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 Tranquil 2" situated at situated at Khasra No. 96/1/3/4 (pt) 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".

<table>
<tr><th>Clause No.</th><th>Clause in Model Agreement</th><th>Clause no.</th><th>Deviation Clause in Developer AFS</th></tr>
<tr><td>1 (c)</td><td>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 fee and hereby agrees to pay to that Promoter the balance amount of Rs __ (Rupees __) in the following manner:
i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the</td><td>Point 7 of Annexure A</td><td>
<table>
<tr><th>Milestones</th><th>Consideration Value % Due</th></tr>
<tr><td>Earnest</td><td>10.00 %</td></tr>
<tr><td>First Installment</td><td>14.00%</td></tr>
<tr><td>Second Installment</td><td>56.00 %</td></tr>
<tr><td>Third Installment</td><td>20.00 %</td></tr>
<tr><td>Total</td><td>100%</td></tr>
</table>
</td></tr>
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	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 exceeding 95% of the total consideration) to be paid to the		

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	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. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.		
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 increase 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 these monetary adjustments shall be made at the same rate per square	3.1.8	The Promoter confirms that the Consideration so stated shall be increased on account of any development charges, levies, duty, cess or any other levy by whatever name called that may be imposed on the Project and/or the Unit by the Appropriate Authorities. In such an event, the Allottee agrees to pay the additional amount to the Promoter without protest or demur.

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	meter as agreed in Clause 1(a) of this Agreement.		
1 (h)	The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter 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 4.1	The Promoter shall abide by the time schedule for completing the project and 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. 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 possession. 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.	2.3	The Promoter shall abide by the time schedule for completing the Project 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 Land 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

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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 Promoter received the sum till the date the amounts and interest thereon is repaid.	11.3.2	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 the Allottee, for every month of delay, till the handing over of possession of the Unit Land.
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 sale of	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

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	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.		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 the Allottee to the Promoter	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 determined as Permissible Deductions.
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	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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	receiving the occupancy certificate of the Project.		
7.2 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. 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 such other documentation as prescribed in this Agreement, 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 possible 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	If Within 5 (five) years from the Possession Date of the Unit Land, if the Allottee brings to the notice of the Promoter any material defects in the Unit Land, the same shall be rectified by the Promoter without any charge to the Allottee. In the event the same cannot be rectified, the Allottee shall be entitled to receive reasonable compensation for such defect and which compensation

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			shall in any event not exceed 2% (Two percent) of the Consideration. The Promoter shall not be liable for rectification or such compensation of any defects, in the event such defects is caused by the Allottee making any changes to the Unit Land after the Possession Date or such defects is attributable to any changes made in the Unit Land by the Allottee and/or changes made by the allottees of the adjoining units.

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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 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.	8.9.4	The Allottee along with other allottees 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 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.
9.1	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	7.2	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 Body Corporate, by executing the necessary documents in

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	the said structure of the Building or wing in which the said Apartment is situated.		favour of the Body Corporate; it being agreed that any such transfer to the Body Corporate shall always be subject to the Promoter's right to recover any amounts unpaid together with interest accrued thereon, by any of 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 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.	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 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 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. 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

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			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 to 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 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 proportionate 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 outgoings. 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	8.7.1 8.7.2	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 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. 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.

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	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.		
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 3.2.2 3.2.3	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. 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 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 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	12.4	Nothing contained in this Agreement is intended to be nor shall be construed

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	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 spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter 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.		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 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, such 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**

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			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 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 This Agreement together with its Schedules and Annexures including rules and regulations with respect to the Unit constitutes the understanding between the Parties with respect to the subject matter hereof. Provided however that shall 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 to be incorporated in this Agreement to the extent that such provision, obligation or condition is consistent herewith.
20	RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties	12.9	AMENDMENTS 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 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	10.1	The Allottee shall not without the prior written consent of the Promoter or Body Corporate (as the case may be) sell, transfer, assign or create any third party rights in the Unit and/or Unit Land, provided the transferee of the Allottee covenants to make all the payments due by the Allottee under this Agreement and adhere to the terms of this Agreement and subject to the Allottee paying the stipulated

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	[Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.	10.2	transfer fees as fixed by the Promoter to the Promoter prior to any such transfer. The Allottee shall also ensure that the proposed transferee shall sign and execute a deed of adherence in a format acceptable by the Promoter and any other documents as may be required by the Promoter, stating his/her/their/its willingness to abide by the terms and conditions of this Agreement and any other terms and conditions in the future.
22	SEVERABILITY If any provision of this Agreement shall 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.	12.10	Severability If any provision of this Agreement will 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 that 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

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			amounts that may have been spent until then.
23	METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT 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 8.7.2	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 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. 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 Both Parties agree that they shall	12.11	FURTHER ASSURANCES Each Party must use its best efforts to

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	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.		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 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.	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 written notice.
29	Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.	12.14	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

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			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, 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

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			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 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

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			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 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

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