



M/S Real Infrastructure CO.



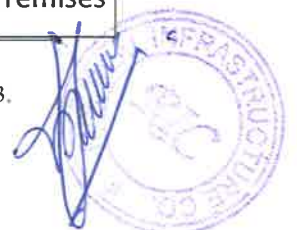
To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date: - 30/11/2023

Subject: - Deviation Report on Agreement for sale the project named GAMI AND JAYDEEP ESTELLA
CTS NO 826 pt, NG acharya road, chembur east, Mumbai 400071

Deviation Clause

Clause no as per our draft	Actual clause
1	The Promoters hereby declare and confirm that what is recited hereinabove with regard to the leasehold right of the Lessee/Society in respect of the Plot and the right of the Promoters for development /redevelopment thereof under the said Development Agreement for development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities shall be treated as declarations/ representations on their part and shall form integral part of this Agreement.
3	<u>DISCLOSURES AND TITLE</u> The Purchaser hereby declares and confirms that prior to the execution of this presents and as recited hereinabove as to the disclosure the Promoters have also given the following disclosures: (i) the Promoters have made full and complete disclosure of their title to the Plot/Property on which the said Building is being constructed. (ii) Nature of the Promoters' right. (iii) He/she/they has/have taken inspection of all the relevant documents; and (iv) He/she/they has/have, in relation to the Flat/ Premises



	/Building/Property including the property. Satisfied himself /herself/themselves of inter-alia the following: - Nature of the Promoters' right, title and encumbrances, if any; - The Approvals (current and future); - The drawings, plans and specifications; - Nature and particulars of fixtures, fittings and amenities.								
4	The Promoters hereby represent and the Purchaser/s hereby confirm that the Promoters are required to provide 48 (forty eight) Flats/residential Premises/flats free of cost in the new building, the construction of which is undertaken by the Promoters to the said Lessee/Society and the Members and to provide the agreed Car Parking [____ (____) parking to the members of the Society] in terms of the said Agreement, the particulars of which have been disclosed to the Purchaser/s and set out in Annexure "____" to the said Agreement. The Premises/Flat agreed to be allotted under these presents to the Purchaser/s is not the Premises/Flats offered to any of the Members of the society. The Promoters have full right, absolute authority and entitled to allot the said Premise/flat hereby agreed to be allotted to the Purchaser/s.								
5	I. Payment Schedule for the Consideration Value (CV) excluding GST: <table border="1"> <thead> <tr> <th>Payment Schedule</th><th>IN %</th></tr> </thead> <tbody> <tr> <td>On Booking</td><td>10%</td></tr> <tr> <td>On or Before Registration of agreement or Completion of Basement Footing</td><td>30%</td></tr> <tr> <td>On Completion of Plinth</td><td>10%</td></tr> </tbody> </table>	Payment Schedule	IN %	On Booking	10%	On or Before Registration of agreement or Completion of Basement Footing	30%	On Completion of Plinth	10%
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	On Completion of 1st Livable Slab	3%
	On Completion of 3rd Livable Slab	3%
	On Completion of 5th Livable Slab	3%
	On Completion of 7th Livable Slab	3%
	On Completion of 9th Livable Slab	3%
	On Completion of 11th Livable Slab	3%
	On Completion of 13th Livable Slab	3%
	On Completion of 16th Livable Slab	3%
	On Completion of Terrace Slab	2%
	On Completion of Internal Walls	2%
	On Completion of Internal Plaster	2%
	On Completion of External Plaster	3%
	On Completion of Internal Floor	2%
	On Completion of Internal Wall tiling work	2%
	On Completion of Internal/External Plumbing	2%



	On Completion of External Painting Work	3%
	On Completion of Internal Painting Work	3%
	On Possession	5%
	Total	100%

The aforesaid schedule is not chronological payment for any of the a milestones may become due before or after the other milestones, depending date of initiation of the relevant milestone.

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The aforesaid consideration shall be paid subject to statutory deduction of 1% applicable to the transaction and as contemplated under the Provisions of Sec (I)(A) of the Income Tax Act and on such deduction the Purchaser/s shall necessary Certificate of Deduction to enable the Promoters to submit the before the said Concerned Authorities so as to get due adjustment thereof event the Purchaser/s does/do not issue and submit such Certificate of De the Purchaser/s shall be bound and liable to pay to the Promoters such am statutory deductions in accordance with the Law/Provisions of Income Tax Act be applicable.

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The Purchasers have agreed to acquire and purchase the said premises/flats jointly as **tenant-in-common/joint tenant** having following undivided share, right, title and interest:-

1. Purchaser No.1 _____%
2. Purchaser No.2 _____%

The consideration agreed to be paid and the amounts required to be the Purchasers shall be paid in the aforesaid proportion of their un share, right, title and interest.

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The Promoters hereby represent and the Purchaser/s hereby confirm



	personally verified that the Promoters have already commenced the construction of the said new building/so far completed the construction of the said building up to _____ Slab/Floor and accordingly are entitled to receive from the Purchaser/s _____ and the Purchaser/s is/are required to pay to the Promoters the part-consideration as set out hereinabove payable upto the work so far carried out as aforesaid.
12	It is expressly agreed and understood that if the Promoters carry out and complete the works of construction of brick walls, flooring, etc. as contemplated at Items (____) to (____) set out in item no. ____ to ____ of clause _____ in respect of the said premises/flats agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is in process, the Purchaser/s immediately on requiring by the Promoters, shall pay the amount of installments under Items (____) to (____) or such of them as set out hereinabove depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.
14	<u>SECURITIZATION OF THE TOTAL CONSIDERATION</u> The Purchaser hereby confirms to the Promoters to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoters hereunder and to assign to the banks/financial Institutions the right to directly receive from the Purchaser the Total Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration agreed to be paid by the Purchasers for the Premises and any payment made by the Purchasers to the Promoters and/or any bank or financial institution nominated by the Promoters in writing, shall be treated as being towards the fulfillment of the obligations of the Purchaser/s under this Agreement to the extent of such payment.



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The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill their 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/s understand and agree that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

15b. The Promoters accept no responsibility in this regard. The Purchaser/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s 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/s and such third party shall not have any right in the application/allotment of the said



unauthorized persons and/or the Purchaser herein shall not bind the Promoters as having received such housing finance on behalf of the Purchaser/s.

16c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoters shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property/plot to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises/flats, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/s to the Promoters under these presents, the Purchaser/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay amount so due and payable to the Promoters from his/her/their own source of income.

16d. The transaction under these presents is for allotment of said premises to the Purchaser/s in the building to be constructed by the Promoters on the plot pursuant to the Authority given by the said Lessees under the documents executed in favour of the Promoters. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy by any



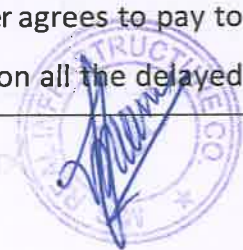
	authority or authorities of Government or Semi-Government. The Purchaser/s alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including, betterment/development/ infrastructure charges, as may be payable, etc. as and, if so levied, by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same. 16e. In the event of delay or three default in payment of installments on being payable under these presents, by the Purchaser and/or his/her/their Banker/Financial Institution the Purchaser/s personally shall be liable to pay such amount of interest as the Promoters are entitled to as also subjected to cancellation of the allotment and termination of this agreement as completed under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is expressly agreed and understood by the Purchaser/s that due to force major events as contemplated hereinafter, in the event, if the Promoters are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser shall not claim any interest or compensation on the ground that he/she/they being subjected to pay interest to his/her/their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.
17	The Purchaser/s hereby expressly declare and confirm that he/she /they has/have been disclosed by the Promoters various terms, conditions, stipulations, etc. under the said Agreement entered into with the said Lessees, permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove and other



	disclosers in terms of provisions of RERA/MahaRERA. The Purchaser/s independently as also jointly with the Purchaser/s of other premises/flats in the building, on taking possession of their respective Flat, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser/s shall specifically comply with the terms of I.O.D. bearing reference No. _____ dated _____ issued by MCGM. The Purchaser/s shall not object, dispute or challenge to all such terms and conditions of the I.O.D. as aforesaid.
18	The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Concerned Local Authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the Concerned Local Authority Occupancy Certificates in respect of the said Premises.
19	Time is essence for the Promoters as well as the Purchaser. The Promoters subject to the events of force majeure shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the Organization/Society on being formed and registered after receiving the Full Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the Promoters carrying out the construction work as contemplated and as provided in clause (____) hereinabove (i.e. Payment Plan linked



	with completion of the concerned work)
20	The Promoters hereby declare that the FSI presently available in respect of the said plot described in the First Schedule hereunder written and as per the amended policy of the Concerned Development Authority is about _____sq.mts., inclusive of Fungible FSI, Premium FSI/TDR FSI as granted by Municipal Corporation of Greater Mumbai/MHADA TDR FSI of _____sq.mts., as evident from the sanctioned plans and are entitled to acquire balance development potentiality of TDR FSI as may be permitted and hereby reserve their right to consume and avail the benefit of unused/unutilized and/or balance FSI/TDR in future and as may be permissible and as may be granted to them and the said Lessees under the said Agreement and presently the Promoters are entitled for construction of the Building by use of the development potential of _____sq.mtrs. and that no part of the said Floor Space Index (FSI) has been utilized by the Promoters elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of said FSI by them. In case while developing the said plot, the Promoters have utilized any further FSI of any other property by way of floating FSI or TDR then the particulars of such FSI shall be disclosed by the Promoters to the Purchaser/s.
21	If the Promoters fail to abide by the time schedule for completing the project and handing over the Premises to the Purchaser, the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed



	payment which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoters.
22	Without prejudice to the right of promoters to charge interest as stipulated ____ above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes/GST levied by Concerned Local Authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Purchasers, by registered post AD at the address provided by the Purchaser and mail at the email address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which its is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. OR PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s his/her/their Bankers/Lenders (subject to adjustment and recovery of any agreed liquidated damages as set out under these presents or any other amount which may be payable to the Promoters) within a period of thirty days of the termination, the balance of consideration of the flat/premises which may till then



	have been paid by the Purchaser/s to the Promoters. However, such amount shall be refunded only against the Purchaser/s having executed and get registered a Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as stamp duty, registration charges, GST, etc. In the event the Purchaser/s has/have taken housing finance/loan from his/her/their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document. On termination the Promoters are free to deal with the premises/flats as they deem fit even without executing necessary Deed of Cancellation. Purchaser confirms the same and shall no dispute the same or create any false case/claims on the Promoters or the premises/flats.
27	Since the Society is already in existence and being the Lessee of the said plot and other allotted areas, the Promoters/Developers are not required to form any other association or organization nor to cause transfer of any further right in portion of the said entire plot and/or the building on being constructed thereon. 27.2 Within 3 months from the date of the Purchaser is handed over possession of the premises, so allotted under these presents, the Promoter shall cause the society to admit, enroll and accept the Purchaser as its member and shareholder and issue necessary shares, from its share capital. The Purchasers shall sign execute and submit necessary, applications/membership Applications, and other requisite forms and submit the same alongwith the true copy of



	these presents to the society to get him/her/them admitted as members of the society. 27.3 On the Purchaser being admitted and accepted as Member of the Society, the Purchaser shall bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser along with Purchasers of other premises shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement.
28	After having expired period of notice in writing on being given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s on being required and called upon by the Promoters shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said plot and building namely local taxes, betterment charges or such other levies by the Concerned Local Authority/MCGM/MHADA and/or Government Authorities towards water charges, property taxes, Lease, rent, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the plot and the building to the Promoters and/or the Society on being formed and registered as the case may be. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters. The Purchaser/s shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits, etc. as may be demanded by the Promoters.



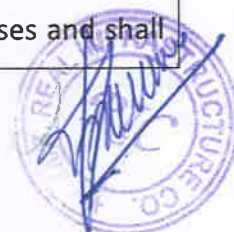
	ix) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable to the Promoters and the said Society under this Agreement are fully paid. and only if the Purchaser/s had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtain prior consent in writing from the Promoters till the affairs and management of the Building are taken over by the Society. x) The Purchaser/s shall observe and perform all the Rules and Regulations which the Society has so far followed and the amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MCGM/MHADA and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the said Society on being formed and registered regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society/limited society, if so required under the law as applicable but not otherwise the Purchasers shall permit the Promoter and their Surveyors and agents, with to without workmen and others,
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	at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii) The Purchasers shall permitted Promoter and their Surveyors and agents, with to without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xiii) The Promoters shall maintain a separate account in respect of sums received by the Promoter from the Purchasers as advance or deposit, sums received on account of the share capital to be paid/deposited with the society towards the outgoings, legal charges and shall utilize the amounts only for the purposed for which they have been received. xiv) Not to use any parking space (i.e. basement +Stilt + Stack with Pit and Open parking), if so permitted to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever; xv) In the event the Promoters and/or the society require the Purchaser to temporary vacate the parking space so as to enable other Purchaser of premises in the building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers in the building; xvi) To permit the Promoters and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the said Plot and/or building or any part thereof as also of the said
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	provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/ qualified plumbers only to avoid any further maintenance problems in future. xxiv) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the premises and building. xxv) Not to put or keep plant pots, signboards and/or any object outside the windows. xxvi) In case of purchase of Shop/premises/Commercial unit/ Office i) not to keep any Articles, stores, goods, sign boards as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/ property. ii) not to use of the premises for dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the concerned authorities of MCGM and State Govt. iii) to separately insure such premises. iv) not to change the internal/external work including of doors, windows etc. v) not to dismantle the flooring nor to underlay such flooring of the premises. vi) not to construct Chhejjas or other RCC work in the premises. vii) to use only the front portion of the shops on the Ground Floor as access to the shop premises and shall
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	not use any other open portion of the compound of the building/wing/plot. viii) not to store any articles, goods, furniture or otherwise on the staircase/lobby of the wing in which the office premises is situate. ix) not to use the lift provided in the Wing for the purpose of bringing or shifting furniture, articles, goods, etc. by the office occupier of the first floor. x) not to use any portion of the terrace/common terrace for the purpose of installation of any communication instrument, tower or affix any sign board, hoarding, name plate or otherwise. xi) not to use any portion of the outside walls including walls in the stair case for the purpose of affixing any name plate, board or otherwise by the occupier of the office premises.
40	After the Promoters hand over management of the building the Purchaser/s and the society shall preserve and maintain the various documents such as Ownership document, copies of I.O.D., Commencement Certificate, subsequent amendments, Occupation Certificate, canvass mounted plans, soil investigate on reports, RCC details and plans, structural stability reports, details of repairs carried out in the building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyors, Architect, CFO, etc. and the Purchaser/s along with other Purchasers and Occupants of the premises in the Building shall be responsible to carry out periodical structural audit of the building along with fire safety audit from time to time as per requirement of the authorized agency of MCGM and shall preserve and maintain the subsequent



	periodical structural & fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms of all the permissions, sanctions, certificates, etc., issued/to be issued hereafter by the Concerned Authorities.
41	The Purchaser/s shall use the said premises/flats and every part thereof or permit the same to be used only for the purposes as may be permissible. The said premises/Flat agreed to be allotted under these presents as also other premises/flats in the building as may be allotted by the Promoters to their prospective Purchasers shall not be used for any non-residential and such other activity and user not permitted by MCGM and a separate undertaking in writing shall be given by the Purchaser/s herein as also the Purchasers of other premises/flats in the building before taking possession of the premises/flats allotted under these presents. He/She/They shall use the car parking, if so allotted and/or permitted to use in writing only for purpose of keeping or parking the Purchaser/s' own vehicle. The Promoters shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Promoters as the Promoters may deem fit and the Purchaser/s herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s has/have acquired and purchased car parking space along with the flat under these presents from the Promoters, the Purchaser/s shall not be entitled to deal with and dispose off car parking space, if so allotted under these presents separately and/or independently in favour of any outsider who have not acquired the flat in the building and shall also abide by fulfill and comply with the bye-laws directions, etc. of organization/society on being formed and registered after the Promoters hand over the management and affairs of the building and



	the plot to such Organization/Society on being formed and registered.
42	The said building to be constructed as aforesaid shall, always be known as "GAMI AND JAYDEEP ESTELLA" or by such other name as may be desired by the Promoters the name of the society shall continue to remain the same
43	It is expressly agreed and understood that the Promoters shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold flats/car parking, etc. The Purchaser/s herein shall not, either individually or with other Purchaser/s, claim for or demand any such amounts from Promoters. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/flats/parking space, even after possession of other premises are handed over to other purchasers from the Promoters, as also to the members of the Society on being formed and registered, etc. shall exclusively belong to the Promoters alone.
44	The Terrace space in front of or adjacent to the terrace flats in the said building, if any as per the sanction plan shall be permitted to use exclusively to the respective purchaser of the terrace flats and such terrace spaces are intended for the exclusive use of the respective terrace flat/Purchasers as the use thereof has been permitted to him/her/them. Subject however, to the bye laws and other circulars/resolutions of the Society and terms imposed/ to be imposed.
45	The Promoters shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold



	Flats/Premises or otherwise. If the Promoters deal with or transfer, assign and dispose of such premises/flats or rights and benefits under the said Agreement, at any time to anybody, and realized/recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Promoters, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser/s herein will not have any objection to admit such assignee, transferee and/or Purchaser/s as the member of the society without any charges whatsoever.
46	In addition to payment of GST, if so payable, development charges, etc., as contemplated hereinabove, if by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchaser on demand at any time and the Promoters shall not be held liable or responsible. The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters including of termination under these presents, shall have no claim, save and except, in respect of the said premises hereby agreed to be allotted and sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, fitness Centre & gymnasium, if so, provided though not required refugee area, if any, etc. in the building, will remain the property of the Promoters until



	the said plot and building are transferred to the society as hereinbefore mentioned.
i.	The Purchaser hereby agrees and undertakes that he/she/they shall comply with fulfil and observe rules and regulations as may be framed by the Promoter and/or the society as also the membership fees for use of the Fitness centre provided by the Promoters.

For **M/S REAL INFRASTRUCTURE CO**

For M/S. REAL INFRASTRUCTURE CO.

Partner

 Date: 30.11.2023

Partner