

5	Recital o	and under the provision of Maharashtra Ownership of Flats act, 1963 and Rules framed thereunder and under the provision of Maharashtra Ownership of Flats act, 1963 and the Rules framed thereunder (hereinafter referred to as "MOFA");
5	Recital q	The Purchaser has after inspecting the Property and documents of title and after independently verifying the title of the Promoter through their Advocates and after being satisfied that the title of the Promoters is free from all encumbrances and clear and marketable have applied to the Promoters for allotment of said Premises
6	Recital s	The Purchaser is/ are aware of all the terms and conditions contained in various documents hereinabove recited including the sanction for development, LOI, (IOA) and shall observe all the terms and conditions applicable to him. The Purchaser hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to carry development on the said property and construct the proposed building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the Slum Rehabilitation Authorities and as the Promoters in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of S.R.A. Authorities or any other appropriate authorities in that behalf as well as for the construction of the said building on the said Property upon or after the grant of such approval or sanction relating thereto provided that, the size and location of the said Premises agreed to be purchased by the



NEELYOG
Builders & Developers

06.10.2023

To,
Hon'ble Chairperson, MahaRERA
Housefin Bhavan, Bandra Kurla Complex
Bandra (East), Mumbai-4000 51

Declaration

Sub: Deviation Report for Agreement for Sale

Ref: Proposed development of our project called "**Neelyog Aarana**" on the land lying, being and situate at Laxminarayan Lane, Ghatkopar, Mumbai – 400086 being Final Plot bearing No.20 of Ghatkopar TPS-II and bearing C.T.S. No.3809 to 3833 (both inclusive) of Revenue village/Ghatkopar Kirol admeasuring 3113.73 Square meters equivalent to 3724 sq. yards as per Property Register Card and lying being and situate at Revenue village Ghatkopar Kirol and in the Registration District and District Mumbai Suburban and within Municipal Ward "N" of Municipal Corporation of Greater Mumbai ("**Project Land**")

We are developing the captioned Project Land.

The following are the deviations with respect to Proforma Agreement for Sale as given in Annexure- I under Clause (g) of Sub-Section 2 of Section 4 of the RERA Act, 2016.

Page No	Clause	Deviation
1	Name & Signature clauses	Purchaser/s instead of Allottee/s
5	Recital n	The Purchaser has Before the execution of this agreement taken physical inspection of the said Property and its location and its surroundings and has / have satisfied themselves about the same and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in future in respect of any matter relating thereto

NEELYOG BUILDERS PVT. LTD.

Office: 1037, 10th Floor, Hubtown Solaris, N S Phadke Marg, Andheri (E), Mumbai - 400 069. Telefax: + 91 - 22 - 2681 0000. Email: info@neelyog.com

www.neelyog.com

CIN: U70100MH2000PTC125560

7	x	and also Maharashtra Ownership of Flats Act, 1963
8	2.4	The Promoters are in the process of negotiating with the occupants of the leased portion of the said Property which is occupied by a building consisting of ground plus 4 upper floors after the culmination of the negotiations the Promoters intend to demolish the building on the Leased portion and construct sale wing A thereon which will be completed at a later stage. For all purposes, Wing A to D are part of a single development but since the building on the leased portion that is the site of wing A is still to be vacated, the timelines for approvals and completion of the various wings may differ.
9	2.5	The Promoters would market their commercial spaces on the ground and 1 st floor for all kinds of commercial use and the Promoter may propose amendment to building plans as regards commercial users and propose users such as offices, gymnasium, bank, car/bike showroom, classes, banquets, halls, hotels, restaurants and /or place of large public gathering or any other commercial user, in addition to the current users as may be approved by the sanctioning authority; and the Purchaser doth accord his/her/their irrevocable consent for the same and shall have no objection to the same.
9	2.6	The Promoter shall provide Refuge area/s in the said Building as required under DCPR 2034 and the user whereof shall not be changed by the Purchaser and/or anybody claiming by through under or in trust of the

		Purchaser without prior approval of the Promoters and the sanctioning Authority being the Slum Rehabilitation Authority. It is further agreed that in case of planning constraints or to utilize the full development potential as disclosed, the Promoters shall be entitled to re-locate and/or shift the refuge area/floors from the place it has been earmarked at present and/or increase/decrease the refuge area and/or floors subject to the permission and sanction thereof by SRA/Fire Office and/or any competent authority from time to time.
10	2.9	Subject to provisions of RERA, the Promoter shall be entitled to revise the location and form of the said RG from time to time and said R.G. area will be proposed in such form and in such places as may be permitted by SRA from time to time.
10	2.12	It is agreed and recorded by and between the parties hereto that, as per the requirement of power supplier the Promoter may be required to make available space for Electric Sub-Station/receiving station at such location as may be required by Power Supplier from time to time, to which the Purchaser doth hereby accord his/her/their irrevocable consent for the same. It is clarified by the Promoter that such sub-station shall be common for all wings being Wings A, B, C and D and the Purchaser has no objection to the same. It is agreed and recorded by and between the parties hereto that the Purchaser and/or anybody claiming by, through, under or in trust of the

		Purchaser shall abide by all terms and conditions as are laid down by the Power Supplier / SRA for installation of Electric Sub-station/receiving station and such further terms and conditions as may be laid down by Power Supplier /SRA/ Chief Fire Officer, Fire Brigade Mumbai, from time to time. It is agreed and recorded that access to the Electric sub-station/receiving station shall always be kept free as per the requirement of the Power Supplier /SRA Chief Fire Officer, Fire Brigade Mumbai from time to time.
10	2.12	It is agreed and recorded by and between the parties hereto that, as per the requirement of power supplier the Promoter may be required to make available space for Electric Sub-Station/receiving station at such location as may be required by Power Supplier from time to time, to which the Purchaser doth hereby accord his/her/their irrevocable consent for the same. It is clarified by the Promoter that such sub-station shall be common for all wings being Wings A, B, C and D and the Purchaser has no objection to the same. It is agreed and recorded by and between the parties hereto that the Purchaser and/or anybody claiming by, through, under or in trust of the Purchaser shall abide by all terms and conditions as are laid down by the Power Supplier / SRA for installation of Electric Sub-station/receiving station and such further terms and conditions as may be laid down by Power Supplier /SRA/ Chief Fire Officer, Fire Brigade Mumbai, from time to time. It is agreed and recorded that access to the Electric sub-station/receiving station shall always be kept free as per the

		requirement of the Power Supplier /SRA Chief Fire Officer, Fire Brigade Mumbai from time to time.
11	2.13	It is agreed by and between the parties hereto that, Purchaser shall abide by all the terms and conditions contained in Letter of Intent/s, IOA, CC and layout issued by SRA from time to time sanctioning the plan of the said property and such other terms and conditions as may be laid down/imposed by SRA from time to time at the time either on their own and/or in view of any amendment/s sought for by the Promoter herein at any time after during the course of development of the said property till completion thereof as provided herein.
11	2.147	The Promoter has informed the Purchaser that there is a Temple on the Temple Portion that is separately leased to the Original Owners as a part of the terms of the conveyance with the Original Owners and the Purchasers shall not cause any obstruction to the religious activities like regular worship, festivals, procession on special occasions and the terms of the lease between the Promoters and the said Original Owners shall be binding on the Purchaser.
11	2.15	The Purchaser is informed that the Purchaser shall not object to the concession/s and/or permission/s being granted by the Government of Maharashtra and/or planning authority/s and/or any other Competent Authority/Authorities either to the Promoters in course of development of the said Property and/or any Owner/s and/or Developer/s of any other adjacent property/properties in deficiency in the open space etc. to which the Purchaser doth hereby accord his/her/their irrevocable consent to the same
11	2.18	The Promoter shall be providing parking spaces in 1 st to 7 th

		(part) podium level in Sale Wing B & C, which will be serviced by two car parking lifts for the residents and commercial users of the said Sale Wings. In addition to the above a Parking tower is proposed to be constructed on the rear end of the sale Wing A. The Promoters have further represented that out of the total of 26 car parking proposed in the parking towers behind wing A, 10 car parking spaces in Parking Tower shall be utilized by Owners of Commercial Premises and the remaining 16 car parking towers shall be utilized for the residents of Wing A, B and C. It is however expressly clarified that all parking in the podium as well as parking tower behind wing A (save and except for 10 parking for existing commercial and new commercial users), would be for the common use and benefit of all allottees of the said project as well as that of wing A
12	2.19	The Purchaser/s agrees and undertakes that the Promoters shall be entitled to allot and/or sell parking spaces in the parking podiums/parking towers/stilt or otherwise grant a concession to the Purchaser/s to enable them to park his/her/their vehicles in the stilt/podium/basement/tower/mechanized parking systems for their personal use. It is expressly clarified that as per the sole discretion of the Promoters, the Promoters may either sell or allot or provide a concession to park a vehicle, in the stilt/podium/basement parking/parking tower/mechanized system and such allotment/sale/concession to park shall be binding on all /Purchasers including the /Purchasers herein and the /Purchasers will neither challenge the parking space/slot/location so allotted or the right of the Promoters herein to allot/sell/provide concession to the /Purchasers. The

		Developer shall allot/sell/grant concession as the case may be, one or such numbers of parking slot/s to the Purchaser without specifically mentioning or allotting fixed parking no/place/slot and the Purchaser will be able to park such number of cars as per their allotment in the stilt/podium/basement/stack/tower parking systems of the building as per availability of spaces. It is however clarified that the Developer shall be entitled to allot only such number of parking spaces to the Purchasers of the said Building as are available in the entire parking layout of the said Building, either as per approved parking layout and/or as per parking layout plan (including parking podium) made by the Developers as the case may be. Such allotment of parking space/slot by the Promoter to any of the Purchaser/s including the Purchaser/s herein shall be binding on all Purchaser/s. Agreed and recorded that the Purchaser/s shall have no claim, right, title or interest in any additional parking slots other than the number of parking spaces so specifically sold/allotted by the Promoters herein. The Promoters have informed the Purchaser/s and the Purchaser/s is aware that the society of such premises owners as may be formed, shall be responsible for the upkeep/security and maintenance of the parking area at their own costs charges and expenses without any recourse to the Promoters herein, which the Purchaser/s herein doth hereby admits, acknowledges and confirms.
12	2.20	The Promoters shall provide common meter rooms for each Wings or wing wise meter room separately for the said Wings at such place and location as the promoter may desire. The Promoter shall also provide common water/wing wise meter for all wings which will include both residential and

		commercial premises
12	2.21	The Allottees have been informed that even though completion of wing A might be at a later stage than the other wings, as the existing building is still to be demolished, wing A to D for all practical purposes will be one project and all the common amenities meant for sale in the various wing A to C along with proposed amenities on the terrace level and the garden proposed on the ground floor (common for all wings A to D) will be for the benefit and use of all the allottees of the sale wings A to C
13	2.22	It is expressly informed to the allottees that some of the existing tenants/flat owners of the leased building have been provided permanent alternate accommodation in the sale wing A to C and they shall be entitled to use all the amenities meant for the sale wings and the allottees herein shall not object to the same. Further such tenants/flat owners of leased building shall be made/included as members of the society formed for the sale wings separately if any
13	2.23	The Promoters have proposed parking on the ____ level podium in wing B & C which is adjacent to the Yogalaya and Fitness Center (7 th & 8 th floor part in the plans). The Promoters shall not be allotting any parking to the Allottees on the said floor and parking shall be reserved on the said floor only in exceptional circumstances and for most of the time said area would be kept as a car free zone which can be used by the allottees for various social/recreational activities without any permanent construction in the said area. The allottee herein has been explicitly made aware of this arrangement and shall not object to the same now or in the future. The Allottee shall not insist to use the said floor for parking their or their guests'

		vehicles to the detriment of the interest of the other allottees using the space as a recreational area
13	2.24	It has been informed that the project is being developed under regulation 33(11) of DCPR 2034. As per the said Scheme wherein the PTCs generated in the said scheme on the said Property are proposed to be transferred to the amalgamated SR scheme of Ratan Builders in exchange of free sale component equivalent area of the said Ratan Builders scheme.
15	4.2	Payment Plan
16	4.5	In the event any matter relating to the tax structure (imposition/rate/applicability etc.) and/or rules and regulations affecting the development of the said project (DC regulations/ labour laws etc.) is a matter of dispute between the parties to this agreement or between concerned Authority/Govt (The allottee and the Promoter may or may not be a party to such litigation) whether it be applicability or interpretation and the said subject is sub-judice, the Promoter shall be entitled to take a recourse which the Promoter thinks fit and proper. Any additional demand in taxes and/or changes in planning as may be necessitated by such course of action shall be binding on the Allottee/s and the Allottee/s shall not be entitled to withhold payment and/or object to change in planning on the pretext of waiting for the final judgment. It is agreed by the Allottee/s that they would not be entitled to claim any refund and / or revert to original planning on the receipt of the final judgment in that matter
16	4.6	It is expressly clarified that in the event of change in rules and regulations/tax structure/ government policies/ court decisions on sub-judice matters, the alternative provided by the Promoter shall

		be final and binding on the Allottee/s. If the Allottee/s are not agreeable to the alternative so provided, the alternative would be to terminate this agreement and the Promoter shall refund the consideration so received, after deducting any pending charges and/or additional taxes so raised within 3 months of written application made by the Allottee/s in that regard. In the event of the Promoter failing to refund the consideration so received, after deducting any pending charges and/or additional taxes then in that event the Promoter shall have to pay simple interest @ 2% above prime lending rate as declared by SBI from time to time, P.A. on the outstanding consideration till such time the full consideration is repaid. The Promoter shall be entitled to sell/transfer/dispose the said Premises to any prospective Allottee/s on the receipt of the letter asking for termination of this agreement. The Allottee/s herein agree and undertake to execute such documents and appear at the office of the sub registrar to give effect to the said cancellation at their own costs charges and expenses.
19	5.1	The Purchaser agrees that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the material required to be provided either in terms of quantity and / or quality and / or delivery and / or for any other reason whatsoever beyond the control of the Promoter, then and in that event the Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Residential Premises with similar specifications and / or quality as may be available and required during the stage / time of the constructions in order to enable Promoter to offer on time the possession of the said Premises to the Purchaser as agreed under this Agreement. The fixtures, fittings and amenities are being

		provided by the Promoter in the said Premises are free of cost and the Purchaser agree not to claim any reduction or concession in the Purchase Price and / or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoter.
19	6.1	The Purchaser has Before the execution of this agreement taken inspection of the said Plot as well as the said Property and has satisfied himself/herself/themselves about the same and about the title of the said Promoters to the said Property and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in respect of any matter relating thereto.
19	6.2	The Purchaser hereby agrees and confirms that inspection has been given by the Promoters of all the documents of title and true copies of Intimation of Approval, letter of Intent, Commencement Certificate, the plans and the specifications of the said building/s which is proposed to be constructed by the Promoters on the said Plot. The Purchaser is/are aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchaser hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to carry on construction on the said Plot and other buildings on the other parts of the Property construct the said building in accordance with the sanctioned plans relating thereto and for making such additions and alterations (construction upto 16 floors) in the Building Plans and as the Promoters may in their

		sole discretion deem fit and proper. Subject to provisions of RERA, the Promoters shall be entitled to apply for obtaining the approval or sanction of the concerned local authorities or any other appropriate authorities for any modifications or amendments in the Layout or Building Plans provided that the size and location of the said Premises agreed to be purchased by the Purchaser in this Agreement is not in any manner adversely affected. The Promoters shall be entitled to undertake all alterations or additions are required by any planning or statutory authorities or become necessary due to change in law or building rules or regulations
20	7.1	The Promoters as Developers of the said Plot are absolutely entitled to develop the said Plot. The Premises agreed to be sold by the Promoters under this Agreement is part of the constructed area that is, available for sale to the Promoters (Save and except the area to be allotted to the flat owners of the leased building Occupants/Tenants as mentioned above). The Promoters have agreed to sell to the Purchasers only the said Premises under this Agreement. The rights in respect of other Premises as also Car parking spaces and T.D.R. and/or F.S.I./Transferred FSI/fungible FSI rights and all other development potential of the said Property rights shall remain vested with the Promoters. Such Premises and/or rights shall be construed as restricted area and/or rights and the Purchasers shall not be entitled to claim any right, title or interest therein at any time hereafter
23	7.2	The rights in respect of other Premises as also parking spaces and T.D.R. and/or F.S.I./Transferred FSI/Fungible FSI rights and all other rights in respect of the said Plot as well as the said Property shall continue to remain with the Promoters.

22	8.2	It is expressly clarified that the 9118.06 sq.mtrs FSI and the fungible FSI being proposed to be consumed by the Promoters presently (excluding the existing Temple area), includes the FSI being proposed to be transferred from another SR scheme (of M/s. Ratan Builders) in lieu of PTCs being constructed by M/s. Ratan Builders (or such another project/developer) in its project and being handed over to MCGM/SRA as the case may be.
22	8.3	The Promoter anticipates that the civil aviation restrictions shall be relaxed and the Promoters may then apply for the remaining FSI as disclosed above in Clause 2.1 & 8.1.
23	9.3	The Promoters shall, in respect of any amount, including interest payable but not paid by the Purchasers under the terms and conditions of these presents, have first lien and charge on the said Premises agreed to be purchased by the Purchaser.
24	10.2	(which it is agreed is a fair and reasonable estimate of loss and damages that the Promoters shall suffer and do not amount to penalty). Apart from the aforesaid amount of liquidated damages the Promoters shall also be entitled to deduct the following amounts from out of the consideration received by them:- (i) any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser , (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST, VAT, Service Tax or any other taxes charged by the Promoters to the Purchaser till the date of such termination or paid by the Promoter, (iv) stamp duty if any paid by the Promoters on this agreement, (v) and other amounts expended by the Promoters pursuant to this Agreement

		(including inter alia any brokerage charges paid by the Promoters in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser hereunder (as may be payable by the Purchaser , up to the date of termination). If the aforesaid amounts are in excess of the amount till then paid by the Purchaser then the Promoters shall be entitled to recover the same from the Purchaser.
24	10.3	If the transaction in respect of the said Premises between the Promoters and Purchaser herein is terminated as stated hereinabove then all the instruments / documents including this Agreement executed between the parties hereto or between the Promoters and Purchaser herein, in respect of the said shall stand automatically cancelled
24	10.4	The Promoters shall, upon termination of this Agreement be at liberty to re-enter the said Premises and resume possession of the Premises (if such possession is given to the purchaser) and remove there from everything whatsoever brought in by the Purchaser without any objection or hindrance from the Purchaser. The Promoters after such termination shall be entitled to dispose of and sell the said Premises to such person/s and at such price as the Promoters may in their absolute discretion think fit. It is agreed that upon termination of this Agreement as set out in this clause together with interest as stated hereinabove the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever in the said Premises.
25	10.5	In the event of termination as contemplated herein, the Promoters shall not at any time be liable to refund the taxes including GST, Service Tax, VAT, stamp duty, registration

		charges and any other tax by whatsoever name called, paid by the Purchasers or by the Promoters on behalf of the Purchasers on any of the instalment mentioned under this agreement.
25	11.1	provided that the Purchaser has paid to the Promoters the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser with the Promoters under this agreement
25	11.2	[and a period of three months thereafter] or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said premises by the said date and after a period of two months if those reasons still exist, then in such case
25	11.3	The Purchaser shall only be entitled to a monetary claim against the Promoters in the circumstances mentioned above
26	11.5	If, however, the completion of the said Project is delayed due to the 'Force Majeure' conditions or condition including those more particularly specified in the clause relating to Force majeure of this Agreement, then the Purchaser agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Premises. Force Majeure" for this agreement shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project

26	12.1-a	In case the Purchaser fails or commits delay in taking possession of said Premises within the time provided hereinabove, the Purchaser /s shall still be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Premises and the Promoters shall not be liable for the maintenance, wear and tear of the said Premises.
31	14.1	then an Expert shall be appointed by the Promoters or the Purchasers to ascertain the nature of the structural defects, and upon issuance of such detailed report by the Expert that the structural defects are attributable to the Promoters, wherever possible such defects shall be rectified by the Promoters at his own cost within 30 days of notice from the Purchaser and in case it is not possible to rectify such defects or if the Promoter fails to rectify such defects within 30 days, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act and which shall not exceed the actual cost of repairs. The Purchasers shall be entitled to appoint an expert to ascertain the defects if required.
32	14.2	It is however clarified that if the structural defect is in the nature of water leakage/seepage and/or due to water leakage/seepage which is due to the external structure/toilet water/proofing/drainage being disturbed by the Purchaser herein or any other Purchasers in the said building which could reasonably lead to such structural damage, in such circumstances the promoters shall not be liable to set right/repair such defects.
32	15.1	The Promoter has proposed parking on the podium floors of

		wing B & C which is accessed through 2 parking lifts. Further the Promoters have also proposed a parking tower situated at the rear of the wing A for the use and benefit of the commercial users (both rehab and sale) as well as allottees of wing A to C. The Promoters may further propose one or more parking systems (mechanical parking /stack parking/rotary parking/puzzle parking) to increase the number of parking and/or to fulfill the minimum parking requirements as per the norms of planning authorities. The parking system/tower/lifts will be purchased by the Promoters from a reputed Vendor. The Purchaser shall be liable to pay the maintenance charges for the same. In the event of any mechanical failure and / or the said mechanical system shuts down or requires over hauling due to normal wear and tear or otherwise and / or requires regular maintenance and suffers any malfunctioning, the Purchaser waives any and all claims, liabilities against Promoters for the said reasons or even otherwise and the Promoters shall not be responsible for the same. The Purchaser shall not refuse to pay the maintenance for the period of such failure and / or non-functioning and / or malfunctioning of the system. The Purchaser are further aware that the Parking arrangement does not include any security or any liability on the part of Promoter, related to any damage to the vehicle/person for any reasons whatsoever. The maintenance/repair/overhaul as well as day to day running costs of such systems will be added in the maintenance charges to be collected from all Purchaser. The Promoter shall be responsible only to assign the benefits of the guarantee and warranty given by the manufactures of the Parking system to the Purchasers or the Society of the premises
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		purchasers in the said Building on the said Plot.
32	15.2	It is agreed that the Promoters have agreed to allot/sell/grant concession to park in ____ car parking space to the Purchasers without earmarking or specifying the exact slot or space as set out in detail in the foregoing part of this Agreement. Further, the Purchaser/s shall not in future raise any dispute about the suitability of the parking arrangement or claim any refund on any ground whatsoever.
33	15.3	It is agreed by the Purchasers that he/she/they shall not be entitled to raise any objections or create any hindrances with respect to the rights of the Promoters to allot the Car Parking Spaces or slots in a mechanized car parking system to any person of their choice and shall abide by the said allotment.
33	15.4	The Purchaser/s shall use the said Premises or permit the same to be used only for the purpose for which it is allotted and not for any purpose other than the purpose allowed under this Agreement. The Purchaser/s shall be responsible and answerable for any deviation in the use of the said premises which are contrary to the sanctions of the Municipal and other concerned authorities. The Purchaser/s is only entitled to the Premises and shall not use open spaces, or passages, unauthorized for such purpose that may cause inconvenience or is objected to by the other Premise/s Purchasers as also by the Promoters.
33	16.1	and only on condition that the Purchaser and the other Purchasers of different Premises/premises strictly perform the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.
33	16.3	It is agreed and understood between the parties hereto that till

		the completion of the project by the construction of new building/s and even after possession of the Premises hereby agreed to be sold is given to the Purchaser, the Promoter shall be absolutely entitled to and shall be having authority and control as regards the unsold Premises and the Car Parking Spaces and balance F.S.I. and T.D.R. and all other building potentials (if available) right to further develop the said Larger Property by use of balance F.S.I/T.D.R. and its disposal thereof.
34	16.5	The Purchaser is aware that the construction and development of the said Plot and the said Property may be done by the Promoters in a phase-wise manner and the Purchaser agrees and undertakes to permit and give the Developer all facilities for carrying out construction as per the permissible development potential disclosed by the Promoter.
34	17.1	The Promoter shall not be liable to bear the outgoings as stated above in respect of the unsold Premises/s. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs, etc. It is hereby agreed that the Promoter shall pay directly, Municipal Taxes, of the said unsold Premises, to MCGM, provided there is a separate Assessment or otherwise, the Purchaser and/or the ad hoc Committee of the Co-operative Society, as and when receive Bills of Municipal Taxes, of the entire Building and/or Premises as the case may be, shall intimate in writing, to the Promoter requesting them, to pay Municipal Taxes of the said unsold

		Premises, which shall be paid by the Promoter.
35	18.1	The Promoters have represented to the Purchasers that they will be carrying out development of the said property in a phase-wise manner and would be constructing one building with separate Wings or separate buildings as part of their building project on the said property. The Promoters have also represented to the Purchasers that a small portion of the said property was leased by the original Owners and there is an old building which is still standing on the said leased portion and the Developers are in the process of negotiating with the Lessees and occupants of the said building for the purpose of seeking their co-operation for its redevelopment as an integral part of the said project of the said property. As on the date of this Agreement, negotiations are still in progress and the Developers, after conclusion of the said negotiations and final agreement with the said Lessees and occupants of the said building of the leased portion, would demolish the said building on the leased portion and construct a new building (wing A) in its place and stead. It is therefore expressly understood that the conveyance of the portion of the property presently occupied by the leased building would be subject to the successful resolution with the lessees or eventual proceedings which may be adopted by the Developers for demolishing the said leased building and constructing a sale wing A on the same.
35	18.2	The Promoters shall during the course of development form separate Society societies of each Wing or each separate building/s that would be constructed by them on the said property. Such Society for each Wing or common society for sale wing A to C or for the Building shall be formed within a

		period of 3 (three) months from the time of 51% of the total number of purchasers in such Wing or Building have agreed to purchase the premises by way of registered Agreements or at such other mutually convenient time as may be agreed between the Purchasers of Flats in such wing or buildings and the Developers.
37	18.3(iii)	It is agreed that the premises purchasers shall jointly use common access and other common areas falling within the plot as mentioned in their respective Agreements for Sale and the Promoters shall be entitled to modify and/or change the layout and/or position of the open area and recreation ground and access without any recourse to the Purchasers.
37	18.4	Notwithstanding anything contained in this clause or any other provisions of this Agreement, the Promoters shall be entitled at their own and absolute discretion to decide and determine as to how and in what manner the infrastructure, including common utility area and/or recreation and common open spaces ground if any may be allowed to be utilized by the Premises Purchasers and/or the Society/Condominium and the ownership in respect of the said common areas and the balance F.S.I. shall always remain with the Promoters till execution of conveyance of land and/or buildings in favour of Societies as mentioned above. The Promoters shall, after obtaining necessary permission from the concerned local and statutory Authorities, construct additional Buildings/Structures/Premises by consuming the entire available Development Potential of the said Property and shall be entitled to deal with and dispose of such constructed Premises to any such person/s or parties at such rate and on such terms as they may deem fit and proper.

37	18.5	As stated in this Agreement, the Promoters propose to complete the construction and development of the said Larger Property in a phase-wise manner. The Purchaser is aware and agrees that to exploit the full development potential as disclosed by the Promoter, the Promoter would require to apply for and obtain relaxations/concessions/condonation including but not limited to open area deficiency or any other deficiencies. The Purchaser is also aware and agrees that such relaxations, concessions and condonation will be applied at different stages and for that purpose the Promoter would require to submit amended proposals to the concerned statutory authorities. Subject to provisions of MahaRERA wherever applicable. It is agreed that any costs / premiums that may be levied by the statutory authorities for such open space deficiency shall be borne and paid solely by the Promoters.
38	19.1	The Purchasers are informed that the Promoters may hire professional facility management services, management and utility services for the said building. The negotiation of contracts, quantum of fees/services to be availed and all other decisions in that regards shall be the sole prerogative of the Promoters herein and the Purchaser shall not raise any dispute with respect to the same and further the Purchaser shall duly pay the maintenance charges which may include charges for these services without any delay or dispute.
38	19.3	Other charges
39	19.6	The aforesaid diverse amounts of deposits and other amount

		collected as contribution towards outgoings and expenses placed/to be placed with the Promoters under this agreement and the above clause shall not carry interest and will remain with the Promoters and shall be utilized for the purpose for which they have been received. The Promoters shall maintain a separate account in respect of the sums received from the Purchaser as advance received for the outgoings, deposits and the amounts mentioned above which funds shall not carry interest and will remain with the Promoters. If there is a shortfall in the amount or further requirements of funds, the Purchaser shall be required to pay the difference as and when demanded by the Promoters or the Society/Condominium/Company.
40	19.8	It is agreed that after the Promoters hand over charge of the said new building to the Society/Condominium/Company and after the purchaser is admitted as a member of the said Society the maintenance and other outgoings shall be paid by the Purchaser/s directly to the said Society.
40	20.1	The Purchaser/s hereby agrees to pay GST (Goods and Service Tax) at the rate as agreed under Clause 19.5 of this Agreement together with interest and penalty, if any. If any other tax/ duty/ fees/ cess/surcharge / or any other levies that are payable by (both state or central) in respect of the said Premises or otherwise in respect of the intended sale of Premises by the Promoters to the Purchaser becoming payable by the Promoters in respect of the said Premises (taxes for brevity) on demand by the Promoters without any demur. The Promoters shall not contribute anything towards such other or additional taxes, duties fees, or cess. If, however, the Promoters are compelled to pay such taxes, the Purchaser/s shall reimburse to the Promoters

		such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and in determining the such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s. If the Purchaser/s commits default in payment of the Service Tax, GST (G.S.T. as per the Purchaser agreed on share as per Clause 19.5) and the MVAT and the interest and penalty, if any, thereon the Promoters shall be entitled to withhold delivery of possession of the Premises to the Purchaser/s until the Service Tax, GST and the MVAT and the interest and penalty are paid.
40	20.2	It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid GST (G.S.T. as per the Purchasers agreed to share s per Clause 19.5), Sales tax or such other tax on the sale of Premises etc. (if any), shall be that of the Purchaser along with interest and penalty if any, and any loss or damage arising to the Promoters on account of non-payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Promoters on demand by the Purchaser/s;
40	20.3	Time for payment of the Service Tax, GST and MVAT/taxes and interest and penalty if any thereon is the essence of the contract. The Promoters shall forward to the Purchaser/s an intimation of the notice of demand received by them from the Service Tax, GST and MVAT Authorities calling upon the Purchaser/s to pay forthwith the amounts demanded under the said notice without any demur to the Promoters and the Purchaser/s shall be bound to pay the said amounts within eight days of Promoters dispatching such intimation Under Certificate of Posting at the address of the Purchaser/s as given in these

		presents. The Promoters will keep the original of such demand notice open for inspection by the Purchaser/s at the office of the Promoters and such notice shall be conclusive and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same; and
41	20.4	On the Purchaser/s committing default in payment of the abovementioned Service Tax, GST and MVAT and the interest and penalty, if any, the Promoters shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time and all consequences and provisions set out in clause 10 above including forfeiture of 20% of the consideration till then received and refund after deduction of the amounts that can be deducted therefrom etc. shall follow in case of termination of this agreement under this provision. PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser a prior notice in writing of their intention to terminate this agreement by bringing to his notice the default of non-payment of Service Tax, GST and MVAT calling upon the Purchaser/s to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon the termination of this agreement as aforesaid, the Promoters shall be entitled to and shall be at liberty to dispose of and sell the said premises to such person and at such price as the Promoters may in their absolute discretion think fit. It is clarified that the Purchasers shall not at any time be entitled to refund of service tax, GST, VAT or any of the taxes, by whatsoever paid by the Purchasers on any of the instalments mentioned under this agreement for any reason

		whatsoever including on account of termination of this agreement from the Promoters and the Purchasers agree not to raise any disputes in respect of the same.
41	20.5	It is agreed that the G.S.T. as per the existing regime and existing tax rate on this Agreement are calculated at the rate of 12% after considering the land abatement of 6% on the value of this Agreement as per the law relating to GST (18% GST rate and land abatement of 6% making the effective rate as 12%). The Promoters are entitled to an Input Tax Credit ("ITC" for brevity) for various input costs for the entire Project. It is not possible at this stage to calculate the said ITC and specify the exact amount of Input Tax Credit and that too for this Agreement. Considering this fact, and as a full and final arrangement and to avoid any future claims and controversies based on the calculations of the ITC, it is agreed by and between the parties hereto that, the Purchaser shall be liable to pay G.S.T. on this Agreement at the rate of 6% of the value instead of at the full rate of 12% and the remaining 6% shall be borne and paid by the Promoters and be deemed to be ITC benefit passed on to the Purchasers. It is agreed that, in view of this specific and express understanding and agreement, the Purchasers shall not be entitled to raise any dispute or make any claims or seek any account or details as regards input tax credit that the Promoters would be availed of in the course of the Project. Thus, notwithstanding anything contained in any other Agreement or Arrangement, the liability of the Purchasers shall be 50% of the G.S.T. liability, which, at present is 6% as stated hereinabove. In case the GST rate changes to higher than 12% for any reason the Purchaser shall be liable to bear half of such

		differential increment.
42	21.1 e	The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Society. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by passenger lifts. In any event no interior items like furniture/cement/steel/blocks would be allowed to be transported in the lifts. The lifts would be available only for human transportation and for light luggage of moderate size and shape which wouldn't cause damage to the doors/lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s. The Purchaser shall not carry out any structural changes in the premises and or in the elevational features of the building like encroaching on or enclosing the balconies or open spaces and shall not change the windows or put any grills or box grills on the windows. The Purchaser shall not encroach or enclose upon the open spaces or common passages. The modifications shall be considered unauthorized and the Promoters and or the Society as and when it is formed shall be entitled to remove the same at the costs of the Purchaser.
42	21.1 g	The Purchaser shall not affix any sign-boards or advertisement outside the building/s nor shall he affix any neon light without the prior consent in writing of the Promoters.
44	21.1 k	and only if the Purchaser had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the said Purchaser has taken written permission of the Promoters in that behalf.
44	21.1 n	The Purchaser shall from the date of the Purchaser are handed

		over possession of the said Premises bear and pay proportionately and also any increase in the all rates, taxes, N. A. taxes, charges, cess and duties, dues, impositions, assessments, land tax, land revenue tax, water charges if any and other taxes, fines, penalties and outgoings levied, imposed or assessed in respect of the said Premises and/or the said property and/or the said building by the concerned local and statutory authorities or the Government of Maharashtra or any other local or public body or authority and payable either by the Premises purchasers thereof or which are indirectly levied on and collected by the Municipality or other authority from each Premises Purchaser. (So long as each of the tenement shall not be separately assessed, or if the levy is made collectively on the said building, the Purchaser shall pay his share of such levy in proportion in which the area of the tenement bears to the total of the tenements contained in the said building as the case may be). However, it will not require the Promoters to contribute a proportionate share of the maintenance charges of the premises which are not sold and disposed of by the Promoters in the said building. The proportionate amounts payable as determined by the Promoters/the proposed Society shall be final and binding on all the Purchasers.
45	21.1 o	If any other taxes, such as GST, VAT and other taxes are levied by the State or Central Government, on this Agreement then the Purchaser alone shall be liable to pay such taxes even before or after the possession of the Premises is handed over to the Purchaser, when such taxes become due and payable but within seven days when demanded by the Promoters.
45	21.1 p	The Purchaser can fix name boards, AC plants only at such

		locations and of such size as may be approved by the Promoters any breach of this term shall entitle the Promoters to remove the said Boards/AC at the cost of the Purchaser
45	21.1 q	The Promoters may outsource the day to day maintenance of the proposed new building in favour of a third Party Facilities Management Services Firm and the Purchaser herein hereby give their consent for the same.
45	21.1 r	The Purchaser shall not be entitled to claim possession of the said Premises until the Occupation / Completion Certificate is received from the local authority and the Purchaser has paid all dues payable under this Agreement in respect of the said Premises to the Promoters and has paid the necessary maintenance amount/deposits, service tax, GST, Mat and other taxes payable under this Agreement.
45	21.1 u	That the Purchaser shall indemnify and keep indemnifying the Promoters against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser.
46	21.1 v	Not to let out the premises to any PAYING GUEST or a group of unrelated individuals or enter into any transaction in relation to the premises which may be construed as commercial exploitation of the said premises.
46	22.1	In the event of the Purchaser herein and / or any of the Purchaser desiring to undertake interior work; they shall be entitled to do so subject to the Purchaser herein and / or other Purchaser having paid interest free security deposit of Rs. 50,000/- which amount (after deduction of any amount therefrom as under) shall be transferred to maintenance deposit

		account of the society to be formed upon interior work having been completed by the Purchaser. PROVIDED HOWEVER any damages (major/minor) that would be caused to any common area and / or the building such damage shall be set right / restored by the Premises Purchaser /s. PROVIDED HOWEVER, in the event such damage (major / minor) is not set right by the Purchaser, the same will be set right by the Promoter/s out of the amount deposited by the Purchaser to the Promoter/s. In the event the amount expended by the Promoter to set right the damages is more than the amount deposited by the Purchaser to the Promoter/s, the Purchaser would be liable to pay excess amount being the difference between the actual amount expended by the Promoter and the deposit given by the Purchaser. PROVIDED HOWEVER, it is clarified that the amount required to set right/ restore the damages caused to any common area and / or the building ascertained and expended by the Promoter/s shall be final, binding and conclusive and the Purchaser shall not be entitled to question and / or dispute the same on any ground howsoever. Agreed and recorded that neither of the Purchaser shall be entitled to use the lift for carrying the materials and /or furniture to the respective Premises.
46	22.2	In the event the Purchaser intends to make changes to the toilet/wet areas within the premise, the work of waterproofing in the proposed area (may have to be raised) would be done in the supervision and through the water proofing contractors of the Promoters but at the entire costs and expenses of the Purchasers. The Purchasers shall, before commencing the work of such toilets provide a security deposit of Rs. 2,00,000/- (Rs Two lacs

		only) which would remain with the Promoter/Society for a period of 3 years from the date of such interior work involving waterproofing/affecting the existing water proofing. This deposit would be used by the Promoter/society in the event there is any leakages/seepages due to the said interior works for repair/investigation of such leakages and making good the damages which has occurred due to the said leakages/seepages in any part of the said building.
47	23.1	It is expressly agreed by the Purchaser that the management of the said building will be under the control of the Promoter and the Promoter will be entitled to look after the day-to-day management of the said building until the building is fully constructed (wherein the said Premises is located), till the Promoter, agree to sell and dispose of the remaining Premises in the said building for the consideration and on such terms and conditions as the Promoter may deem fit and proper, (other Premises than agreed to sold to the Purchaser herein and to be allotted to the Owner); receive the full consideration and all such amount as the Promoter would be entitled to receive under the Agreement/s to be entered into by the Promoter with other Purchaser /s in respect of the remaining Premises (other than the Premises which the Promoter has agreed to sell to the Purchaser herein), to hand over possession of the remaining Premises to the other Purchaser s of the Premises, which the Promoter may agree to allot and/or sell, obtain the Occupation Certificate and all such other and further work which is required to be completed as per the sanctioned layout of the said property, sanctioned plan of the said building being constructed on the project land, comply with the terms and conditions of various

		NOCs/permissions given by the Competent Authority/ies; and for that purpose, the Promoter will be entitled to charge and recover from the Purchaser of all the Premises/s in the said building 10% [Ten Per Cent] as management fees together with service tax, GST etc. on the monthly outgoings payable by the Purchaser to the Promoter. The aforesaid management fees together with service tax, GST etc. will be paid by the Purchaser to the Promoter on or before 5th of every month along with monthly outgoings. The Promoter shall not be accountable or liable for any acts of commission or omission in due course of such management; fees thus charged by the Promoter shall not be accountable anywise to the Purchaser along with the Purchaser of the other Premises.
47	24.1	No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way effect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of those presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
48	25.1	Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Plot and the said building or the Property or any part thereof. Intention of the parties is not to sell or transfer the said Plot or any part thereof and further that no right title or interest is created in favour of the Purchaser at any point of time in the

		said Building and the said Premises herein and will not be created till such time the construction of the said Premises is completed by the Promoters on his own and in pursuance thereof the possession is given by the Promoters to the Purchaser on payment of full consideration thereof and the intention of the parties hereto is subject to receipt of full consideration as agreed herein always is and shall be to sell the said Premises alone as and when the construction whereof is completed and the Premises is ready for occupation at which point of time a sale shall take place by handing over of the possession by the Promoters to the Purchaser only under a written possession letter to be issued. The parties hereto confirm and agree that the consideration agreed to be paid by the Purchaser is for the purchase of the said Premises and not divisible towards consideration for a part of the said Plot and for the construction of Premises. The Purchaser shall have no right, title or interest therein till such time the work of development of the said plot is completed to the satisfaction of the Promoters and the Occupation Certificate in that respect is received by the Promoters and till such time the said Plot or part thereof and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. and the said Premises will remain within control of the Promoters until the charge of the said plot and the said building/s are handed over to the Society as hereinbefore mentioned and thereafter the Society will be entitled to assume charge of the same. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The
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		Promoters shall be constructing building having pocket or terraces adjoining to and exclusively accessible by some of the Premises and shall be allotting such terrace/s adjoining the premises meant for such Premises purchasers or the Owners/Landlords on exclusive basis and the Purchaser shall not raise any dispute with respect to the same and/or claim the said terraces as common areas of the said building and/or demand access to the said terraces. It is clarified that, the terrace on top of the building shall be for the common use of all the members of the Society that is proposed to be formed after completion of the project
48	25.2	The common areas mentioned in the Third Schedule hereunder written are for the common use and enjoyment of all the Premise Purchasers subject to the rules and regulations laid down by the Society, which are to be observed and performed by the members
49	25.3	The Promoters shall not be liable to maintain or contribute towards the costs and expenses incurred for the maintenance and upkeep and repair of the common amenities and the same shall be the responsibility of the Purchaser
49	26.1	Notwithstanding anything contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Premises or for creating any charge or lien on the said Premises the Promoters shall have first possessory lien and first exclusive legal charge on the said premises and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due

		and payable by the Purchaser to the Promoters under this Agreement or otherwise
49	26.2	The Purchaser shall have no claim against the Promoters save and except in respect of the said premises hereby agreed to be sold so that the open spaces, parking spaces, lobbies, staircases, lifts, common entrances, common passages (save as herein provided) or terraces will remain the property of the Society. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Purchaser shall not use or permit the use of common entrance, common passages, open spaces, lobbies, staircases for storage of or for use by servants at any time. The Promoters shall be constructing building having pocket or terraces adjoining to and exclusively accessible by some of the Premises and shall be allotting such terrace/s adjoining the premises meant for such Premises purchasers on exclusive basis and the Purchaser do hereby confirm that they shall not object to the same. It is clarified that, the terrace on top of the building shall be for the common use of all the members of the Society that is proposed to be formed after completion of the project.
49	26.3	It is also understood and agreed by and between the parties hereto that the terrace space in front of and /or adjacent to terrace Units/Premises that is pocket terraces attached to any of the units/Premises in the said building, if any shall belong exclusively to the Purchaser of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser and the Purchaser shall have no objection to

		the representative of the Promoters or of the Organization formed to access the said pocket terrace for its upkeep and maintenance.
49	27.1	The Promoters shall be at absolute liberty and shall have right to mortgage / assign/charge/transfer or deal with their rights title and interest in respect of the other unsold Premises to any financial institution or bank for the purpose of raising finance for completion of the said development work under taken by them in respect of the said Property or any part thereof. The Purchaser hereby gives express consent to the Promoters for creating such a mortgage/charge. This consent is an express understanding that any such loan liability shall be cleared by the Promoters, solely at their own costs and expenses without any recourse to the Premises Purchaser
50	28.1	The Purchaser shall not be entitled to claim partition of his/her/their share in the said Plot or the said Property and the said building/s and the same and shall always remain undivided and impartible and it is agreed that the Promoters shall not be liable to execute any assignment or any other document in respect of the said Premise/s in favour of the Purchaser.
50	29.1	The Promoters undertake to comply with the statutory provisions relating to the said project including the provisions of RERA and MOFA.
50	30.1	The Purchasers shall be entitled to avail of necessary financial facilities Housing loan from Banks/ Financial institutions for purchase of the said Premises. It is hereby further expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the

		Total Consideration or part thereof in respect of the Premises to the Promoters and/or mortgaged the Premises with such Banks/Financial Institutions (which is to be subject to issuance by the Promoters of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder are made from time to time. Further, the Promoters shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, Common area maintenance Charges and Property Tax) all other amounts payable hereunder have not been paid, the Promoters shall have a first possessory lien and first exclusive legal charge on the said Premises and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Promoters under this Agreement or otherwise. The Purchaser has no objection and hereby waives his right to raise any objection in that regard.
51	30.2	The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without

		obtaining prior written permission of the Promoters and/or such Banks/Financial Institutions. The Promoters shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society/ Condominium/ Limited Company/ Federation about the lien/charge of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever. The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Premises. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoters shall have first lien/charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Promoters and the Purchaser further undertakes to reimburse the same to the Promoters without any delay, default or demur.
52	32.1 b	All the representations, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoardings etc. and/or through any other medium;
52	32.1 c	and the Promoters shall not be bound by any such letter of allotment, Agreements, negotiations, commitments, writings, discussions, representations, warranties, and/or compliance

		thereof other than expressly agreed by the Promoters under this Agreement
52	32.2	The Purchaser hereby agrees and acknowledges that the sample Premises if any constructed by the Promoters and all furniture items, electronic goods, amenities, etc. provided therein are only displayed for the purpose of show of the Premises, and the Promoters are not liable/required to provide any furniture, items, electronic goods, amenities etc. as may displayed in the said sample Premises other than expressly agreed by the Promoter under this Agreement.
52	32.3	The Purchaser acknowledges that the Promoters have readily provided information /clarification as required by him and has not relied upon nor has been influenced by any sale plans, sale brochures, advertisement, representation, warranties, statements or estimates of any nature whatsoever whether oral or written; concerning the amenities to be made available or any other data except as represented in this agreement and the Purchaser has relied solely on his /her/their own judgment in deciding to enter into agreement
52	32.4	The Purchaser agree that he shall not entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said property and the adjacent, contiguous and adjoining lands and properties by the Promoters, for the purpose of development thereof and/or any other lawful purpose. The access and use of light and air to and for the said Premises the said buildings and other building(s)/structure/s on the said property for and over any portion of the said property and/or the adjacent, contiguous

		and adjoining lands is enjoyed under the express consent and permission of the Promoters
53	32.5	The Promoters have the sole and absolute authority regarding sale, transfer, assignment, and/or disposal of the said construction or unsold Premises and premises including additional construction carried out on the said property by utilizing and consuming the FSI, compensatory fungible FSI, FAR, DRC and TDR or sale, transfer, assignment and or/disposal thereof and the Promoters sole right to enjoy and appropriate the revenue, income and benefits thereof.
53	35.6	The Promoters have the sole and absolute authority regarding any contracts, agreements, memorandums and/or writings executed for the said property including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said building or other such buildings on the said property including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the occupation certificate and /or possession of the said building or the said property as the Promoters may determine for such consideration and on such terms and condition as the Promoters may deem fit and proper
53	35.7	The Promoters have informed the Purchaser that for the completion of the development of the said property, the Promoters are required to and the Promoters shall be entitled at all times to carry out construction and or any other allied work including completion work of the structure on the said property and Purchaser not only as allottee or purchaser of the said Premises, but also as members of said Society shall not at

		anytime raise any objection, obstruction on any ground whatsoever notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of structures on the said property. The Society formed of the Purchaser shall not interfere with the rights, powers and Authorities of the Promoters in respect of implementing the scheme of development of the said Property in stages and in phase wise manner. The Purchaser hereby undertakes to co-operate with and render all assistance to the Promoters in respect of the development of the said Property.
55	46.2	If the Purchaser , are resident outside India, he 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 Promoters with such permission, approvals which would enable the Promoters 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 Purchaser 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 Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accepts no responsibility in this regard. The Purchaser shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoters 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 Purchaser 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 Premises shall be issuing the payment receipts in favour of the Purchaser only
56	46.3	For the purpose of this transaction the Promoters have relied on the representations of the Purchaser that the amount of total consideration in respect of the said Premises payable by the Purchaser to the Promoters or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 and/or Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.
56	46.4	Provided that any deduction of an amount made by the Purchaser on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other modifications that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of

		purchase of Immoveable property, while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters to the account of the Purchaser , only upon Purchaser submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules,1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoters, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoters on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Premises if any such certificate(s) has not been produced or submitted by the Purchaser to the Promoters, the Purchaser shall pay/deposit an equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Purchaser producing such certificate(s) within 4 months of taking possession of said Premises. Provided further that in case the Purchaser fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoters shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser.
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Thus, we have reasonably complied with the applicable circular/s.

You are requested to register our project under the RERA Act, 2016 and issue Project Registration Certificate.

Yours faithfully,
For Neelyog Builders Pvt Ltd



Director

