LUXORA INFRASTRUCTURE PRIVATE LIMITED

Unit 150, Avior Corporate Park, Nirmal Galaxy,

Mumbai – 400080

CIN: U70100MH2007PTC166943

Date: 20-Sep-23

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 "Ebony" situated at KH. No. 56/2 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
1 (a)	(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building _____/wing	2.1	The Promoter agrees to develop and construct the Unit as part of the Project to be constructed on the Project Land in accordance with the Unit Plan as part of the Project Plan/Proposed Project Plan, as may be amended from time to time in accordance with the disclosures made by the Promoter in Recital G and sanctioned by the Appropriate Authorities under Applicable Laws.
		2.2	Subject to and upon the terms, conditions and provisions hereof, including timely payments of all amounts due under this Agreement by the Allottee, The Allottee

	(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). (ii) (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing	Point 1 of Annexure A Point 4 of Annexure A	hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Unit as more particularly described under **Annexure A**. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee on ownership basis the covered parking spaces and situated at Basement /stilt/podium levels being constructed in the layout as more particularly stated in Annexure A. The total aggregate consideration amount for the Unit including the Car parking Spaces is stated in **Annexure A.** **1. Consideration Value** The total Consideration Value of the unit purchased is Rs. _____ (Rupees: _____ only) which is exclusive of any Charges, Deposits, Duties and Taxes as mentioned below. **4. Description of Unit**

Unit No.	
Floor	
Unit Configuration	
Unit Carpet Area (in sq. mt.)* Approx.	
Unit Carpet Area (in sq. ft.)* Approx.	
Terrace Area(in sq. ft.) Approx.	
Open Balcony Area (in sq. mt.)* Approx.	
Open Balcony Area (in sq. ft.)* Approx.	
Enclosed Balcony Area (in sq. mt.)* Approx.	
Enclosed Balcony Area (in sq. ft.)* Approx.	
Total Usable Area (in sq. mt.)* Approx.	

	Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/ The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____		**Total Usable Area (in sq. ft.)* Approx.** | | *Notes: 1 sq. mtr. = 10.764 sq. ft* **Car Parking Space/Type** | **No of Car Parks** | | | | **The exact location of the Car Parking Space(s) will be intimated at the time of handing over Possession*

<table>
<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 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.</td>
<td>Point 7 of Annexure A</td>
<td>
<u>ANNEXURE A</u>

1. Consideration Value

The total Consideration Value of the unit purchased is Rs. _____ (Rupees: _____ only) which is exclusive of any Charges, Deposits, Duties and Taxes as mentioned below.

2. Payments Received

The total payment received till date is Rs. _____ (Rupees: _____ only as per details mentioned below:

<table>
<tr><th>Payment Mode</th><th>Instrument No</th><th>Instrument Date</th><th>Bank Name</th><th>Amount received towards CV + GST</th></tr>
<tr><td>Cheque Local</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Cheque Local</td><td></td><td></td><td></td><td></td></tr>
<tr><td>NEFT/RTGS</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Others</td><td></td><td></td><td></td><td></td></tr>
</table>
Note : The above acknowledgement of payments is subject to realization of the cheque/s. Kindly refer to the payment receipt/s for detailed breakup of Consideration Value and relevant taxes.

3. Details of Allottee/s

Allottee/s
<table>
<tr><th>Title</th><th>Customer Name / Company Name</th><th>Pan No</th><th>Address</th></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>

<u>Co-Applicant Details</u>
<table>
<tr><th>Title</th><th>Co-Applicant Name / Company Name</th><th>Pan No</th><th>Address</th></tr>
</table>
</td>
</tr>
</table>

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 Promoter on completion of the lifts,

Contact Person

Contact Name	Phone No.	Email Id

4. Description of Unit

Unit No.	
Floor	
Unit Configuration	
Unit Carpet Area (in sq. mt.)* Approx.	
Unit Carpet Area (in sq. ft.)* Approx.	
Terrace Area(in sq. ft.) Approx.	
Open Balcony Area (in sq. mt.)* Approx.	
Open Balcony Area (in sq. ft.)* Approx.	
Enclosed Balcony Area (in sq. mt.)* Approx.	
Enclosed Balcony Area (in sq. ft.)* Approx.	
Total Usable Area (in sq. mt.)* Approx.	
Total Usable Area (in sq. ft.)* Approx.	

***Notes:** 1 sq. mtr. = 10.764 sq. ft*

Car Parking Space/Type	No of Car Parks

**The exact location of the Car Parking Space(s) will be intimated at the time of handing over Possession*

Infrastructure Pvt. Ltd. Mumbai

	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.		**5. Project Details and Land Details**

Project Name	Ebony
Project Land Area in sq m approx	2221.37
FSI Available on Project Land in sq m approx (as per current Project Plan)	3562.38
FSI Available on Project Land on sanction of Proposed Project Plan in sq m approx.	[Upto X sq.m]
Project Land	All those pieces and parcels of lands bearing Survey KH. No. 56/2 in Village Pipla, Tahsil Nagpur (Gramin) District:Nagpur, 440034 demarcated in red in Annx C
Project Land Boundary (North)	Kh No 56/2
Project Land Boundary (East)	Kh No 56/2
Project Land Boundary (South)	Kh No 66/1
Project Land Boundary (West)	Kh No 66/2
RERA Registration No	
Promoters Project Bank Account	Luxora Infrastructure Private Limited Master RERA escrow Ebony A/C No 57500000618230 with HDFC Bank, Thane East-Kopari Colony Branch, Thane)
Neighbourhood Club and Access	Currently planned to be constructed on plot No GS3.5 (subject to change in accordance with changes in masterplan). Access to be shared with allottees of several balance projects

Luxora Infrastructure Mumbai

6. Possession Date

We shall endeavour to provide possession by the Possession date i.e _____ or a date up to 12 months thereafter.

7. Payment Details

Milestones	CV % Due
Earnest	10
Completion of Piling	10
Against Completion of Plinth	15
Against Completion of 1st Slab	5
Against Completion of 2nd Slab	5
Against Completion of 3rd Slab	5
Against Completion of 4th Slab	5
Against Completion of 5th Slab	5
Against Completion of 6thSlab	5
Against Completion of 7th Slab	5
Against Completion of 8th Slab	5
Against Completion of Flooring	5
Against Completion of Plumbing	5
Against Completion of Doors and Windows	5
Against Completion of External Painting	5
Against Intimation of Possession	5

Total	100%

Duties and Taxes

Stamp Duty	As per Maharashtra Stamp Act
Registration	Rs. 30,000
GST	At prevailing rates

Note: Any other statutory duties and taxes are payable by the customer at the actual rates at the time of registration and as per applicable law.

Charges and Deposits

Metropark Corpus	
Body Corporate Society Share Application Money	
Metropark Sinking Fund	
Building Sinking Fund	
Club House Charges	

Notes:

1. *Interest will be levied on delayed payments of any kind @ SBIMCLR +2% per annum.,or as per applicable law*
2. *All cheques to be issued in favour of Luxora Infrastructure Private Limited Master RERA Escrow Ebony only.*
3. *Unit cancellation charges as applicable.*
4. *Stamp duty, registration charges, and applicable taxes are payable by the allottee at the actual rates at the time of registration and as per applicable law. GST, if applicable, will be payable on pro rata basis on each of the above milestone collections.*
5. *The monthly Project Maintenance Charge in relation to the Unit shall be proportionate to the Total Usable Area (mentioned above) of each Unit within the Project. The fees shall be a minimum of 20% (twenty percent) (and escalation thereto) over and above the actual annual expenses that may be incurred and is payable for a period of 1 (one) year from the intimation of Possession Date by the Allottee and, thereafter quarterly in advance to the Promoter/Body Corporate or as decided by the Promoter/Body Corporate from time to time.*

Luxora Infrastructure Pvt. Ltd. Mumbai

			6. *The current estimated monthly Ensaara Metropark Maintenance charge is.Rs _____ per square foot(i.e. Rs _____ per sq. m) on Total Usable Area mentioned above and is payable for a period of 1 (one) year from the Intimation of Possession Date by the Allottee and, thereafter quarterly in advance and/or as shall be decided by the Promoter/Body Corporate/Apex body (as applicable).* 7. *Metropark Corpus Fund,Metropark Sinking Fund, Body Corporate Society Share Application Money Charges and Building Sinking Fund will be payable at the time of Intimation of Possession* 8. *Club charges refer to the Allottee's access to, and use of, the specific Neighbourhood Club if mentioned above.*
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	3.1.8 4.2.3	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 the 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. The Promoter shall confirm the final carpet area that has been allotted to 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 be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund

	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 meter as agreed in Clause 1(a) of this Agreement.		the excess money paid by Allottee within 45 (forty-five) days with the interest, 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 details as provided in **Annexure A**. All these monetary adjustments shall be made at the same rate per square meter as agreed in 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	The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the	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

4.1	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.		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 the Allottee, for every month of delay, till the handing over of possession of the Unit.
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.		
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	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

	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 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.		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	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**

	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		**the Allottee to the Promoter on account of delayed payments) after deducting therefrom the amount 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 Promoter 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	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.**

Infrastructure Pvt. Ltd. Mumbai

	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.		
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	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.**

Akore Infrastructure Pvt. Ltd. Mumbai

	[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.		
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,	4.4.1 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. **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 such damage caused by the Allottee and**

	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.		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.
		4.4.4	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 shall be taken by the Allottee if any, changes or modifications are	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 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.

	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.		
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	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.

Infrastructure Pvt. Ltd. Mumbai

	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 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 as a grant, demise or assignment in law, of the said Apartments or of the	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

Infrastructure Mumbai Ltd.

	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.		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	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.**