Luxora
BEYOND COMPARE

**LUXORA INFRASTRUCTURE PRIVATE LIMITED**
Unit 150, Avior Corporate Park, Nirmal Galaxy,
Mumbai – 400080
CIN:
Date: 14 Apr 2023

To,
MAHARERA,
6th & 7th Floor, Housefin Bhavan,
Plot No: C - 21, E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051

Sub: Deviation Report with respect to model form of Agreement for Sale for obtaining RERA registration certificate for the project "Park House Holistic" situated at situated at Khasra No. 97/1/2/3/4 pt and 82 pt in Village Pipla, Tahsil Nagpur (Gramin) District, Nagpur 400 034.

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

The deviation in Model Form Clauses are highlighted in Yellow colour in Column "Deviation Clause in Developer AFS" and rest of the additional clauses of Developer AFS are highlighted in Grey colour in Column "Deviation Clause in Developer AFS".

| Clause No. | Clause in Model Agreement | Clause no. | Deviation Clause in Developer AFS |
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| 1 (c) | The Allottee has paid on or before execution of this agreement a sum of Rs _ (Rupees _ only) (not exceeding 10% of the total consideration) as advance payment or application foe and hereby agrees to pay to that Promoter the balance amount of Rs __ (Rupees __) in the following manner:<br>i. Amount of Rs...../-(.....) (not | Point 7 of Annexure A | |

| Milestones | Consideration Value % Due |
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| Earnest | 10.00 % |
| On Registration | 5.00% |
| Against Commencement of Foundation | 5.00 % |
| Against Commencement of Plinth | 5.00 % |



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exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (not

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| Against Commencement of **1st Slab** | **25.00 %** |
| Against Commencement of **Top Slab** | **25.00 %** |
| Against Commencement of **Flooring** | **5.00 %** |
| Against Commencement of **Plumbing** | **5.00 %** |
| Against Commencement of **Doors and** Windows | **5.00 %** |
| Against Commencement of **External** Painting | **5.00 %** |
| Against **Intimation** of **Possession** | **5.00 %** |
| **Total** | **100%** |

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| | exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.<br>viii. Balanco Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after recoipt of occupancy certificate or completion certificata. | | |
| 1 (g) | The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any inorease in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All | 3.1.8 | The Promoter confirms that the Consideration so stated shall be increased (a) on account of any development charges, levies, duty, cess or any other levy by whatever name called that may be imposed on the Unit and/or the Project by the Appropriate Authorities or (b) on account of any change in the Carpet Area of the Unit as more particularly stated hereinbelow. In such an event the Allottee agrees to pay the additional amount to the Promoter without protest or demur before the handover of the Unit to the Allottee. If there is any reduction in the Carpet Area of tha Unit within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with the annual interest calculated from the date when such an excess amount was paid by the Allottee. |

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| | these monetary adjustments shall be made at the same rata por square meter as agreed in Clause 1(a) of this Agreement. | 4.2.3 | The Promoter shall confirm the final carpet area that has been allotted te the Allottee after the construction of the Project is complete and the occupancy certificate is granted by the Appropriate Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall he recalculated upon ccnfirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with the intorest, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Prometer shall demand additional amount from the Allottee as per the next milestone of the payment details as provided in **Annexure A**. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreemont. |
| 1 (h) | The Allottee authorizes the Premotar to adjust/appropriete all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Prometer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. | 3.4.8 | The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee for any other purpose or any other account. Any overdue payments so received will be first adjusted against interest accrued then towards statutory dues and subsequently towards outstanding dues of the Allottee. |
| 2.2 | The Promoter shall abide by the timo schedule for ccmpleting the project and | 2.3 | The Promoter shall abide by the time schedule for completing the Project |

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| | handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. | | and handing over the Unit to the Allottee and the common areas to the Body Corporate in accordance with clause 7.2 herein below. The Promoter shall handover the Unit to the Allottee on or before the Possession Date subject to the Allottee complying with all the terms and conditions stated herein and making timely payments of the Consideration and other amounts as stated herein. If the Promoter fails or neglects to give possession of the unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, the Allottee shall have the option to terminate this Agreement. and the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the unit with interest from the date the Promoter received the sum till the date the amounts and the interest thereon is repaid after deducting therefrom the amount determined as Permissible Deductions. Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of the Project in which the Unit is to be situated is delayed on account of Force Majeure Events. In case the Allottee does not exercise his option to terminate this Agreement, the Promoter shall pay to the Allottee, the interest on all the amounts paid by tha Allottee, for every month of delay, till the handing over of possession of the Unit. |
| 4.1 | If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the pessession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. | | |
| 6 | The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the | | |

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| | Promoter received the sum till the date the amounts and interest thereon is repaid. | | |
| 3 | The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sele of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. | 2.4 | The Promoter hereby declares that the FSI available as on date in respect of the Project Land is as per Annexure A only and Promoter has planned to utilize said FSI (including FSI premium, ancillary and TDR if applicable). The Promoter has disclosed the same to be utilized by it on the Project Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. Any additional FSI accruing on the Project Land and/or Layout Land and not being utilised on the Project Land and/or Layout Land, as the case may be, for any reason whatsoever, shall at all times accrue and belong exclusively to the Promoter alone and may be utilised in the Balance Projects at the sole discretion of the Promoter. |
| 4.2 | Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by | 11.3.1 | In case of termination pursuant to Clause11.1, the Promoter shall within the Refund Period pay to the Allottee an amount equivalent to the Consideration or part thereof paid by the Allottee to the Promoter (excluding the interest or any other charges paid by the Allottee to the Promoter on account of delayed payments) after deducting therefrom the amount |

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| | the Allottee to the Promoter | | determined as Permissible Deductions. |
| 5 | The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Prometer in the said building and the Apartment as are set out in Annexure 'E', annexed hereto. | 4.2.2 | The Promoter shall provide with the Unit purchased by the Allottee, the Unit Amenities and Facilities, as stated in Annexure H annexed hereto. For quality control purposes and/or due to non-availability or short supply of any of the Unit Amenities and Facilities and/or materials or items used or comprised therein, the said Unit Amenities and Facilities may be altered, amended or substituted with materials or items or brands of a similar nature. |
| 7.1 | Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. | 4.3.1 | The Promoter shall offer the possession of the Unit to the Allottee on the Possession Date. The Promoter shall give a written notice to the Allottee 7 (seven) days prior to the Possession Date ("**Notice of Possession**") for the Allottee to take possession of the Unit and within 2 (two) months from the date of issue of such notice the Allottee shall take possession. It is hereby clarified that the aforementioned notice shall be issued only after the Promoter obtains occupancy certificate with respect to the Project from the relevant Appropriate Authority. |

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| 7.2<br><br><br><br><br><br>7.3 | The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.<br><br>Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and suoh other documontation as prescribed in this Agreemont, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable. | 4.3.2 | Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Unit and execute necessary indemnities, undertakings and such other documentation as may be required for taking possession of the Unit. In case the Allottee fails to take possession within the aforementioned time period of 2 (two) months, the Allottee shall be liable to pay the Ensaara Metropark Maintenance Charge and the Project Maintenance Charge from the Possession Date. |
| 7.4 | If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not pessible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. | 4.4.1<br><br><br><br><br><br><br><br><br><br>4.4.2 | If the Allottee brings to the notice of the Promoter any structural defect in the Unit within a period of 5 (five) years or as may be amended from time to time under the relevant laws, on account of workmanship, quality or provision of service, then it shall wherever possible be rectified by the Promoter without further charge to the Allottee.<br><br>After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 4.3.1 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing |

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| | | | such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs. |
| | | 4.4.3 | It is however expressly agreed that due to changes made by the Allottee in the Unit or other allottees of the units in the Project, if any complaint arises, then in such circumstances the Promoter shall not be liable or responsible for repairs. Further, if any defect, damage or destruction is caused due to storm, earthquake, hurricane, tornado, cyclone, flood, adverse weather conditions or fire or any other Force Majeure Event, or any act or omission by the occupants of the neighboring land and/or any Government or local authority, then in such circumstances the Promoter shall not be liable or responsible for repairs. Furthermore, if any defect or damage is found to have been caused due to the negligence of the Allottee or any other allottees or his/her/its agents or structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Unit other than for its intended purpose or such other reasons attributable to the Allottee or any other allottees or his/her/its agents, then the Promoter shall not be liable for the same. |
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| | | | It is expressly agreed that any additional work which is requested by the Allottee and executed by the Promoter on behalf of the Allottee, which is not a part of the standard structure, equipment, fittings, layout, materials etc. being provided by the Promoter in general, will not be considered a part of the warranty or cannot be claimed in any manner whatsoever under the defect liability claim. Also, such modifications, alterations, changes etc. will not be allowed to be executed or implemented unless the same has been approved by the Structural Engineer, Architect and Project Engineer appointed by the Promoter. |
| 9 | The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection | 8.9.4 | The Allottee along with other allottees of flats in the Project shall join in forming and registering the Body Corporate to be known by such name as the Promoter may decide and for this purpose also from time to time shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Body Corporate and for becoming a member, including the bye-laws of the proposed Body Corporate and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Body Corporate of the Allottee under the Applicable Law. No objection shall be taken by the Allottee |

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| 9.1 | shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.<br><br>The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/ Lessor/ Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. | 7.2 | if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or Appropriate Authority.<br><br>In accordance with the Applicable Laws, the Promoter shall within 3 (three) months from the date of issuance of the occupancy certificate in respect of the Project, transfer and/or cause to be transferred in favour of the Apex Body, the Ensaara Property including the Project Land and the Ensaara Metropark Amenities and facilities subject to receipt of the full Consideration and other charges and deposits by the Promoter from all the allottees/purchasers of units/structures on the Ensaara Property(including the Project Land). It is being agreed that any such transfer to the Apex Body shall always be subject to the Promoter's right to recover any amounts unpaid togother with interest accrued thereon, by any of the other allottees in the Project and the Promoter's right to sell and transfer any of the units remaining unsold at the time of the aforesaid transfer to the Body Corporate. Irrespective of any such transfer, the Promoter shall not be liable to pay any Project Maintenance Charge in respect of any unsold units in the Project. |
| 9.2 | The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the | 7.3 | In accordance with the Applicable Laws, the Promoter shall within a period of 3 (three) months from the date of issuance of the occupancy certificate in respect of the last building |

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| | Federation/Apex body all the right, title and the interest of the Vendor/ Lessor/ Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed. | | constructed on the Ensaara Property, transfer and/or cause to be transferred in favour of the Apex Body, the common areas and infrastructure of the Layout, the Ensaara Property (including the Project Land) and the Ensaara Metroperk Amenities and Facilities subject to receipt of the full consideration and other charges and deposits by the Promoter from all the allottees/purchasers of units/structures on the Ensaara Property. It being agreed that any such transfer to the Apex Body shall always be subject to the Promoter's right to recover any amounts unpaid together with interest accrued thereon, by any of the allottees in the Ensaara Metropark. Irrespective of any such transfer, the Promoter shall not be liable to pay any Ensaara Metropark Maintenance Charge in respect of any unsold units in the Project. |
| 9.3 | Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion te the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and | 8.7.1 | To pay to the Promoter and as directed by the Promoter, within 7 (seven) days, the Allottee's proportionate share of the deposit/s, charges, dues etc. if any, demanded by the Promoter, the Apex Body, the Body Corporate and/or the Ensaara Metropark Management Company and/or the Appropriate Authorities including but not limited to maintenance and management charges of sewerage treatment plan, garbage disposal system and such other facilities that the Promoter may be required te install, operate and maintain under the guidelines |

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| | maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such propertionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the cutgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. | 8.7.2 | prescribed by the statutory authorities and/or cherges for providing water, drainage, electricity, telephone, gas or any other service/utility connection to the Unit, and/or the Project and shall also bear and pay all charges for use thereof.<br><br>To bear and pay proportionately or otherwise, as may be required, all rents, rates, Taxes, cesses, assessments, water charges, insurence premium and other levies, if any, which are imposed by or payable to the Promoter, and/or the Apex body and/or the Body Corporate and/or the Appropriate Authorities (as the case may be) and any increase thereto from time to time. |
| 15 | The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. | 3.2.1<br><br>3.2.2 | In addition to the Consideration, the Allottee shall pay and/or deposit with the Promoter on demand, the Charges and Deposits as specified in Annexure A hereto, on or before the Possession Date in the Charges and Deposits Bank Account.<br><br>The Promoter shall maintain separate books of account in respect of the Charges and Deposits, collected in advance and shall be liable to render the accounts of such Charges and Deposits, only to the Body Corporate |

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| | | | and not individually to the Allottee at any time. The Charges and Deposits, paid to the Promoter by the Allottee shall not carry any interest and the same shall remain with the Promoter until the formation of the Body Corporate and/or Apex Body and only after utilizing, appropriating and adjusting the same, be transferred by the Promoter to the Body Corporate and/or Apex Body as the case may be |
| | | 3.2.3 | The amounts of Charges and Deposits have been separately agreed to and recorded in writing and signed by the Parties and shall form part of this Agreement and the same is non-refundable as stated in Annexure A |
| 16 | Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking speces, lobbies, staircases, terraces recreation spaces, will remain the property of the Prometor until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned. | 12.4 | Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, demise or assignment in law of the Ensaara Property or any part thereof in favour of the Allottee save and except the Unit which shall be transferred to the Allottee as provided herein. The Allottee shall have no individual claim in all common areas and amenities including all open spaces, common terraces, parapet walls, external walls of all buildings in the Project and/or Ensaara Metropark, lobbies, staircases, lifts, passages, recreation spaces and the same will remain at all times the property of the Promoter until transfer thereof to the Apex Body and/or the Body Corporate/s, as the case may be and thereafter the Apex Body and/or the Body Corporate/s or urban local body shall hold Ensaara |

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| | | | Metropark and all the common areas and amenities pertaining thereto, expressly subject to the rights, interests and benefits of the Promoter under this Agreement. |
| 17 | After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, suoh mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot]. | 9.1.5 | The Promoter has presently availed finance for the development of the Ensaara Metropark from various financial institutions against security the Ensaara Property and/or the buildings, row houses, villas and other structures to be constructed thereon and it is expressly agreed that The Promoter may in its sole discretion be entitled to obtain financial assistance for the development of the Project against security of the Project Land and/or the Project to be constructed thereon from any banks and/or financial institutions as may be deemed necessary. Prior to handing over possession of the Unit, the Promoter shall ensure that the banks/financial institutions release all their claims/rights over the Unit. |
| 19 | ENTIRE AGREEMENT<br><br>This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be. | 12.3 | ENTIRE AGREEMENT<br><br>This Agreement together with its Schedules and Annexures including rules and regulations with respect to the Unit constitutes the understanding between the Parties with rospect to the subject matter hereof. Provided however that shell there be a provision, obligation or a condition contained in the Township Regulations or its amendments, if any, which is not included hereunder, such provision, obligation or condition shall be deemed fo be incorporated in this |

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| | | | Agreement to the extent that such provision, obligation or condition is consistent herewith. |
| 20 | RIGHT TO AMEND<br><br>This Agreement may only be amended through written consent of the Parties | 12.8 | AMENDMENTS<br><br>No change or modification or amendment of this Agreement is valid unless the same shall be in writing and signed by all the Parties. |
| 21 | PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES<br><br>It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes. | 10.1<br><br><br>

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| | be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. | | be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction will not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction will not be affected. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted. Provided thet in the event such statute, regulation, court order or other action frustrates the economic assumptions of this Agreement or renders performance impossible, the Party affected thereby shall have the right to terminate this Agreement with no recourse of right to the claim of any amounts that may have been spent until then. |
| 23 | METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT<br><br>Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. | 8.7.1 | To pay to the Promoter and as directed by the Promoter, within 7 (seven) days, the Allottee's proportionate share of the deposit/s, charges, dues etc. if any, demanded by the Promoter, the Apex Body, the Body Corporate and/or the Ensaara Metropark Management Company and/or the Appropriate Authorities including but not limited to maintenance and management charges of sewerage treatment plan, garbage disposal system and such other facilities that the Promoter may be required to install, operate and |

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| | | 8.7.2 | maintain under the guidelines prescribed by the statutory authorities and/or charges for providing water, drainage, electricity, telephone, gas or any other service/utility connection to the Unit, and/or the Project and shall also bear and pay all charges for use thereof.<br><br>To bear and pay proportionately or otherwise, as may be required, all rents, rates, Taxes, cesses, assessments, water charges, insurance premium and other levies, if any, which are imposed by or payable to the Promoter and/or the Apex body and/or the Body Corporate and/or the Appropriate Authorities (as the case may be) and any increase thereto from time to time. |
| 24 | FURTHER ASSURANCES<br><br>Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. | 12.10 | FURTHER ASSURANCES<br><br>Each Party must use its best efforts to do all things necessary or desirable to give full effect to this Agreement. |
| 27 | ....It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post | 12.1.3 | ....Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (fifteen) days prior |

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| | failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be. | | written notice. |
| 29 | Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee. | 12.13.1 | The Allottee alone shall pay the entire stamp duty and registration fees/charges payable on and in respect of this Agreement and all incidental/related deeds, documents, instruments and writings, if any, including on the Definitive Agreements, if any as per the prevailing law. |
| | | 2.5 | The Allottee acknowledges and confirms that the other units forming part of the Project, the other projects/building/s on the Layout Land and the Balance Projects and/or the plans, layout plans, approvals etc. in respect thereof being implemented or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement or interest of Allottee in respect thereof. |
| | | 2.6 | The Promoter shall be entitled in its sole discretion as it deems to fit to allocate and distribute all vehicle parking spaces in respect of the Project. |
| | | 3.1.5 | In compliance with the rules and regulations of the Income Tax authorities, the Allottee shall make all payments towards Consideration or part thereof, after deducting TDS at the rate of 1% (one percent) (or at any other rate as may be prescribed under Applicable Laws) on such amounts, if applicable. Along with such payment, |

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| | | | the Allottee shall also be required to submit to the Promoter the requisite challan as well as Form 16 B (presently evidencing payment of TDS to the Government) as per Income Tax Act, 1961, duly executed by the Allottee in that regard. |
| | | 3.1.6 | It is hereby specifically agreed that any payment of the Consideration or part thereof made by the Allottee but is not accompanied with the challan and Form 16B shall be deemed to be a failure to pay and the provisions of Clause 3.4 hereinbelow shall apply. |
| | | 3.1.7 | It is hereby further agreed that if Promoter desires so, the Allottee shall authorize the Promoter in writing (by executing such documents as may be necessary), to collect the amount of TDS which the Allottee is liable to deduct and deposit the same with the Appropriate Authorities. The Promoter shall provide Allottee with such documentary proof of deposit, in due course. |
| | | 3.1.9 | The Allottee confirms that he/she/they/it has/have voluntarily and willingly paid the booking amounts and other instalments of the Consideration to the Promoter on or prior to the execution of this Agreement. |
| | | 3.3.1 | The Allottee shall be liable to pay to the Promoter or the Body Corporate (as the case may be) the Project Maintenance Charge as shall be decided and/or specified in Annexure A hereto, being the charges for a |

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| | | | period of 1 (one) year and, thereafter the same shall be paid quarterly in advance to the Promoter or the Body Corporate (as the case may be) or as may be varied from time to time. The Promoter or the Body Corporate (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same or as may be varied from time to time. |
| | | 3.3.2 | Upon the Allotee receiving the Notice of Possession and prior to taking the Possession of the unit , the Allottee shall pay to the Promoter and or the Apex Body(as the case may be) the Ensaara Metropark Maintenance Charge as specified in Annexure A, being the charges for a period of 1 (one) year and, thereafter, the Allottee shall be liable to pay the Ensaara Metropark Maintenance Charge quarterly in advance to the Promoter or the Apex Body, (as the case may be)as may be varied and notified to the Allottee from time to time. The Promoter and/or the Apex Body (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same as may be varied from time to time |
| | | 3.3.3 | If in the event the Promoter is responsible for collecting the Project Maintenance Charge and there being any arrears in payment of the same by the Allottee, the Promoter shall before transferring over such Project Maintenance Charge to the Body Corporate, appropriate the shortfall |

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| | | | from and out of the Charges and Deposits collected and/or Building Sinking Fund, and shall recover the same along with interest due (if any) from the Allottee. |
| | | 3.3.4 | If the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge, which is charged on a provisional basis, is insufficient to manage and maintain the Project and/or Ensaara Metropark then in that event the Body Corporate and/or Apex Body, as the case may be, shall have the right to increase the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge from time to time and the Allottee shall without any protest pay its proportionate share of such increase. |
| | | 3.3.5 | The Allottee agrees to pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge within 15 (fifteen) days from the date of demand thereof. Any delay in payment of either the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge shall make the Allottee liable to pay interest at the rate of 18% p.a from the date the said amount becoming due and payable by the Allottee, till the date of realization such amount. |
| | | 3.3.6 | If the Allottee does not pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and interest thereon (if any) for a period of |

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| | | | more than 2 (two) quarters consecutively then in that event the Body Corporate and/or the Apex Body (as the case may be) shall have the right to withhold or cut-off the amenities or facilities or services enjoyed by the Allottee in relation to the Unit, Project and/or Ensaara Metropark. However, the liability to pay Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge along with interest thereon shall continue irrespective of the discontinuance of such amenities or facilities or services. |
| | | 3.3.7 | In the event any of the utility providers are unable to provide any of its services in respect of the Unit Amenities and Facilities or Ensaara Metropark Amenities and Facilities, then in that event the Promoter,Body Corporate and/or Apex Body as the case may be, shall not be liable or responsible to provide the same. |
| | | 3.4.1 | ...It is hereby expressly clarified, agreed and understood that if for any reason whatsoever, the Allottee commits any delay and/or default in payment of any of the amounts mentioned in this Agreement or in providing the challan and Form 16B evidencing the TDS deducted then in such event, without prejudice to the other rights and remedies available to the Promoter, the Allottee shall be liable to pay to the Promoter, Body Corporate or Apex Body, as the case may be, interest on the amount of the instalment/s and/or other amounts |

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| | | | from their respective due dates till payment and/or realization. |
| | | **3.4.4** | The Allottee, 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, 1934 and the rules and regulations framed there under ("Foreign Exchange Laws") or any statutory amendment(s), modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the Foreign Exchange Laws or any other Applicable Laws. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any actions under the Foreign Exchange Laws or other laws as applicable, as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the |

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| | | | Promoter immediately and comply with necessary formalities, if any, under the Foreign Exchange Laws or any other Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. |
| | | 3.4.5 | The Allottee shall be completely responsible for any notices or actions taken by any of the authorities due to non-compliances of the Foreign Exchange Laws by the Allottee and the Promoter shall not be in any case responsible for the same. |
| | | 5.1.1 | For the purposes of management and maintenance of the Project, the Promoter shall at the appropriate time as per Applicable Law, form and register a Body Corporate comprising of all the unit allottees of the Project including the Allottee and upon such Body Corporate being constituted the internal management, maintenance and security of the Project shall be the sole responsibility of the Body Corporate. |
| | | 5.1.2 | The Promoter or the Body Corporate either directly or by appointing a professional management company, shall be in charge of the maintenance, management and upkeep of the Project and all its limited common areas, amenities and facilities. |

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