

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 20/10/2023

Subject:- Deviation Report on Agreement for sale the project named **AVALON RESIDENCY LLP** located at Sub Plot C-1 bearing New CTS No 928/A/01 of Village Pahadi Goregaon (west) and New CTS No 1390,1390/A, 1390/1 to 11 of Village Malad (South), Goregaon west, Mumbai

Deviation Clause

Clause no as per our draft	Actual clause
1	RECITALS The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part as if the same were set out hereinafter and reproduced verbatim.
4	VARIATION IN PLAN The Promoter/Developer shall, under the normal conditions and subject to the availability of the required building materials, construct and complete the Building as per the said plans seen and accepted by the Purchaser/s, with such variations and modifications as the Promoter/Developer may consider necessary or may be required by any public authority to be made in them. So long as the carpet area of the said Unit is not altered, the Promoter/Developer shall be at liberty, and are hereby permitted, to make variations in the layout/elevations of the said property and/or of the Building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the Building as the exigencies of the situation and the circumstances may require. The Purchaser/s hereby expressly agrees to such variations as if the said variations had always been incorporated in the said plans. The Purchaser/s is/are also aware and accepts that the Building, when complete, is envisaged to be floors (subject to permissions being granted by the competent authorities)

	and consume a total FSI of . The Purchaser/s is/are also aware that the Building, when complete, may consume an FSI of less than__.																																													
5.1	The Purchaser/s has/have paid, before execution of this Agreement, a sum of Rs. [] (Rupees [] Only) as advance payment and hereby agree/s to pay to the Promoter/Developer the balance amount of Sale Consideration of Rs. [] (Rupees [] only) in the following manner: <table><tr><th>Sr. No.</th><th>Particulars</th><th>Percentage</th></tr><tr><td>1</td><td>On Booking (Earnest Amount)</td><td>10.00%</td></tr><tr><td>2</td><td>On Registration of Agreement</td><td>20.00%</td></tr><tr><td>3</td><td>On Completion of Plinth of the building or wing in which the said Unit is located</td><td>15.00%</td></tr><tr><td>4</td><td>On Completion of 5th Slab of the building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>5</td><td>On Completion of 10th Slab of the Building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>6</td><td>On Completion of 15th Slab of the Building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>7</td><td>On Completion of 20th Slab of the Building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>8</td><td>On Completion of 25th Slab of the Building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>9</td><td>On Completion of 30th Slab of the Building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>10</td><td>On Completion of 35th Slab of the Building or wing in which the said Unit is located</td><td>3.00%</td></tr><tr><td>11</td><td>On Completion of 40th Slab of the Building or wing in which the said Unit is located</td><td>2.00%</td></tr><tr><td>12</td><td>On Completion of 45th Slab of the Building or wing in which the said Unit is located</td><td>2.00%</td></tr><tr><td>13</td><td>On Completion of walls, internal plaster, floorings, doors and windows of the said Unit</td><td>5.00%</td></tr><tr><td>14</td><td>On Completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said Unit</td><td>5.00%</td></tr></table>	Sr. No.	Particulars	Percentage	1	On Booking (Earnest Amount)	10.00%	2	On Registration of Agreement	20.00%	3	On Completion of Plinth of the building or wing in which the said Unit is located	15.00%	4	On Completion of 5th Slab of the building or wing in which the said Unit is located	3.00%	5	On Completion of 10th Slab of the Building or wing in which the said Unit is located	3.00%	6	On Completion of 15th Slab of the Building or wing in which the said Unit is located	3.00%	7	On Completion of 20 th Slab of the Building or wing in which the said Unit is located	3.00%	8	On Completion of 25 th Slab of the Building or wing in which the said Unit is located	3.00%	9	On Completion of 30 th Slab of the Building or wing in which the said Unit is located	3.00%	10	On Completion of 35 th Slab of the Building or wing in which the said Unit is located	3.00%	11	On Completion of 40 th Slab of the Building or wing in which the said Unit is located	2.00%	12	On Completion of 45 th Slab of the Building or wing in which the said Unit is located	2.00%	13	On Completion of walls, internal plaster, floorings, doors and windows of the said Unit	5.00%	14	On Completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said Unit	5.00%
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	15	On Completion of the external plumbing, external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located	5.00%
	16	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/ies, plinth protection, pavings, etc. of the building or wing in which the said Unit is located	10.00%
	17	Balance Amount on Possession of the said Premises	5.00%
7	7.1 All payment shall be made by the Purchaser/s by drawing cheque/ DD in the name of "_____ A/c" _____ A/C No _____, _____ Bank _____ Branch payable at Mumbai or other account as the Promoter/Developer may intimate subsequently to the Purchaser/s. 7.2 The Purchaser/s shall be entitled to deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter/s within the period stipulated under the Income Tax Act, 1961 in this regard. 7.3 Provided that the receipt for the payment made shall be issued by the Promoter/Developer only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter/Developer or in the account as Promoter/Developer subsequently intimated to the Purchaser/s and the TDS certificate if applicable is received by the Promoter/Developer. 7.4 The Purchaser/s has/have made a payment of Rs./- (Rupees _____ only) towards booking of said Unit in terms of the Allotment Letter/along with the request letter which has been adjusted against the consideration as mentioned herein above. In addition the purchasers has/have further paid Rs _____/- (Rupees _____ only) upon execution of this Agreement. 7.5 The Purchaser/s shall also pay GST as per prevalent rates, rules and regulations through separate cheque/Demand Draft drawn in the name of "_____", Promoter/Developer hereby acknowledges the receipt thereof.		
10	DEFAULT BY PURCHASER/S: 10.1 Following shall deemed to be a default on the part of Purchaser/s: 10.1.1 Default in making timely payment of sums due as mentioned in this Agreement; 10.1.2 Creating nuisance on the site resulting in danger/damage to the said		



	project, said Plot, threat to life; 10.1.3 Delay in accepting the possession of the unit within a period of months of intimation to take possession by Promoter/Developer. 10.1.4 Refusing/ delay in taking membership of said proposed Society. 10.1.5 Breach of any terms and conditions of this Agreement. 10.1.6 Breach of any law or provisions thereto. 10.1.7 Obtain forceful occupancy/ possession of said Unit before receipt of Occupation Certificate or Occupation Certificate (Part) issued by competent authority. 10.2 The Purchaser/s shall not be in default if he/she/it/they correct/s / remedy/ies such breach within 7 days of notice from the Promoter/Developer to the Purchaser/s
11	11.4 It is further agreed that upon termination of this Agreement as stated herein the Promoter/Developer shall refund to the Purchaser/s the installments of the said price, which the Purchaser/s may till then have paid to the Promoter/Developer less 10(ten)% of the purchase price which shall stand forfeited as liquidated damages and service charges. The Promoter/Developer shall also not be liable to pay to the Purchaser/s any interest on the amount so refunded upon termination of this Agreement. It is hereby agreed and understood by the Purchaser/s that the Purchaser/s shall not make and/or claim any right, title or interest whatsoever over the said Unit and/or challenge and/or question the Promoter's/Developer's discretion. The Promoter/Developer will be liable to repay the balance consideration received to the Purchaser/s only after the Purchaser/s execute/s and registers a Deed of Cancellation for cancelling this Agreement, in accordance with law and after which Promoter/Developer sells the said Unit to another prospective purchaser. 11.5 Upon termination of this Agreement the Promoter/Developer, shall be at liberty to dispose of and sell the Unit to such person and at such price as the Promoter/Developer may in its absolute discretion think fit. Provided that the Purchaser/s shall not be entitled to raise any objection to termination made by the Promoter/Developer and that Promoter/Developer is entitled to unilaterally register the cancellation deed with the jurisdictional Registrar of Assurances suo-moto without any recourse to the Purchaser/s, if the Purchaser/s fails to cooperate in this regard. 11.6 The Promoter/Developer is not liable to refund the taxes and other statutory charges collected from the Purchaser/s till the date of



	termination of the Agreement. 11.7 The Promoter/Developer may at its own option approach the authority under RERA for seeking appropriate order for cancellation of this Agreement.
12	12.3 The actual carpet area of the said Unit may vary up to (three) 3% due to design and construction exigencies and therefore the Developer/ Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupation Certificate (Part) or Occupation 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 Developer/Promoter in the event of any change in the carpet area. The Purchaser/s agrees to pay the differential amounts, if the area is increased beyond (three) 3%. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money (without any interest) paid by Purchaser/s within forty five days from such demand being made by the Purchaser/s. If there is any increase in the carpet area of the said unit allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan or thereafter as the case may be and the Purchaser/s shall pay such additional amounts within a period of forty five days from the date of such demand being made by the Promoter/ Developer. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to _
12.7	12.7.2 Provided further that any such defect in the said Unit or the Building in which the said Unit is situated is not due to or on account of or a result of any act or omission by the Purchaser/s or any Unit purchaser or Unit owner of any other Unit in the Building.
14	14.1 The Purchaser/s undertake/s that in the event the Purchaser/s is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Purchaser/s shall solely be responsible to intimate the same in writing to the Promoter/Developer



	immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules 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/Developer with such permissions, approvals which would enable the Promoter/Developer to fulfill the Promoter's/Developer's obligations under this Agreement. The Purchaser/s shall be liable to furnish the Letter of declaration thereby The Purchaser/s undertake/s that in the event the Purchaser/s is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Purchaser/s shall solely be responsible to intimate the same in writing to the Promoter/Developer immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules 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/Developer with such permissions, approvals which would enable the Promoter/Developer to fulfill the Promoter's/Developer's obligations under this Agreement. The Purchaser/s shall be liable to furnish the Letter of declaration thereby 14.17 To promptly pay all outgoings, costs, and expenses payable to the Society. 14.18 To use the parking space/s for parking of cars belonging to the Purchaser/s and / or members of his/her/their/its family and not to allow any other unauthorized person/s or stranger/s to park their cars in the parking space/s specified for the use of the Purchaser/s 14.19 To use the common areas and facilities in the Building and the said property, without causing any hindrance or obstruction to other purchases / holders of the Units in the Building. 14.20 Not to put any nameplate or letter box or neon-sign, or board in the common areas or on the outside wall of the Building, save and except at the place as may be approved or provided by Promoter/ Developer.
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	14.21 Not to cover the windows / flowerbeds / service ducts / balconies and other portions which may be visible on the external facade of the building. 14.22 Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof. 14.23 To maintain the facade of the building (along the front, the sides, and the rear elevations thereof) and the said Unit in the same form as the Promoter/Developer constructs and to not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter/Developer. 14.24 Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the building without the prior written permission of the Society. 14.25 Not to make or permit to be made any structural changes or disturb or overload or pierce, etc. to any structural component in the common areas of the Building, including the common podium slab which has been designed with post tension slab, without the prior written permission of the MCGM. 14.26 In particular, and without prejudice to the generality of the foregoing, not to make any form of alteration in or outside the said Unit or the Building or damage the beams and columns passing through the said Unit / Building for the purpose of fixing, changing, or repairing the concealed wiring and pipelines or otherwise for any purpose. 14.27 The Purchaser/s shall be solely responsible for compliance with applicable laws, notifications, guidelines etc. for the purchase of immovable property in India (as applicable to the said Unit). 14.28 The Purchaser/s shall be responsible for and indemnify and keep indemnified, the Promoter/Developer from and against all damages, actions, claims, demands, costs, charges, expenses and penalty, prosecutions, proceedings relating to the said Unit or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser/s and shall also indemnify and keep indemnified, the Promoter/Developer from and against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Promoter/ Developer as a result of any act, omission or negligence of the Purchaser/s or the servants, agents, licensees, invitees or visitors of the Purchaser/s and / or any breach or non-observance by the Purchaser/s of the Purchaser/s's covenants and/ or any of the terms and conditions of this Agreement which are to
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	be observed and performed by the Purchaser/s. 14.29 No objection for brand signage on façade and any other suitable location. 14.30 The Purchaser/s has/have verified the documents including title search report and the conditions of commencement certificate and the sanctioned plan. The Purchaser/s is/are satisfied that the Promoter/Developer has absolute, clear, developable and marketable title to the said Property so as to enable it to convey the said Property to the society to be formed 14.31 The Purchaser/s has/have verified and understood the plan prepared by Promoter/ Developer for the said project in its entirety and he/she/it/they hereby give/s approval for Promoter/ Developer making changes in said project upon getting permission and sanctions from the concerned authority. 14.32 The Purchaser/s shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said Unit. 14.33 The Purchaser/s hereby declare/s and confirm/s that he/she/it/they has/have seen the proposed plan for future development. The Purchaser/s hereby assure/s and undertake/s that he/she/it/they will not raise any objection to the proposed future expansion. The Purchaser/s hereby declare/s and confirm/s that this approval for revision of plan be considered as his/her/its/their unconditional approval mandated under RERA and that no further separate approval would be required from him/her/its/their by the Promoter/ Developer for carrying out the proposed revision. 14.34 The Purchaser/s has/have verified and perused the development permission and commencement certificate and the conditions contained therein. The Purchaser/s has/have also understood the future development. The Purchaser/s has/have also visited the site and understood the infrastructure available currently and has/have inquired about the role of government agencies in providing permissions and infrastructure for the project The Purchaser/s has/have taken a decision to purchase the said Unit at this stage of project due to reduced pricing and hence has/have agreed to take project risk of delays due to various infrastructural issues and government delays. The Purchaser/s understand/s that in future the prices of units will go up and therefore to save substantial money the Purchaser/s has/have taken a decision to take project risk. 14.35 The Purchaser/s has/have taken a decision to purchase the said Unit at
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	building, part or portion or floor, the Promoter/ Developer or its agents or contractors shall carry on the remaining work with the Purchaser/s occupying the said Unit. The Purchaser/s shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/her/it/them. 14.40 The Purchaser/s shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter/ Developer to transfer the right, title and interest in respect of the said Unit to third party during course of construction of said project or before possession of said Unit is given to the Purchaser/s whichever is later. Without obtaining the said certificates any document executed by Purchaser/s in the name of third party shall be treated as 'void-ab-initio'. 14.41 The Purchaser/s has/have represented that he/she/it/they is/are acquiring rights in the said Unit at this stage due to cheaper pricing and benefit of deferred payment. Hence, he/she/it/they is/are taking project risk with full understand of government delays and other delays beyond Promoter's/ Developer's control 14.42 The Purchaser/s shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the Promoter/ Developer. Any default by the Purchaser/s would be treated as breach of contract and Promoter/ Developer would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Purchaser/s 14.43 The Purchaser/s shall not hold the Promoter/ Developer liable for the delay caused due to the Force Majeure as mentioned in this Agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the Promoter/ Developer. 14.44 The Purchaser/s undertake/s to abide by the By-Laws and all other terms and conditions contained in Society Bye- Laws and any valid amendment thereto and further undertakes not to raise any objection thereto either in present or in future. 14.45 The Purchaser/s shall not object for installation and keeping the sign board, hoarding and neon board of Promoter/ Developer in the said project before or after the conveyance of said plot to Society 14.46 In addition to the provisions contained hereinabove, the conveyance of the said property shall, besides the normal and usual clauses contained in the said Conveyance, contain inter alia the below mentioned essential and material clauses. The Purchaser/s agree/s
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	accept/s and unequivocally consent/s to the incorporation of the said clauses in the Conveyance of the said property. 14.46. 1 A clause that the Building standing on the said Property shall be kept at all times in a state of good repair and condition. 14. 46.2 A clause that the said Unit and all the other Units be kept at all times in a state of good repair and condition. 14.46.3 All such clauses as are necessary to give effect to the Indenture. 14.46. 4 A clause that the Purchaser/s/Society shall jointly paint the outside of the Building standing on the said property at least once every seven years. 14.46. 5 A clause that the Purchaser/s/Society shall keep open space as per the sanctioned Plans open. 14.46. 6 A clause stipulating that the terrace/roof above the top floor and the terrace appurtenant to the units on the top floor of the Building on the said property shall be exclusively used and enjoyed by Developer/Promoter. Promoter/Developer shall have the right to beautify the said roof and terrace with plants, flowers and any other garden flora as they deem fit. Any and all Purchaser/s/ Society agree and consent to the exclusive use and enjoyment of the said roof and terrace by the Promoter/ Developer and agree/s and undertake/s not to in any manner whatsoever interfere with the use occupation and enjoyment of the said roof and terrace by the Promoter/ Developer. It is expressly understood that there will be no facilities such as water tank, lift motor room or any common facility on the said roof and/or terrace as the same will be provided elsewhere. It is clarified that the Building has been designed to provide for the said facilities elsewhere. It is further expressly understood that no Purchaser/s/Society shall be entitled to use the said roof and/or terrace for any purpose whatsoever and the said roof and/or terrace shall remain locked, and access shall only be granted for maintenance purposes of the building in general but after due notice. It is agreed and understood that since there are no facilities for the use of the Building and its occupants provided on the roof and/or terrace, the same shall not be considered and/or deemed a Common Area and Facility of/for the Building, but a Limited Common Area and Facility for the benefit for the Premises constructed adjacent to the said terrace or immediately below the said roof. 14.46.7 Such other clauses as may be required by the Promoter/ Developer and/or its Advocates or Solicitors to safeguard and protect the rights
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	and interests of Promoter/ Developer. 14.46.8 A clause enjoining the Purchaser/s/Society not to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the like anywhere on the said Property and/or structures erected thereon other than that name of the Building. Promoter/Developer shall solely and alone be entitled to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the like on any portion of the said Property and/or Building after complying with the relevant Government regulations, if any, and to retain for itself the monies/revenue/income/proceeds/deposits and the like received therefrom. The Purchaser/s / Society shall co-operate with the Promoter/Developer and shall sign all applications, documents, papers, and the like as may be required by Promoter/ Developer to enable Promoter/ Developer to affix such advertisement/s, advertisement board/s, hoarding/s or other signage or the like, if required. 14.46.9 A clause stipulating that parking spaces which are forming part of the Agreement for Sale shall not be cancelled by the Society which is formed by merging the said Societies. 14.46.10 A clause stipulating that all future benefits whatsoever accruing in respect of/attribution to the said Property (including but not limited to those accruing in respect of/attribution to the present FSI, present Additional FSI, and present TDR from the said property), shall belong exclusively to and vest solely in Promoter/Developer, alone. The Society which is formed after merging the said Societies shall not make any claim whatsoever in respect thereof. It is clarified that all future benefits include but are not restricted to, any increase in the permissible constructible area (whether by way of amendment to the DCPR, change in the definition of FSI or modification to areas exempted/included in FSI, or increase in FSI or in any other manner whatsoever) over and above the presently permissible constructible area consuming an FSI. 14.47 The Purchaser/s hereby further covenant/s that until the conveyance is executed in respect of the said Property by the Promoter/ Developer in favour of the merged Society which is formed after merging the two Societies, in the event of there being a failure, neglect, breach or default on the part of the Purchaser/s to observe, perform or comply with any of the terms and conditions of this Agreement then; 14.47.1 The Promoter/ Developer shall be entitled to issue a Notice to the Purchaser/s calling upon the Purchaser/s to rectify and / or make
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	good or set right such failure, neglect, breach or default to the satisfaction of the Promoter/ Developer within seven days from the date of receipt of such Notice by the Purchaser/s, failing which the Promoter/ Developer shall be entitled to terminate this Agreement without prejudice to the right of the Promoter/ Developer to claim compensation or damages (as may be determined by the Promoter/ Developer) till the same is rectified by the Purchaser/s or by the Promoter/ Developer (at its option), at the costs, expenses and consequences of the Purchaser/s. The provision for a Notice to be sent by the Promoter/ Developer to the Purchaser/s in this sub-clause shall not be deemed to be a liberty or right to the Purchaser/s not to comply with the provisions of this Agreement.
14.47.2	If such failure, neglect, breach or default on the part of the Purchaser/s has, in the view of the Promoter/ Developer, seriously affected / or is of such nature as will seriously affect the structural stability of the said Unit and / or the Building, the Promoter/ Developer shall be entitled, without prejudice to the right of the Promoter/ Developer to terminate this Agreement as set out above, without issuing any Notice to the Purchaser/s, to take the necessary steps to preserve the structural stability of the Building / Premises. In such event the Purchaser/s shall be liable to pay to the Promoter/ Developer, appropriate compensation / damages as may be determined by the Promoter/ Developer, for such serious neglect / breach / default / failure and to reimburse to the Promoter/ Developer the costs and expenses incurred by the Promoter/ Developer in making good / rectifying such failure, neglect, breach, or default at the latest within one month from the date of demand of the same by the Promoter/Developer.
14.48	The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Promoter/ Developer to the said Property described in the Fourth Schedule hereunder written and has/have absolutely accepted the same.
14.49	The Purchaser/s have also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said Property, having inspected the sanctioned building plans. The Purchaser/s is/are informed and is/are aware that further FSI will be utilized as would be available and sanctioned by the Planning Authority from time to time under various provisions of the DCR/other applicable laws, rules, and regulations, as may be modified and amended



	from time to time, and the Purchaser/s being aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof whatsoever. 14.50 The Purchaser/s shall have no claim whatsoever save and except in respect of the said Unit hereby agreed to be acquired and the use of the particular car-parking space/s (if so specified). All other open spaces, unsold Units and other spaces, etc. in the Avalon/Avalon Residency Project will remain the property of the Promoter/ Developer until the Avalon/Avalon Residency Project is transferred/conveyed to the merged Society of the existing Societies by the Promoter/Developer. 14.51 The Purchaser/s has/have clearly understood, been made aware and agreed that the Promoter/ Developer shall solely and alone be considered and deemed to be "Promoter" within the meaning assigned to the term in RERA. 14.52 NOMINEE The Purchaser/s declare that he/she/it/they has/have appointed Mr./Mrs. _____ aged about _____ having his/her address at _____ and having e-mail id _____ (hereinafter referred to as the "said Nominee") as his/her/its/their nominee in respect of the said Unit (hereinafter referred to as the "said Nominee"). The Purchaser/s shall separately submit photocopies of PAN, AADHAR Card, Passport or any other document proving the identity of the said Nominee to the Promoter/Developer. The Purchaser/s hereby expressly declares and confirms that he/she/it/they shall intimate the said Nominee that he/she has been appointed as Nominee in respect of the said Unit and shall submit the acknowledged copy of the such intimation to the Promoter/Developer to enable the Promoter/Developer to approach the said Nominee in case of need. Before the completion of this intended sale transaction with the Purchaser/s herein, in any event if the Purchaser/s dies, then in that event the Promoter/Developer shall conclude this sale transaction with the Nominee so appointed by the Purchaser/s. On the death of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The said Nominee shall execute/submit Declaration/Indemnity Bond in favour of the Promoter/Developer herein in case he/she is exercising his/her right as the Nominee under this Agreement alongwith self- attested and verified documents for proving his identity. If the said Nominee fails to perform the obligations under this Agreement and/or
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	fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated in this Agreement and/or as intimated separately), then the Promoter/Developer shall be entitled to terminate this Agreement in the manner stated herein. The Purchaser/s shall at any time hereafter be entitled to substitute the said Nominee for the purposes herein mentioned. The Promoter/Developer shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her in all matters pertaining to the said Unit. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary by the prevailing laws and required by the Promoter before complying his/her obligations under this agreement and Promoter/Developer handing over possession to the said Nominee.
17.	17.1 It is clarified by the Promoter/ Developer and understood and consented to by the Purchaser/s as an express, essential, and integral term and condition of this Agreement that: 17.2 The existing Societies shall be merged into a new Society which will be formed and the Purchaser/s of the Units shall be admitted as the member/s of the merged Society of the Building by the Promoter/ Developer within three months of the majority of the units having been sold or within three months of occupation certificate whichever is earlier. The transfer of the Building and other ancillary structures as may be finally constructed thereon shall be in favour of the merged Society. 17.3 The merged Society which shall include the members of the existing two societies and the purchasers/ holders/ owners of free sale units in the Building, in accordance with the provisions of this Agreement, shall ultimately maintain, repair and/or replace the lighting, drainage, water mains, drains, suction tank with pumps, auxiliary tanks, watchman's cabin, security, gate, ancillary structures, common areas, elevators, STPS, storm water equipment, lifts of the Building, etc. located within and / or concerning the said Property, including to ensure the operation and maintenance of the Building and the said Property. The expenses relating to the above shall be borne by the purchasers / holders / owners of the premises in the Building. 17.4 The formation of the merged Society and the preparation of the documents/ Bye-Laws and all other documents/writings to be executed in pursuance of this Agreement/in connection with and relating to the



	formation of such merged Society shall be as may be advised/prepared/approved by the Advocates and/or Solicitors of the Promoter/ Developer and the same shall be consistent and in accordance with the provisions contained in this Agreement. 17.5 The Purchaser/s, who has/have understood and accepted the terms and conditions that will be contained in the transfer of the building, agree/s and undertake/s to execute the same as and when called upon to do so by the Promoter/ Developer. 17.6 It is specifically agreed that, in addition to the costs, charges and expenses specified hereinabove, the Purchaser/s alone shall be liable to pay and shall pay the stamp duty and registration charges and all other applicable charges payable on and in respect of such and transfer of the building and other deeds and documents pertaining to the said Unit agreed to be acquired by the Purchaser/s under this Agreement. Such amounts shall be kept deposited by the Purchaser/s with the Promoter/ Developer at the time of taking possession of the said Unit and shall, until utilization, remain with the Promoter/ Developer, free of interest. 17.7 The Purchaser/s hereby agree/s to pay, on demand, the Purchaser/s's share of Stamp Duty and Registration Charges, payable, if any, by the merged Society on any other document or instrument in respect of the said Property and Building to be executed in favor of or in respect of or in relation to the merged Society. 17.8 The Purchaser/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on any other documents as the case may be. 17.9 It is expressly agreed by and between the Parties hereto that until the conveyance is executed in favour of the merged Society, the Purchaser/s shall not let, sublet, sell, transfer, assign or part with his/her/their/its interest under or benefit of this Agreement or part with the possession of the said Unit unless he/she/they/it obtain/s the previous consent in writing of the Promoter/ Developer. It is further agreed that the Promoter/ Developer shall be entitled, at their respective option and discretion, to withhold such consent until: 17.9.1 all the amount/s due and payable by him/her/they/it to the Promoter/ Developer under this Agreement are fully received by the Promoter/ Developer and only if the Purchaser/s has/have not defaulted in payment of all its dues under the provisions of this Agreement and has/have observed and performed all the terms and conditions of this Agreement and / or 17.9.2 The Promoter/ Developer is satisfied that its rights, benefits, and
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	interests under this Agreement are fully and adequately safeguarded and that the transferee / assignee / licensee shall in turn be bound by the terms and provisions of this Agreement and the rules and regulations of the Society, when formed 17.5 The Purchaser/s and the persons to whom the said Unit is let, sublet, transferred, assigned, or given possession shall observe and perform all the bye-laws and / or the rules and regulations of the merged Society (including the additions, alterations, or amendments thereof) for the protection and maintenance of the Building and the Units therein and the said Property for the observance and performance of the rules and regulations and the bye-laws of the merged Society and all other public bodies / statutory authorities, as may be in force, from time to time. 17.6 Observe and perform all the stipulations and conditions laid down by the merged Society regarding the occupation and use of the Building and Units therein and shall pay his/her/its/their respective contribution/s regularly and punctually towards the taxes and / or expenses and other outgoings accordance with the terms of this Agreement.
19	19.1 Purchaser/s has/have requested for reservation of independent Parking space & Number of dependent parking space (the "parking") to be used to park his/her/its/their motor vehicle. Accordingly, Promoter/Developer hereby reserves Number of independent Parking space & Number of dependent parking space for exclusive use of Purchaser/s. The parking is subject to final building plan approved by the MCGM at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession based on final plan. 19.2 Purchaser/s shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor. 19.3 Purchaser/s shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. 19.4 The said parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose. OR 19.5 Purchaser/s has/have informed the promoter that he/she/it/they does/do not require any parking space in said project. Accordingly, no reservation of parking is made against said Unit. 19.6 Purchaser/s undertake/s, assures and guarantee/s not to claim any parking space in said project in future, nor raise any objection to use of parking by other Purchaser/s.



20	20.1 Commencing a week after notice in writing is given by the Promoter/ Developer to the Purchaser/s that the said Unit is ready for use and occupation, irrespective of the Purchaser/s taking the possession of the said Unit or not, the Purchaser/s shall be liable for proportionate share of outgoings in respect of said Property & Building for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the said Property & Building. Such proportionate share of expense shall be calculated on the basis of area of the said Unit plus the additional area attached to the said Unit i.e. gross usable area vis a vis total gross usable area of said project. The Purchaser/s shall pay to the Promoter/Developer at the time of possession, an advance maintenance for months aggregating to Rs. /- (Rupees only) Only) along The Purchaser/s shall draw cheque/ Demand Draft/ Managers Cheque in the name of Developer until the Property is conveyed to the merged Society as aforesaid. 20.2 At the time of conveyance of said Property in the name of said merged Society, said bank account shall be handed over to the said merged Society and thereafter said merged Society shall maintain the project in the said Property 20.3 After the formation of the merged Society the Purchaser/s shall bear and pay monthly maintenance charges directly to the merged Society. 20.4 Promoter/Developer specifically communicates to the Purchaser/s that if Purchaser/s fail/s and/or neglect/s to pay maintenance charges time to time as and when demanded by the Promoter/ Developer and/or concerned authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Purchaser/s and in such case Promoter/ Developer shall not be responsible for the maintenance of the said project.
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21	UNSOLD UNITS IN SAID PROJECT 21.1 The Promoter/ Developer shall be inducted as a member of said merged Society for unsold units upon conveyance of said Property to merged Society. 21.2 Promoter/ Developer shall be entitled to sell the unsold units in said project without any separate permission or consent of merged Society and the members of merged Society. The prospective Purchaser/s of such unsold units shall be admitted by the said merged Society as members and no objection shall be raised either by existing members or the merged Society. 21.3 Purchaser/s or merged Society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter/Developer to prospective Purchaser/s. 21.4 It is clearly understood between the parties that Promoter/ Developer shall also be entitled to allot/reserve unreserved/balance parking to the unsold units Purchaser/s or any other Purchaser/s at its own discretion and the merged Society or Purchaser/s shall not take any claim or raise any issue on such parking at any time in future. 21.5 It is clearly understood between the parties that Promoter/ Developer shall not bear any maintenance charges of unsold units which are remain unsold and vacant however Promoter/ Developer shall pay towards pro-rata insurance charges and property tax. 21.6 Promoter/Developer shall be entitled to mortgage the unsold units of the said project with the financial institutions/scheduled /commercial banks without any separate NOC from merged Society or the members of merged Society. 21.7 Promoter/ Developer is entitled to all the rights of being a member of merged Society i.e. right to attend meeting, right to vote in the meeting etc. 21.8 The Purchaser/s hereby agree/s and bind/s himself / herself / themselves / itself to pay to the Promoter/ Developer or to the Society when formed, as the case may be: 21.8.1 such amounts as may be required to be paid in respect of the merged Society's Office Charges, Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Promoter/ Developer and the same shall be borne and paid by all the purchasers of the units in the Building. 21.8.2 such amounts as non-interest-bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, deposits and similar other deposits/disbursements as and when
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	demand by the Promoter/ Developer and the same shall be borne and paid by all the purchasers / holders / owners of the units in the Building. 21.9 The Development and/or betterment charges or other levy(ies) by the concerned local authority, Government and/or any other public authority in respect of the said Property and/or Building along with all the purchasers / holders / owners of the units in the Building which shall be borne and paid by all the purchasers / holders / owners of the units in the Building. 21.10 The Purchaser/s agree/s to pay to the Promoter/ Developer within 7 days on demand the amounts mentioned in Clause hereinabove. 21.11 The Purchaser/s is/are aware and accept/s that the Purchaser/s merged Society shall not be entitled to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the like anywhere on the said property and/or structures erected thereon other than the name of the Building. Promoter/Developer shall solely and alone be entitled to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the like on any portion of the said Property and/or Building after complying with the relevant Government regulations, if any, and Promoter/Developer shall retain for itself the monies/revenue/income/proceeds/ deposits and the like received therefrom. The Purchaser/s merged Society shall co-operate with Promoter/Developer and shall sign all applications, documents, papers, and the like as may be required by Promoter/Developer to enable Promoter/Developer to affix such advertisement/s, advertisement board/s, hoarding/s or other signage or the like, if required. The Purchaser/s is/are aware and accept/s and agree/s that the Purchaser/s and/or any other purchasers of the premises in the Building and/or the merged Society shall not be entitled to, nor shall he/she/it/they install V-Sat Antenna or Broadcasting and Communication Towers or any other device which emits or emits and/or receives any form of electromagnetic radiation on any terrace, or at any other place or part of the Building. 21.12 The Purchaser/s is/are aware and accept/s and agree/s that the Purchaser/s and/or any other purchasers of the premises in the Building and/or the merged Society shall not be entitled to, nor shall he/she/it/they install V-Sat Antenna or Broadcasting and Communication Towers or any other device which emits or emits and/or receives any form of electromagnetic radiation on any terrace, or at any other place or part of the Building. 21.13 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said
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	Property and / or Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him. 21.14 Nothing contained in this Agreement is intended to nor shall be construed to confer upon the Purchaser/s any right, title, or interest of any kind whatsoever nature into or over the said Property and / or Building or any part thereof and such conferment shall take place only in favour of the merged Society upon the execution of the transfer of the building and the said property. 21.15 The merged Society shall always be known as "Avalon/Avalon Residency Co-operative Housing Society Ltd." or such other name as may be approved by the Promoter/Developer and the name of the merged Society to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoter/Developer.
22	22.28 This Agreement, so far as it relates to the agreements between the Purchaser/s and the Promoter/ Developer, shall always be subject to the provisions RERA or any modification, amendments, or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.

for Avalon Residency LLP

Hussein A K Balwa

Designated Partner



Date: 20.10.2023