



Srushti Raj Enterprises

ARCHITECTS, ENGINEERS & BUILDERS

Date: 05/12/2023

To,

The Maharashtra real Estate Regulatory Authority

Mumbai

Dear Sirs,

Ref: **Deviation in the model form of Agreement for Sale (AFS) in respect of the Srushtiraj Siddhi Square Project being applied for registration.**

Mentioned below is the gist of the amendments/ iteration we seek to carry out in the specimen AFS for the above project:

Sr. No.	Claus e No.	Page No.	Particulars	Remarks
1.	A	1	A. The Promoters derive title to the Property from the Indenture dated 25th November, 20009 executed by and between one Shri. Vijay C. Vaswani, therein referred to as the 'Vendor' of the First Part, and M/S. Srushti Raj Enterprises (India) Limited, therein referred to as the 'Purchasers' of the Second Part and registered with the office of Sub – Registrar of Kurla No. 3, Sub- Urban district Bandra, Mumbai under Serial No. BDR- 13/ 9900/2009. (hereinafter referred to as the "Property") and is more particularly described in the <u>First Schedule</u> hereunder written; B. The Promoters are constructing a building on the Property comprising of stilt at ground level (containing entrance lobby, parking spaces, etc.), and 22 (Twenty-Two) upper floors, which project they have named "Srushtiraj Siddhi Square" (the "New Building"). The Promoters are utilizing the primary FSI of the Property as also TDR/FSI, Premium paid FSI, Fungible FSI etc., for the development of the Property. C. The Promoters applied for and have obtained from the MCGM the Intimation of Disapproval (IOD) bearing No. M-W/PVT/0035/20110323 and Commencement Certificate No. M-	The recitals have been modified to reflect the details of the title of the Promoter to the Project Land and background of the project. The Promoters have provided/ shall provide all the necessary document to the Allottees to verify the title of the Promoter with respect to Project Land and the statement by the Allottees that the Allottees have verified/ inspected all details/ documents before signing the AFS. 

			W/PVT/0035/20110323 issued on 20 th June, 2023, and the Promoters shall obtain further approvals from various authorities from time to time, so as to obtain the Occupation Certificate of the New Building.	
2.	1	3	3. <u>RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT.</u> The recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed and read accordingly.	Clause no. 1 has been added to record that the recitals form an operative part of the AFS and that the Allottees have satisfied themselves as to the project.
3.	2	3	4. <u>INSPECTION OF DOCUMENTS PRIOR TO PURCHASE.</u> The Allottee(s)/Investor(s) confirm(s) that prior to the execution hereof, the Allottee(s)/Investor(s) has/ have been given full, free and complete inspection of all documents relating to the development of the Property including the IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development. The Allottee(s)/Investor(s) has/ have prior to the execution of this Agreement satisfied themselves about the title to the Property, the rights of the Promoters to develop the Property and to sell the Flat to the Allottee(s)/Investor(s), and the Allottee(s)/Investor(s) shall not be entitled to further investigate the title to the Property or the Promoters' right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Allottee(s)/Investor(s) is/are aware that while the Promoters have obtained some of the approvals from the MCGM, other approvals (or amendments to approvals) may be received from time to time, and the Allottee(s)/Investor(s) waive(s) his/her/their right to raise any objection in that regard. The Allottee(s)/Investor(s) further confirm(s) that he/she/they has/ have executed this Agreement after having read, understood, and agreed to the terms hereof.	b. Clause no. 2 has been added to reflect that the Allottees have seen and satisfied themselves of the title to the project and all plans, permissions and details of the project.
4.	3	3-4	3. <u>THE NEW BUILDING.</u> 3.1. The Promoters shall construct on the Property more particularly described in the <u>First Schedule</u> hereunder written the New Building named " Srushtiraj Siddhi Square " (comprising of stilt at ground level and 22 (Twenty-Two) upper floors) by utilizing and consuming the present development potential thereof including fungible	Clause no. 3 has been added to record the plans of the New Building and its common areas to be built on the Project Land.



			FSI, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the D.C. Regulations and/or other rules/ bye laws of the authorities, and in accordance with the plans, designs, specifications approved by the Allottee(s)/Investor(s) with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them. Notwithstanding anything contained in this Agreement, the Promoters are entitled, at their discretion, and the Allottee(s)/Investor(s) hereby give(s) the Promoters express consent, to make changes to any other flats in the New Building (including changing the internal layouts, merging two flats or parts thereof, dividing flats, creating penthouses or duplex/ triplex flats etc)- 3.1.1. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s)/Investor(s) in respect of variations or modifications if the same adversely affect the Flat and/or its carpet area and or its location and/or layout; 3.1.2. Provided further that in the construction of the New Building, the Promoters will utilize any increased FSI that may become available (whether under the D.C.P. Regulations 2034, or otherwise) subject to the provisions of RERA and the Rules and regulations thereunder. 3.2. The Allottee(s)/Investor(s) has/ have inspected all plans of the New Building and has/ have understood the various calculations of FSI and areas as approved by the MCGM and agree(s) and confirm(s) that he/she/they shall not raise any objection or grievance in respect thereof.	
5.	4	4	4. <u>SALE OF THE FLAT AND THE SALE PRICE.</u> The Allottee(s)/Investor(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s)/Investor(s) the Flat, namely, Flat No. _____ on the _____ habitable floor of the New Building as shown on the floor plan thereof hereto annexed and marked <u>Annexure "D"</u> for the Sale Price _____ of _____	Clause no. 1a of the model AFS is now Clause 4 of our modified AFS . 

			(which is inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat; the nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule annexed herewith).	
6.	5.2	4	5.2. On the Promoters erecting the brick/block work of the peripheral walls of the Flat and completing cement plaster of the same, the Promoters shall intimate the same to the Allottee(s)/Investor(s). The Allottee(s)/Investor(s) is/are entitled, within seven days of such intimation, to measure the Flat and satisfy himself/ herself/ themselves that the carpet area of the Flat is not less than the agreed carpet area mentioned in Clause 5.2 hereof, after which period (i) the carpet area shall be deemed to have been accepted by the Allottee(s)/Investor(s), (ii) the Promoters are entitled to commence and proceed with the finishing work and all other works of or related to the Flat, (iii) the Allottee(s)/Investor(s) shall thereafter not raise any objections as to the carpet area of the Flat.	Clause no. 5.2 has been added to give right to the Allottees to inspect the Total Flat Area after the Promoters have erected the brick/block work of the peripheral walls of the Flat.
7.	7.2	5	7.2. The Sale Price and the instalments for payment thereof which are agreed to between the Parties are more particularly set out in the Fourth Schedule hereunder written (each payment of the Sale Price being hereinafter referred to as "Installment" and all payments of the Sale Price being collectively referred to as "Installments").	Clause no. 7.2 has been modified by removing the installments and moving them to the Fourth Schedule (which we have added to the AFS and which covers a detailed break-up of the installments of the sale consideration)
8.	7.3	5	7.3. The Installments shall be paid by the Allottee(s)/Investor(s) into Account Number _____ held by the Promoters with _____ Bank, or any such other account as may be intimated in writing by the Promoters to the Allottee(s)/Investor(s).	Clause no. 7.3 has been added to reflect the bank account number and branch in which the Promoters will be taking the amounts of sale consideration from the Allottees.
9.	7.4-7.6	6	7.4 Loans availed of by the Allottee(s)/Investor(s). Notwithstanding the restriction on transfer of the Flat contained in this Agreement, if the Allottee(s)/Investor(s) has/ have availed of/ is availing of a loan from any banks/financial institutions for the purchase of the Flat, it shall nevertheless be the responsibility of the Allottee(s)/Investor(s) to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from his/her/their own resources or alternate resources) on the due dates- the Allottee(s)/Investor(s) cannot seek additional time for payment in the event such banks/ financial institutions do not make payment of any of the	Clause no. 7.4 has been added to record the applicable rules if the Allottees avail loan for purchase of the Flat. Clause no. 7.5 has been added to record the rules applicable in case any third party payments have been made to the Promoters account against the purchase of Flat by the Promoters. Clause no. 1a of the model AFS is now Clause 4 of our modified AFS.



Installments for any reason whatsoever. Any lien over the Flat created in favour of such banks/ financial institutions shall be subject to the Promoters' first lien and charge on the Flat in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Allottee(s)/Investor(s) to the Promoters under the terms and conditions of this Agreement, and shall not in any manner jeopardize the rights of the Promoters.

7.5 Third Party Payments. In the event any third party making any payments/ remittances on behalf of or at the instance of the Allottee(s)/Investor(s), such third party shall not have any rights whatsoever over or to the Flat or under this Agreement, and all payment receipts will be issued in the name(s) of the Allottee(s)/Investor(s) alone.

7.6 TDS Provisions. Tax at source, as applicable, shall be deducted from the Sale Price (TDS) provided however that the Allottee(s)/Investor(s) shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Allottee(s)/Investor(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Flat, such TDS certificates are not furnished, the Allottee(s)/Investor(s) shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allottee(s)/Investor(s) producing such certificates within two months from the Allottee(s)/Investor(s) taking possession of the Flat. Provided further that in case the Allottee(s)/Investor(s) fail(s) to produce such certificate within the stipulated period of two months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Allottee(s)/Investor(s). In this regard, the

In Clause no. 7.6 of our draft agreement we have added TDS provisions and TDS certificate points.



			Allottee(s)/Investor(s) acknowledge(s) that the Allottee(s)/Investor(s) has/ have received from the Promoters, the permanent account number allotted to the Promoters under the provisions of the Income Tax Act, 1961, and the same is also stated in this Agreement.	
10	8	6	8.Appropriation/ adjustments of the Installments of the Sale Price. The Allottee(s)/Investor(s) expressly authorize(s) the Promoters to adjust/appropriate all payments made by him/ her/ them under any head(s) of dues against outstandings, if any, as the Promoters may in their sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoters under this Agreement and at law), and the Allottee(s)/Investor(s) agree(s) that the Allottee(s)/Investor(s) has/ have no right to object/demand/ direct the Promoters to adjust his/her/their payments in any manner.	In Clause no. 8 of our draft agreement APPROPRIATION/ADJUSTMENTS OF THE INSTALLMENTS OF THE SALE PRICE we mentioned that any pending payments would be adjusted/ appropriated in case of any dues.
11	9	7	9. <u>GST AND OTHER IMPOSTS.</u> 9.1. The Sale Price and all other amounts payable by the Allottee(s)/Investor(s) under this Agreement exclude Goods And Services Tax (GST) or any other taxes, duties or dues which are currently applicable or which may hereafter be applicable in respect of the sale of the Flat or which are currently applicable or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Allottee(s)/Investor(s) alone. Accordingly, the Allottee(s)/Investor(s) alone is/are responsible to pay the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future). 9.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactment(s) of new laws by the Central and/or State Government and/or by the MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Allottee(s)/Investor(s) to the Promoters related to the purchase of the Flat by the Allottee(s)/Investor(s), or if any of the current taxes, duties or dues are increased by any	In Clause no. 9 of our draft agreement GST AND OTHER IMPOSTS. The parties agree that the GST and other imposts on this sale and the Agreement. 

			authorities, the Allottee(s)/Investor(s) shall be liable to bear and pay the increased amount or the new levies/ taxes. 9.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Allottee(s)/Investor(s) by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee(s)/Investor(s) by the Promoters in writing.	
12	10	7-8	10. <u>CAR-PARKING.</u> 10.1. The Promoters hereby agree to allot to the Allottee for an agreed amount of Rs. _____, the use of ____ (____) standalone car parking slots in the _____ level ("Car Parking Spaces") 10.2. The parking slots mentioned above shall be used only for the purpose of parking the vehicle(s) of the Allottee(s)/Investor(s) and for no other use and subject to the bye-laws, rules and regulations of the Society. 10.3. The Promoters are entitled to allot to other allottees of other flats such number of car-parking slots and at such locations within the project as they deem fit and the Allottee(s)/Investor(s) herein shall have no claims or objections to the same. 10.4. The Allottee(s)/Investor(s) agree(s) and undertake(s) to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking(s) as may be levied by the authorities and/or the Society (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society in respect of the mechanized parking systems). 10.5. The Allottee(s)/Investor(s) shall not cause the Society to change the allocation of parking spaces of other premises-owners/ allottees in the New Building.	Clause no. 1A of the Model AFS is now Clause no. 10 of our modified AFS and the modifications are to the extent of Car Parking type and its usage. 
13	16.2		16.2. The Allottee(s)/Investor(s) agree(s) to pay the maintenance charges of or related to the Flat as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the	In Clause no. 16.2 of our draft AFS the modification so as to record that the maintenance charges shall

			Promoters offering possession of the Flat as aforesaid, irrespective of whether or not the Allottee(s)/Investor(s) take(s) possession of the Flat. In the event the Allottee(s)/Investor(s) do(es) not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Flat from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Flat or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Flat or replace any fixtures/ fittings, all of which shall be the liability of the Allottee(s)/Investor(s) alone.	be borne by the Allottees after the lapse of 16 days from the date of receipt of the notice to take possession.
14.	19	13	19. <u>CONTINUED WORKS OF BEAUTIFICATION/ IMPROVEMENTS.</u> Notwithstanding anything contained herein and notwithstanding that the Promoters may be obtained the Occupation Certificate in respect of the New Building, the Promoters are entitled to carry out works within the New Building or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained functioning of the facilities/ equipment. The Allottee(s)/Investor(s) is/are also aware that the interior works to other flats will continue beyond the Occupation Certificate. The Allottee(s)/Investor(s) shall not obstruct such work being carried out nor shall he/she/they raise a claim of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Occupation Certificate of the New Building and have completed the Flat of the Allottee(s)/Investor(s) as per this Agreement, the Promoters are entitled to offer in writing the possession of the Flat to the Allottee(s)/Investor(s) in terms of this Agreement.	
15.	21	14	21. <u>USE OF THE FLAT.</u> The Allottee(s)/Investor(s) shall use the Flat or permit the same to be used only for purpose of residence. If the Allottee(s)/Investor(s) has/ have been allotted car-parking space(s) under this Agreement, the Allottee(s)/Investor(s) shall use the car-parking space(s) only for purpose of parking his/her/their vehicle, and such use shall be strictly as per the bye-laws, rules and regulations of the Society.	In Clause no. 21 we gave restricted the right of the Allottees to the user of the Flat as resident only.
16.	23	15	23. <u>TERRACES ATTACHED TO ANY PREMISES.</u> 23.1. The Promoters have informed the Allottee(s)/Investor(s) and the Allottee(s)/Investor(s) is/are aware that any open areas or terraces attached	To protect the interest of the Allottees to whom the attached terraces are allotted, we have included in Clause no. 23

			to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such terraces are attached/ adjacent to and the Promoters can allot the same to the purchasers of such premises. The Allottee(s)/Investor(s) expressly agree(s) that the terrace shall belong to and be for the exclusive use of the owners/ allottees/ occupants of such premises and forms part of such premises. The Allottee(s)/Investor(s) agree(s) that the terrace attached to such premises is not a common area and the Allottee(s)/Investor(s) covenant(s), agree(s) and undertake(s) not to lay any claims in respect of the said terrace. 23.2. The Promoters have informed the Allottee(s)/Investor(s) at the time of negotiations that the terrace on the fifteenth habitable floor has been attached to the flat adjacent to the terrace and that the exclusive use thereof has been granted to the purchasers of adjacent Flat attached to the terrace. The Allottee(s)/Investor(s) expressly agrees that the aforesaid terrace is married to adjacent Flat attached to the terrace and shall belong to and be for the exclusive use of the owners/ allottees/ occupants of adjacent Flat attached to the terrace and forms part of such flat. The Allottee(s)/Investor(s) agree(s) that the terrace on the ____ habitable floor is not a common area and the Allottee(s)/Investor(s) covenant(s), agree(s) and undertake(s) not to lay any claims in respect of the said terrace.	
17.	25	16	<u>25. RESTRICTIONS ON TRANSFER BY THE ALLOTTEE(S)/INVESTOR(S).</u> Without first making payment of the Sale Price and all other amounts as per this Agreement, the Allottee(s)/Investor(s) shall not be entitled to transfer the Flat or the benefits under this Agreement in favour of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Allottee(s)/Investor(s) shall be required to procure from the intended transferee(s) such writings as stipulated by the Promoters to record that the intended transferee(s) shall make payments of all amounts due, and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the bye-laws, rules and regulations of the Society. Further, a copy of the duly executed agreement recording such transfer shall be furnished to the Promoters within seven working days from the date of execution thereof.	In Clause no. 25 the Allottees shall not be entitled to transfer the Flat without prior permission of the Promoter. 
18.	28.14	20	28.14. The Allottee(s)/Investor(s) agree(s) not to change the colour of any balconies of the Flat or enclose any balconies;	In clause no. 28.14 we have restricted the Allottees from changing the colour of any balconies of the Flat.
19.	29	21-22	29. <u>RESIDENT STATUS OF THE ALLOTTEE.</u>	In the draft of our Agreement we have recorded the applicable rules and regulations/

29.1. In case of Indian Nationals: The Allottee(s)/Investor(s) represent(s) that he/she/they is/are Indian Citizen(s) and resident(s) of India as defined under all applicable Indian Laws. The Allottee(s)/Investor(s) represent(s) that the Allottee(s)/Investor(s) is/are not a foreign national(s) / foreign national(s) of Indian Origin ("PIO")/ Non-Resident Indian(s) ("NRI"), and that the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other similar legislation do not apply to the Allottee(s)/Investor(s). In the event of applicability of FEMA to any payment / refund between the Allottee(s)/Investor(s) and the Promoters at any time (due to change of circumstances or otherwise), including due to the Allottee(s)/Investor(s) status as foreign nationals / foreign nationals of Indian Origin ("PIO") / Non-Resident Indian; it shall be the responsibility of the Allottee(s)/Investor(s) to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Flat or under this Agreement. The Allottee(s)/Investor(s) indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee(s)/Investor(s) in that regard.

In case of NRIs. The Allottee(s)/Investor(s) declare(s) that the Allottee(s)/Investor(s) is/are Indian citizen(s), but resident(s) outside India ("NRI") as defined under the Foreign Exchange Management Act, 1999. The Allottee(s)/Investor(s) shall be solely liable / responsible for (and undertake to comply with) all compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., as may be prescribed under applicable laws and/or by the government/concerned authority, that will be applicable to this transaction and/or this Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property/ies in India and/or relating to any remittance/payment / refund between the Allottee(s)/Investor(s) and the Promoters at any time) as are in force, from time to time; as also their statutory amendments, re-enactments, repeals, etc. The Allottee(s)/Investor(s) accept(s) and undertake(s) that the payments/ refunds (if any) between the Allottee(s)/Investor(s) and the Promoters will be made from / to the account / channels as prescribed/ permissible in law, at the relevant time. It is clarified that this provision shall apply in respect

rights and liabilities conferred upon them as per their resident status being either Indian Nationals or Non-resident Indians.



			of all payments, including relating to taxes /deposits /outgoings, etc. payable in relation to the Flat or this Agreement. It is clarified those refunds (if any) to the Allottee(s)/Investor(s) shall be made in Indian Rupees only. The Allottee(s)/Investor(s) shall furnish required declaration / documents to the Promoters in the prescribed format, as may be requested by the Promoters. The Allottee(s)/Investor(s) indemnify and keep fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee(s)/Investor(s) in that regard.	
20.	30	22	30. <u>LOGO(S) INSTALLED BY THE PROMOTERS.</u> The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Building or any other location on the Property and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Allottee(s)/Investor(s) shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.	As per Clause no. 30 of our Agreement we have reserved the right to install logos on the exterior of the New Building.
21.	39.7	24	39.7. Permanent Account Numbers. As required by Rule 114(b) of the Income Tax Rules, the Parties hereto declare that their Permanent Account Numbers are as mentioned below: - The Promoters : The Allottee(s)/Investor(s)	Clause no. 39.7 has been added to record the Permanent Account Number of the parties to the AFS.



22.	Fifth Sche dule	31	<u>THE FIFTH SCHEDULE</u> <i>(Deposits/ amounts payable by the Allottee(s)/Investor(s) along with the final Installment of the Sale Price, and utilization of the same by the Promoters)</i> A. <u>DETAILS OF AMOUNTS PAYABLE BY THE ALLOTTEE(S)/ INVESTOR(S)-</u> A.i) as a non-refundable amount towards legal charges; A.ii) as a non-refundable deposit towards installation of electric cables, water connections, and other utilities; A.iii) as a non-refundable amount for share money, application, entrance fee of the Society; A.iv) as 18 months deposit (@ Rs. _____ per square foot of Total Carpet Area per month) towards proportionate share of taxes, maintenance and other charges; Rs. _____ TOTAL (Rupees _____ Only) <u>Along with the aforesaid deposits/ amounts, the Allottees, as agreed, will also pay the proportionate contribution towards the Society's corpus as will be conveyed to the Allottees, and without any demur.</u> <u>B. UTILIZATION BY THE PROMOTERS-</u> i) The aforesaid amounts/ deposits shall not carry any interest. ii) The Promoters shall utilize the sum referred to in A(i) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement. In respect of the amounts mentioned in A.(i) & A.(ii), the Promoters are not required to and shall not be called upon to render any accounts for the same. iii) The Promoters shall be entitled to utilize the amount mentioned in A.(iv) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Allottee(s)/Investor(s) making any default in the payment thereof regularly as agreed to herein by him. The Promoters shall hand over the amounts mentioned in A.(iv) or balance thereof to the Society. In the event of any additional amount becoming payable, the Allottee(s)/Investor(s) shall forthwith on demand pay and deposit the difference to the Promoters. as will be conveyed to the Allottees, and without any demur.	Fifth Schedule has been added recording the amounts payable by the Allottees and its utilization by the Promoters.										
23.	Recei pt	33	<u>RECEIPT</u> RECEIVED on or prior to the date hereinabove from the within named Allottee(s)/Investor(s) a sum of Rs.[●] (Rupees [●]) being the amount agreed to be paid as per Installment No.1 of the Fourth Schedule of this Agreement. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Ch/PO No.</th> <th style="width: 15%;">Date</th> <th style="width: 20%;">Bank</th> <th style="width: 25%;">In Favour of</th> <th style="width: 25%;">Amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> WE SAY RECEIVED For M/S. _____ Partner/ Auth. Signatory (Promoters)	Ch/PO No.	Date	Bank	In Favour of	Amount (Rs.)						Receipt has been added to the end of the AFS. 
Ch/PO No.	Date	Bank	In Favour of	Amount (Rs.)										

1. The other changes to the draft AFS are grammatical/ consequential changes which we have carried out so as to systematise the same and bring the same in line with our standard operating procedures.
2. All proposed changes are highlighted in the red colour.
3. We state that apart from aforesaid deviations and change in the sequence and the facts, there are no other deviations in the proposed draft agreement for sale and the Model Agreement for Sale prescribed under the MahaRERA Rules. In the event of any dispute regarding the interpretation of the terms and conditions of the Agreement for Sale, the terms and conditions of the Model Agreement for Sale as per RERA Rules shall be prevailed.

Sincerely,

M/s. Srushtiraj Enterprises



Mr. Chinnaiah E. V. Gowda