To,
MAHA RERA
House fine Bhavan, Near RBI,
Plot No. C 21, E Block, Bandra Kurla Complex
Bandra Kurla East, Mumbai 400 051

BHAIRAV SMILE
INFRAPROJECTS

Sub: Deviation Report with respect to the model form of Agreement for Sale for the Property being all that piece or parcel of developed plot bearing Cluster Plot No.810, RSC-5, Survey No. 41, admeasuring about 2173.50 Sq.mtrs. of Village - Charkop, Taluka – Borivali, Dist.-Mumbai Suburban situate at Sector -8, Kandivali (West), Mumbai – 400 067.

Sir,

We hereby declare that the following are deviations/modifications in the Agreement for Sale to be executed by the Developer with the Allottee/s vis a vis Model Form of Agreement for Sale as per Rule 10 (1).

The deviation in Model Form Clauses is highlighted in yellow colour in Column "Deviation Clause in Developer AFS", rest of additional clauses of Developer' AFS are highlighted in Grey colour in column "Deviation Clause in Developer AFS" and deleted clauses of Developer' AFS are highlighted with ~~deleted~~-strike out in column "Deviation Clause in Developer AFS". Reason for all the deviations in the AFS is due to the Project requirement.

Sr. No.	Clause in Model Agreement	Clause No	Deviation Clause in Co-Promoter AFS
1		Recital I	The Promoters have appointed M/s. Space Moulders having its office at _____ registered with the Counsel of Architects, as Consultant Architect and the said appointment is as per the rules prescribed by the Counsel of Architects and have also appointed Unisteps Consulting Pvt. Ltd. having its office at _____, as Consulting Structural Engineers for the preparation of structural designs and drawings.

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bhairavsmileinfraprojects@gmail.com
D-11, Plot No. 804, Sector No. 8, Charkop, Kandivali (West), Mumbai - 400 067.

2		Recital O	The Promoters have obtained sanctioned of plan and have accordingly commenced the construction of the project known as "Ocean Breeze". The Promoters reserve their right to use, utilize and consume the additional development potentiality as and when permitted and sanctioned by the Concerned Development Authority for construction of additional floors upon the said building/s to be constructed on the said property
3		Recital P	It is further clarified and the Allottee/s is/are specifically made aware that although the Developer has envisaged a broader scheme of development and construction, considering the fact that the MHADA has presently granted the existing building approvals as recited above; the Developer shall from time to time be making applications to the MHADA for amendments to the already approved plans and for issuance of further approval/s of amended plans and further commencement certificates or revalidation of the existing IOA/CC in terms of such amended plans, as may be approved from time to time by the MHADA, such that the entire development potential available for consumption on the said property, is completely consumed in the course of development and construction of the Proposed Building on the said property. Accordingly, it is clarified that the plans for construction of the Proposed Building on the said property are subject to further modifications

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3A		Recital Y	The Promoter(s) have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "OCEAN BREEZE" situated at Plot bearing Cluster Plot No. 810, RCS -5 Survey No. 41 area admeasuring 2173.50 Sq. Mtrs. + 136.50 sq.mtrs. (additional area as per Letter dated 18.09.2023) of Village - Charkop, Taluka - Borivali, District - Mumbai Suburban Situated at Sector -8, Kandivali (West), Mumbai 400067 Project RERA Registration No - P51800053078
3B		Recital Z	In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 27.05.2024 executed between the Promoter as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "OCEAN BREEZE" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 27.05.2024 is registered with Office of Joint Sub Registrar Borivali-7 under Serial No. BRL-7-11466-2024

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4		Recital Z	~~AND WHEREAS the Allottee is offered an Shop/Office/Apartment bearing number _____ on the ____ floor, (herein after referred to as the said "Shop/Office/Apartment") in the _____ wing of the Building called "The Pearl" (herein after referred to as the said "Building") being constructed in the _____phase of the said project, by the Promoters.~~
5	AND WHEREAS the carpet area of the said Apartment is ..... square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.	Recital BB	The Carpet Area of the said premises/unit is _____ square feet RERA Carpet area and Exclusive Areas of the said premises/unit is _____ square feet RERA Carpet area ("Total Area"). ~~AND WHEREAS~~ For the purpose of this Agreement ~~the carpet area of the said Apartment is _____ square meters and~~ (i) "carpet area" means the net usable floor area of an apartmenta Flat/Shop/Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and ~~exclusive~~ open pocket terrace/balcony area appurtenant to the said ~~Apartment~~ Premises for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the ~~apartment~~ Flat/~~Office/Shop~~ and (ii) "Exclusive Areas" means exclusive balcony/pocket terrace appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s and other areas appurtenant to the said premises/unit for exclusive use of the Allottee/s

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6		Recital CC	In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the parties, the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase from the Promoters a residential/commercial premises being Flat No. ____ total area admeasuring about _____ sq.ft. equivalent to _____ sq.mts. (Carpet area), _____ Sq.mts. RERA Carpet area on the _____ Floor of the building known as "ATLANTIS/BAHAMAS/CARRIBEAN" of the project known as "OCEAN BREEZE" along with ____ stilt/ mechanical car parking space ("the said premises") being/to be constructed by the Promoters on the project land, at or for the lumpsum consideration of Rs._____/- (Rupees _____ Only) (being exclusive of such other amounts, charges, deposits, taxes, advance maintenances, service tax, VAT, GST and such other statutory levies, taxes, as and when applicable/levied upon) and subject to the terms and conditions and as hereinafter appearing as mutually agreed by and between the parties hereto;
7	AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance	Recital DD	AND WHEREAS prior to the execution of these presents, the Allottee/s has/ have paid to the Promoter a sum of Rs. [•]/- (Rupees [•] Only) (including TDS as payable by the Allottee/s under the provision of Section 194-IA of the said Premises agreed to be sold and/or allotted to the Allottee/s by the Promoter as advance payment or deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and

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	payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.		the Allottee/s has/ have agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing;
8		Recital EE	The entire consideration for the purchase of the said premises and parking space has to be paid to the Promoter.
9		Recital KK	The parties hereto hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project/Development as contemplated above;
10		Recital LL	AND WHEREAS the parties hereto have now mutually agreed to record the aforesaid agreement into writing by executing these presents as hereinafter appearing
11		Recital 1	The Promoters hereby declare and confirm that what is recited hereinabove with regard to their right, title and interest in respect of the said Property and for development thereof under the development Scheme/project sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities shall be treated as declarations, representations on their part and shall form integral part of this clause.
12	The Promoter shall construct the said building/s consisting of	Recital 2	The Promoter is developing the proposed building consisting of part ground/ stilt and 23 upper floors on

	..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.		the project land, in accordance with the plans, designs and specifications as approved by the concerned authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings). Provided that the Promoter shall obtain prior consent in writing of the Allottee/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat/ office/ Shop of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
13		Recital 3	The Promoters have full right and absolute authority to convert and change location as also user of the building and/or premises therein from residential to commercial/semi-commercial and vice-versa. The Allottee/s shall not object or dispute to the aforesaid right of the Promoters for change of user.
14		Recital 4	The Promoter hereby represent and the Allottee/s hereby expressly confirms that the Promoter have unconditional/ unfettered rights authorities, to change specification/designs, location of recreation ground, if any, thereof as may be permitted/approved by the Concerned Development Authority.
15		Recital 5	The Amenities and Facilities of the Project shall at all times remain common and shall be shared by all the

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			residents of the Project. The Allottee/s hereby confirm/s and undertake/s that the Allottee/s and/or society shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Amenities and Facilities of Project by the Allottee/s/member/s of the Project. Further, the costs and charges towards such Common Areas and Amenities and Facilities of the Project shall be shared between all the Allottee/s/ member/s of the Project. The Allottee/s hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.
16	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building_____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly	Recital 6 A(i).	The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell and allot to the Allottee/s the commercial/residential premises being Flat No. ____ admeasuring _____ sq.fts. equivalent to _____ sq.mts. RERA Carpet area (hereinafter referred to as " said Premises") on the _____ floor of the said building known "ATLANTIS/BAHAMA/CARRIBEAN" of the project known as "Ocean Breeze" as shown in red colour boundary lies on the floor plan thereof annexed hereto and mark as Annexure "I" for the consideration of Rs. [•]/- (Rupees [•] Only) including ~~Rs.....being~~ the proportionate price of the common areas and facilities appurtenant to the premises, ~~the nature, extent and description of the common areas and facilities which are more particularly described in the Second schedule annexed herewith.~~

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	described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).		~~(the price of the Shop/Flat including the proportionate price of the common area and facilities and parking spaces should be shown separately.~~
17		Recital 4 A(ii).	The Carpet Area of the Flat/ office/ Shop is _____ square feet RERA Carpet area and the Exclusive Areas of the Flat/ office/ Shop is _____ square feet RERA Carpet area aggregating to Total Area of _____ square feet RERA Carpet area. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital ___ above.
18		Recital 4 C	The Promoter has the discretion to raise invoices for the milestones which has been completed/achieved irrespective of sequences of milestones.
19	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies in owed by the competent	Recital 4 E	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies in owed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along the demand letter being issued to the Allottee/s, ~~which shall~~

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	authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.		~~only be applicable on subsequent payments.~~
20		Recital 4 F	~~The Promoter may allow in its sole discretion, a rebate for early payment of equal instalments payable by the Allottee/s by discounting such early payments @ __ % per annum for the period by which respect instalment has been preponed. The provision or allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the promoter~~
21	The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by	Recital 4G	The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within ~~forty five~~ sixty days ~~with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the Allottee/s~~. If there is any increase in

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	Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.		the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) of this Agreement. The proposed carpet area of the said Premises would be as per the approved plans and may change as a result of physical variation due to tiling, ledges, plasters and skirting.
		Recital 6H	The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/ Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated RERA Collection Account – BHAIRAV SMILE INFRAPROJECTS OCEAN BREEZE RERA COLLECTION ACCOUNT--2402234157216928 being opened by the Promoter with the AU Small Finance Bank Limited.
22	Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, The Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters	Recital 8	~~Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly,~~ The Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in ANNEXURE "J" herein above. ("Payment Plan").

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23	The Promoters hereby declares that the Floor Space Index ["FSI"] available as on date in respect of the project land is ..... square meters. only and Promoters have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as. The FSI consist of incentive FSI and/or any other FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.	Recital 9	The Promoters hereby declares that the Floor Space Index ["FSI"] available as on date in respect of the project land is ..... square meters. ~~only and Promoters have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as.~~ The FSI consist of incentive FSI and/or any other FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only

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24		Recital 10	The Allotee/s is/are aware that the proposed new building/s are under reference is deficient in open space and MHADA will not be held liable for the same in future. That the Allottee/s agrees for and gives their no objection for the neighbourhood development with deficient open space in future. It is further agreed that the Allottee/s will not be held MHADA liable for failure of mechanical Parking system in future. The Allottee/sis aware that there is inadequate manoeuvring space of car parking and they will not make any complaint to MHADA in this regard in future.
25		Recital 11	The Allottee/s agrees that he/she/they shall maintain the Dry and wet garbage separately and the wet garbage generated in the building shall be treated separately as the same plot by the resident/occupants of the building in the jurisdiction of MCGM
26	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter 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 handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all	Recital 12	~~If the Promoter to abide by the time schedule for completing the project and handing over the Premises to the Allotee, the Promoter agrees to pay to the Allotee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all amounts paid by the Allottee/s, for every month or delay, till the handing over of the possession.~~ The Allottee/s agrees to pay to the Promoter, interest at the rate which shall be the State Bank of India's highest Marginal Cost of Lending plus two percent, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said

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	the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.		amount is payable by the Allottee(s) to the Promoter.
27	Provided further that upon termination of this Agreement as aforesaid, the 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. c. on the realization of the entire sale consideration from new Allottee/s of the said premises, the Promoters shall refund to the Allottee/s the amount paid by the Allottees to the Promoters in pursuance of this Agreement after deduction there from; i) the earnest money for allotment of the Apartment (which is to stand forfeited by the Promoters).	Recital 13	Provided further that upon termination of this Agreement as aforesaid, that Promoter shall retain/adjust and appropriate 10% of the agreement value, or Amount Paid (whichever is higher), by way of liquidated damages, and refund the balance amount to the Allottee (subject to adjustment and recovery of any agreed liquidated damages on any other amount which may be payable to Promoter) within a period of ninety (90) days of the termination. ~~, the instalments of sale consideration of the Premises which may till then have been paid by the allotee/s to the Promoter~~ and this Agreement shall stands terminated, cancelled and put an end to without any further termination. c. on the realization of the entire sale consideration from new Allottee/s of the said premises, the Promoters shall refund to the Allottee/s the amount paid by the Allottees to the Promoters in pursuance of this Agreement after deduction there from; i) 10% of the agreement value, or amount paid (whichever is higher), by way of liquidated damages ~~the earnest money for allotment of the Apartment~~ (which is to stand forfeited by the Promoters).

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28	The Allottee/s has/have paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs ..... (Rupees .....) in the following manner and within the time of set out in the Schedule of payments being ANNEXURE "___"hereto:	Recital 15	The Allottee/s has/have paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs ..... (Rupees .....) payable on demand as mentioned in clause no. ___ ~~. in the following manner and within the time of set out in the Schedule of payments being ANNEXURE "___"hereto:~~
29		Recital 16	The payment of the aforesaid aggregate consideration amount shall be timely and punctually made subject to the statutory deduction of TDS if applicable, as per law for which the Allottee/s shall issue necessary certificates/confirmations in writing to the Promoters within 7 (seven) days of such deduction.
30		Recital 17	The aforesaid payment shall be made alongwith payment of service tax, VAT, GST, cess and any other similar statutory taxes and levies payable from time to time in connection to the building payable upto the date of handing over the possession of the premises so allotted. The Promoters hereby represent and the Allottee/s hereby confirms that presently as per the applicable law, the Goods and Service Tax payable on the consideration is 5%. Provided that in case there is any change/modification

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			in the taxes and application of other statutes, the subsequent amount/s payable by the Allottee/s to the Promoters shall be increased/reduced based on such change/modification.
31	The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand torefund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the	Recital 18	The Promoter shall give possession of the Premises to the Allottee/s on or before [•]. If the Promoter fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allotee/s the amount already received by him in respect of the Premises without interest ~~at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.~~-after deducting [•]%from the principal amount. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of- (i) war, civil commotion or act of God; (ii) Anynotice, order, rule, notification of the Governmentand/or other public or competent authority/court. (iii) Any Order, direction or circulation, etc. of the Concerned Authorities for stoppage of work; (iv) Any delay if any, caused in grant/issuance of NOC and O.C. by the Concerned Authorities;

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	Government and/or other public or competent authority/court.		(v) Any delay in issuance of Occupation Certificate by the Concerned Authority beyond one month of making application for issuance thereof by the Promoter; (vi) Due to restraining order by the members of Society (vii) Any other reason/cause beyond their control; (viii) Pandemic, lockdown (partially or fully) either by Central or State Government or Local Authority For the purpose of this Agreement this expression "force majeure" shall also include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic, lock down or other natural disaster, calamity or any acts, events, restrictions beyond the reasonable control of the Promoter.
32		Recital 23	Notwithstanding anything stated in Clause ___ or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for Structural Defects where the ALLOTTEE/S has made any structural changes in the Unit or in the materials used thereon.
33		Recital 25	~~The Allottee/s along with other allottee/s of Premises in the building shall join in forming and registering the Society or Association or Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time~~



			~~sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming member, including thebyelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s, 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~~
34		Recital 26	~~The Promoter shall, within three months of registration of the Society or Association or Limited company, as aforesaid, cause to be transferred to the society Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owner in the said structure of the Building or wing which the said Premises is situated.~~
35		Recital 27	~~The Promoter shall, within three months of registration of the Federation/apex body of the societies or Limited Company, as aforesaid, caused to transferred to the Federation/Apex body all the rig title the interest of the Vendor/Lessor/Original~~

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			~~Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.~~
36		Recital 28	The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and the owner of the said property, there will not be any question of Developer complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA.
37		Recital 29	The Developer shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.
38		Recital 30	Once the Allottee/s is/are admitted to the membership of the Society, the Allottee/s hereby agree/s and undertake/s to abide by the bye-laws, rules and regulations of the Society including the resolutions that have been passed till date and that may be passed in future. Unless the Promoter has intimated in writing to the Allottee/s for submitting necessary forms, undertaking, indemnities etc., the Allottee/s hereby agree/s and undertake/s not to submit any documents or correspond with the Society independently for admitting him/her/it as a member of the Society. It is clearly agreed and understood that the Allottee/s shall be entitled to apply for such membership of the said Society only through the Promoter as aforesaid.

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39	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and paythe proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project 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 Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's	Recital 31	Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Premises are ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges, development 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/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s' share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. [•]/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter 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~~

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	share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid bythe Allottee to the Promoter shall not carry any interest and remain with the Promoter 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 suchconveyance/assignme nt 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 Promoter to the Society or the Limited Company, as the case may be		~~by the Promoter to the Society or the Limited Company, as the case may be.~~
40	The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body. (ii) Rs. ..... for formation and registration	Recital 32	The Allotee/s shall on or before delivery of the possession of the said premises shall pay to the Promoter, the following amount:- (i) Rs. [•]/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. ~~(ii) Rs. [•]/- for formation and registration of the Society or Limited Company/Federation/ Apex body.~~ (iii) Rs.[•]/-towards provisional monthly contribution towards outgoings of Society for twelve

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	concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/ we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/ we shall be entitled to cancel this allotment letter and further I / we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said flat and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period. 3. In the event the balance amount due and payable referred in Clause 12 (ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with		deliver to us Agreement for Sale within 30 (thirty) days from the date of its receipt by you and/or appear before the Sub-Registrar for its registration as and when intimated by us, then we shall serve a notice to you for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by you, your application shall be treated as cancelled and all sums deposited by you in connection therewith including the booking amount shall stand forfeited. ~~If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/ we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/ we shall be entitled to cancel this allotment letter and further I / we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said flat and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.~~ 3. ~~In the event the balance amount due and payable referred in Clause 12 (ii) above is not~~

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	of the Society or Limited Company/Federation/ Apex body. (iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body (iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.		months alongwith taxes thereon ~~or Company/Federation/Apex body~~. (iv) Rs. [•]/- For Deposit towards Water, Electric, and other utility and services connection charges. (v) Rs. [•]/- towards Legal charges (vi) Rs. [•]/- Development charges& betterment charges (vii) Rs [•]/- for deposits of electrical receiving and Sub Station provided in Layout.
41		Recital 34	~~The Allottee/s shall pay to the Promoter a sum of Rs.[•]/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.~~
42		Recital 35	~~At the time of registration of conveyance or Lease of the structure of the building or wing of the~~

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			~~building, the Allottee/s shall pay to the Promoter, the Allotee share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease orany document or instrument of transfer in respect of be structure of the said Building /wing of building the time of registration of conveyance or Lease of the project land the Allottee/s shall pay to the Promoter the Allotee share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to the executed favour of the Apex Body or Federation.~~
43		Recital 36 (ix)	~~At the time execution the conveyance of the structure the association Allottee/s Promoter handover lawful, vacant, peaceful, physical possession the common areas of the Structure to the Association of the Allottee/s.~~
44		Recital 36 (xii)	If due to any change in the F.S.I Rules and more F.S.I. Becomes available (including on account of staircase, walls lifts, balcony, passage, road width, government schemes etc.) then in such event the said Promoter alone shall be entitled to use, utilize, consume and exploit such F.S.I on the said property.
45		Recital 36 (xiii)	If due to any change in the Development Rules and Regulations or by introduction of any other concerned authorities any benefit of T.D.R by whatever names called and in all forms are available in respect of the said property, then in each event the Promoter alone shall be entitled to

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			avail such benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same.
46		Recital 36 (xiv)	The Promoter shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms including modifications, changes, alterations etc. in respect of the said sanctioned plan and other permissions, as they may in their absolute discretion so desire.
47	Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.	Recital 37 (vii)	Pay to the Promoter within seven (7) ~~fifteen~~ days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government towards ~~for giving~~ water, electricity or any other service connection to the building in which the Premises is situated.
48		Recital 37 (xi)	~~Till a conveyance of the structure of the building in which Premises situated is executed in favour of Society/limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof~~
49		Recital 37 (xii)	~~Till a conveyance of the project land on which the building in which Premises is situated is executed in~~

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			~~favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof~~
50		Recital 37 (xiii)	The Allottee/s hereby agrees and undertakes that he/she /they shall not obstruct or object or dispute to the right, title and interest of the Promoter and the Society in respect of the said additional F.S.I. and/or Additional Buildable Area/T.D.R. benefit available to the Promoter and the Promoter as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc, if so required by the Promoter
51		Recital 37 (xiv)	The Allottee/s hereby agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoter in respect of the benefit arising from additional F.S.I and/or additional development potentiality available to the Promoter to use, utilize, consume and exploit the same by constructing additional floors on the said building
52		Recital 37 (xv)	The Allottee/s of Premises agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoter in respect of the said additional floors which the Promoter are entitled to construct by use of such extra or additional as member and shareholder of the

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			Society and such Allottee/s shall have all the privileges and entitled to avail of the common amenities as may be available to the Allottee/s herein in the said building and/or the property
53		Recital 37 (xvi)	It is expressly agreed and understood that the right, title and interest of the Promoter to avail the benefits of additional F.S.I. and/or T.D.R/ Additional Buildable Area benefit to use, utilize and consume the same in the said property shall be absolute and permanent.
54		Recital 38	The Allottee/s hereby confirm having granted his/her/their permission/consent to the Promoter and agrees: a) that the Promoter as may be mutually agreed upon by and between them shall be entitled at all time to all FSI in respect of the project land whether available at present or in future including the additional FSI available under the Rules and regulations of the Concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever. b) that under no circumstances the Allottee/s will be entitled to any FSI in respect of the project nor shall they have any right to consume the same in any manner whatsoever. c) that the Promoter shall be entitled to develop the said property fully by constructing and/or making constructing of additional floors so as

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			to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the project land or acquired otherwise howsoever and on Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Allotee/s or other acquires of other premises in such building and/or their common organization or society having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with dispose off, sell, transfer etc. the same in any manner the Promoter may chooses. The Allottee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoter shall be entitled to consume such FSI by raising floor or floors on the said building any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Promoter, as hereinafter mentioned shall be subject, inter alia, to the aforesaid reservation. d) that the Promoter alone shall be entitled to allot/sell any part or portion of the said building including the open terrace/s or part thereof, parking spaces, open space including for

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			display of advertisements, hoardings, etc. e) to admit without any objection the persons who are allotted premises by the Promoter as members of the Society. f) not to raise any objection or interfere with Promoter rights reserved hereunder. g) to execute any further or other writing, documents, consents/permission etc. as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto. h) to do all other acts, deeds, things and matters and sign and execute such papers, deeds documents, writings, forms, applications which the Promoter in their absolute discretion deem fir for putting into complete effect the provisions of this Agreement. The aforesaid consent/permission, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Allottee/s and/or possession of the said building is handed over to the Allottee/s of all premises and vesting documents is executed.
55		Recital 39	The Allottee/s shall check and/or inspect the said premises/Flat before taking possession of the same. Thereafter, the Allottee/s shall have no claim against the Promoter in respect of any item or work in the said premises/Flat or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the

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			plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto
56		Recital 40	It is expressly agreed and understood that the Promoter shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges etc. in respect of the unsold shops, flats, and/or non-allotted car parking spaces to Society. The Allottee/s herein shall not individually or with other claim for demand of any such amount from Promoter
57		Recital 41	In respect of the unsold flats/shops, if any, after the Promoter obtains Occupation Certificate/ part-occupation Certificate from the MHADA, the Promoter shall reimburse only the property tax, if so, claimed or demanded by the concerned authorities of MHADA including Assessment and Collection Department in respect of the unsold premises and that the Promoter shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the society may claim from the Allottee/s occupying their respective premises, under its Bye-laws or Rules and Regulations
58		Recital 42	The Promoter shall, if necessary, become the member of the society in respect of unsold Flats/Shops. If the Promoter transfer, assign and dispose of such unsold flat/car parking to anyone at anytime, then, the respective assignee, transferee and/or the Allottee/s thereof shall become

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			members of the society in respect of the such flat. The Allottee/s herein and the Society will not have any objection to admit such assignee, transferer Allottee/s as the member of the society without any charges whatsoever
59		Recital 43	In the event, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is hold to be liable to any tax as a sale or otherwise in whatever form either as a whole or in part any inputs or material/s or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Allottee/s along with other Allottee/s on demand at any time and the Promoters shall not be held liable or responsible. Such payment shall be made by the Allottee/s within 10 (Ten) days of demand being made by the Promoters, in writing. In the event, the Allottee/s fail/s, refuses or neglects to pay the same, within the stipulated period, the same shall amount to an express breach and the Developer shall be entitled to terminate and cancel these presents.
60		Recital 44	The Promoter will at all times, be entitled to install the logos and/or name boards and/or put up advertisements boards/hoarding etc. of the Promoter, and/or its Group Companies, (hereinafter referred to as **"the displays")** with various devices (including electronic, laser and neon signs) in one or more places on the



			Buildings, on open space/s, the terraces of the said building and the compound walls of the property. The Promoter and/or its Group Companies will not be liable to make any payment of any nature to the Association of Allottee/s' Society in the said building in respect of the said displays
61		Recital 45	The Promoter may as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion on the Promoter in the case of one Allottee/s shall not be constructed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Premises Allottee/s.
62		Recital 46	Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
63		Recital 47	The Promoter shall beat full liberty to sell, assign, mortgage or otherwise deal with their right and interest in the aforesaid property and building or any of them subject to the rights of the Allottee/s under this Agreement. The Promoter shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said property or otherwise and to keep their premises defined under the

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			Development Agreement as security for repayment thereof
64		Recital 48	The Allottee/s hereby gives his/her/their express consent/permission to the Promoter to raise any loan against the security of mortgage of their premises defined under the Development Agreement being constructed thereon and for mortgaging the same with any bank/s or any other party. This consent/permission is on express understanding that any such loan liability shall be borne by the Promoter at their expenses before the possession of their Premises is handed over to the Allottee/s
65		Recital 49	The Allottee/s authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may at their sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust their payments in any manner
66		Recital 50	The Promoter at their option be entitled to carry and complete the development of the said property either by themselves or through their Promoter, sub-Promoter, contractors or otherwise and are also entitled to grant development right to any other Builder or Developer either independently or jointly with them on such terms and conditions as they may decide and execute necessary documents. However, such transaction shall be subject to these presents. No separate consent/premission in writing or

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			otherwise is required to be obtained from the Allottee/s. On documents being executed by Promoter with their nominee, assignee or Promoter, the Promoter shall inform the same to the Allottee/s and on such intimation being given the Allottee/s shall be entitled to enforce the terms of this Agreement and shall offer performance and compliance of his/her/their obligations under these presents to such nominee or assignee.
67		Recital 51	The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s)made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign

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			Exchange Management Act, 1999 or other laws applicable, as amended from time to time. The Promoter shall not be held responsibility in this regard. The Allotee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any 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 the same in writing to the Promoter/Society immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any such Allotee/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee/s only.
68		Recital 52	The Promoters accept no responsibility in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any 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 the same in writing to the Promoters/Society immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the

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			application/allotment of the said Flat/premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.
69	Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Premises and parking spaces, if any, hereby agreed to be sold to him/her/them. 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	Recital 54	Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Premises and parking spaces, if any, hereby agreed to be sold to him/her/them. ~~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~~
70		Recital 56	In the event the Allottee/s's being desirous of obtaining housing loan from any bankers or financial institutions so as to purchase the said Premises under these presents, the Allottee/s shall be entitled to do so only after obtaining previous written consent/permission from the Promoter and only after he/she/their having complied with, fulfilled, observed and performed her/his/their part of the obligations contained under these presents and further undertake to do so. The Promoter do not give guarantee to such finance or

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			housing loan and the Allottee/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoter indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.
71		Recital 57	It is further agreed and understood that in the event of the Allottee/s having obtained sanction of housing finance, Allottee/s shall inform in writing to the Promoter of having obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoter alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee)/Pay order directly in the name of the Promoter shall be handed over personally to the Promoter. Acknowledgement, if any, by any unauthorized persons and /or the Allottee/s herein shall not be bind the Promoter as having received such housing finance on behalf of the Allottee/s. The Allottee/s agree and undertake that No Third-party cheque (save and except the banker / Financial Institute of the Allottee/s) shall be forwarded to the Promoter. If at any time such third-party cheque is forwarded to the Promoter, the same shall be treated as non-payment of instalment by the Allottee/s and

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			thereafter the consequences as stipulated under these presents shall follow
72		Recital 58	It is here agreed and understood that the Allottee/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoter shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right and/or the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Allottee/s to the Promoter under these presents, the Allottee/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Allottee/s shall pay the amount due and payable to the Promoter from his/her/their own source of income.
73		Recital 59	The Allottee/s is/are satisfied and has/have accepted the Title of the Society and the Promoter as disclosed in the certificate of Title issued by the

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			Advocate of the Promoter and which is annexed hereto. The Allottee/s shall not be entitled to further investigate the title of the said property and hereby undertakes not to raise any objection or requisitions in respect thereof or dispute the same in any manner
74		Recital 60	The Allottee/s hereby expressly declare and confirm that he/she/they have been disclosed by the Promoter various terms, conditions stipulations, etc. under the permissions, orders approvals sanction/NOC granted by various concerned authorities as recited herein above as also various terms and conditions including with regard to the Agreements executed by the said Owners in favour of the Promoter. The Allottee/s independently as also jointly with the Allottee/s of other premises in the building, on taking possession of the irrespective premises, shall comply with, fulfil, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the concerned authorities while giving/ granting various orders, approvals, sanctions/NOC as aforesaid. The Allottee/s shall not object, dispute or challenge to all such terms and conditions as aforesaid.
75		Recital 61	In the event of any of the portion of the project land is being subject matter of any reservation, setback etc. the Promoter shall be entitled to comply with such reservations, handover such portion duly constructed or otherwise and claim ask for demand, recover and receive, compensation, benefits, in the form of development right or

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			otherwise and use, utilize, consume and exploit the same in development of the project land, as the Promoter may deem fit and proper
76			Promoters may contemplate in future (even after the receipt of O.C.) to develop the lands adjacent/adjoining/contiguous i.e. tit-bit area to the said property (hereinafter referred to as the "Adjoining Properties"). The Promoters shall also be entitled to/required to club/amalgamate the said property (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the said property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoters shall be entitled to/required to undertake the following as it may in its sole discretion deem fit,- A. Amalgamate schemes of development, land plates, lands, land composition and land mix, B. Float FSI/TDR from the said property onto the Adjoining Properties and from the Adjoining Properties onto the said property and undertake consequent construction, development, sale, marketing and alienation, C. Provide common access and/or entry and/or exit points to the said property (or part thereof) and/or the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the said property (or part thereof) and/or the Adjoining Properties, D. The Promoters reserves it right(s) to amalgamate the Adjoining Properties with the said property and all references in this Agreement to the said property shall be construed as references to such amalgamated property unless the context otherwise requires.
77			The Allottee/s agrees that the overall development of the said property being dynamic in nature, may warrant

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			changing or shifting the place/location on which amenities are provided, including the Recreational Ground.
76	Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection	Recital 62	Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign and deliver this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan with 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from date of its receipt by the Allottee/s and/or appear before the Sub-Register for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allotee/s for rectifying the default, which if not rectifiedwith15 (fifteen) days from the date of its receipt by the Allottee/s application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall stand forfeited. ~~be returned to the Allottee/s without any interest or compensation whatsoever~~.

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	therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever		
77		Recital 71	The Allottee/s shall not discontinue the various agency appointed by the Promoter for maintaining the new building along with all amenities and landscaping

Yours Faithfully,
M/S. Bhairav Smile Infraprojects

BHAIRAV SMILE INFRAPROJECTS

Authorized Signatory

Date :- 18/05/2024

Place :- MUMBAI