Project or the said Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted Flat(s)/ premises / units and shall be entitled to enter upon the said Land to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary. ii. The Developer shall without any reference to the Allottee/s, association, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different Flat(s)/premises/units in the Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association. The Allottee/s and / or the association shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association.
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	d. Additional Construction The Allottee/s hereby agrees that the Developer shall be entitled to construct any additional area/structures in the Project as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the said Land.
31	31. Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise, or assignment in law, of the said Flats and building or any part thereof. The Allottee shall have no claim, save and except in respect of the Flat hereby agreed to be sold to him and, all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer, until the said structure of the building is transferred to the Society/Limited Company or other body, and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned. After the Developer executes this Agreement, he shall not mortgage or create a charge on the Flat, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

For M/s. K V BUILDHOME LLP


PARTNER

Date: 24.08.2023

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