

Deviation Report For Agreement For Sale

Project Name: **MEGHNA SEVEN**

Promoter Name: **M/S. MEGHNA BUILDERS**

In our submitted Draft Agreement of "**MEGHNA SEVEN**" constructed on Survey No. 13/1, 14/4 and 14/5/A, Village Rohinjan, Tal. Panvel, Dist. Raigad, we covered all points mentioned in Standard Draft provided from the RERA (i.e. Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1)) EXPLANATORY NOTE) are included.

Apart from the points, Clause, Paragraph from Model Form of Agreement, we also add following points in Draft Agreement of Sai Pearl:

- "32) *The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).*
- 33) *Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.*
- 34) *The Promoters shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.*
- 35) *The Allottee(s) shall have no claim of save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoters until the whole property is transferred to the proposed co-operative society, association or a limited company or any other legal*

body as the case may be subject however, to such conditions and regulations as the Promoters may impose.

- 36) If there is any increase in FSI (Floor Space Index) and/or any other benefits, then such benefits shall go to the Promoters. The Allottee(s) and/or the member(s) of the proposed co-operative society, association or limited company or legal body shall not raise any objections to the Promoters utilising such increased FSI and/or using/appropriating such benefits.
- 37) It is agreed that if one or more of such Flat/Shop are not taken/ purchased or occupied by any person other than the Promoters at the time the Building is ready for part occupation(s), the Promoters will be deemed to be the Owners thereof until such Flats/Shops are agreed to be sold by the Promoters. The Allottee(s) shall from date of possession maintain the said Flats/Shops at his/her/their own cost in a good and tenantable repair and condition and shall not damage or do anything to the said building or the said Flats/Shops, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Promoters or the co-operative society, association or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat/Shop. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.
- 38) So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the taxes, Cess, assessments etc. in respect of the co-operative society, association or limited company or a legal body as the case may be and the decision shall be final and binding upon the Allottee(s).
- 39) The Allottee(s) shall not let, sub-let, transfer or assign or part with possession of the said Flat/Shop without the consent in writing of the Promoters until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid. The Allottee(s) and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all papers and documents, applications and do all acts, deeds and things as the Promoters and/or the co-operative society, association or limited company and/or legal body as the case may require for safeguarding the interest of the Promoters and/or the other Allottee(s) in the said building.
- 40) The Allottee(s) and the person to whom the said Premises is let, Sub-let, transferred, assigned or given possession of, shall observe and perform all the

Bye-laws, rules and regulations which the co-operative society, association or limited company at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said Premises and all the rules and regulations and the bye-laws for the time being of the Corporation or local authority or Government or other public bodies. The Allottee(s) and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulate conditions laid down by such co-operative society, association or limited company or legal body as the case may be regarding the occupation and use of the building and/or the said Premises and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

- 41) *Subject to what is mentioned above, the Promoters will form a co-operative society, association or limited company or legal body after having sold all the Premises to the Allottee(s). All the Allottees shall extend their necessary co-operation in the formation of the co-operative society or association or the limited company. On the co-operative society or association or legal body being registered or limited company being incorporated, the rights of Allottees will be recognized by the said co-operative society or association or limited company or legal body and the rules and regulations framed by them shall be binding on the Allottee(s).*
- 42) *The Promoters' Advocate shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also bye-Laws of the co-operative society or the Memorandum and Articles of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body. His/her/their costs shall be borne and paid by the Allottee(s) proportionately.*
- 43) *In case of any security deposit or any other charges demanded by any Authority for the purpose of giving water, electricity, sewerage, drainage and/or any other appropriate charge in connection to the said building the same shall be payable by all the Allottee(s) in proportionate share and the Allottee(s) agree(s) to pay on demand to the Promoters his/ her/their share of such deposits/charges.*
- 44) *If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the Corporation, Government and/or any other public authority in respect of the said Plot and/or building the same*

shall be the responsibility of the Allottee(s) of the said building and the same shall be borne and paid by all the Allottee(s) in proportionate share.

- 45) The Promoters shall have a right until execution of the Transfer/ Assignment in favour of the proposed co-operative society, association or limited company or legal body to make additions, alterations, amendments, changes, put additional structures, as may be permitted by the Corporation and Other Competent Authorities. Such addition, alterations, structures will be the sole property of the Promoters who will be entitled to dispose off the same in any way they choose and the Allottee(s) hereby consent(s) to the same.
- 46) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottees will not in any manner object to the Promoters selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
- 47) The Allottee(s) shall maintain at his/her/their own cost the said Flat/ Shop agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all the actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- 48) This Agreement shall always be subject to the terms and conditions of Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
- 49) The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges, Cidco Transfer Charges, Cidco Development Charges, that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by the Corporation in favour of the co-operative society, association or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.
- 50) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any

other amount for the purpose of execution of the Deed of Lease by the Promoters in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society, association or limited company or other legal body or if such Deed of Lease has already been executed in favor of the Promoters and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoters in respect of the said Plot and the building constructed/to be constructed thereon in favour of such co-operative society, association or limited company or other legal body, then such premium amount shall be borne and paid by the Allottee(s) proportionately. In order to empower such co-operative society, association or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee(s) hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society, association or limited company or any other legal body his/her/their share of such premium and/or amount payable to the Corporation in proportion to the area of the Flat/Shop in the said building.

- 51) The Allottee(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good repair and condition and in particular so as to support, shelter and protect the parts of the building other than his/her/their own premises.
- 52) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).
- 53) The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Allottee(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Flats/Shops in the said building. The Promoters shall, however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flats/Shops.

- 54) *The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).*
- 55) *The Allottee(s) undertake(s) to pay any increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority.*
- 56) *The Allottee(s) undertake(s) to pay any Deposits, Insurance, Tax, Charges, Levies, Penalties, Cess, GST etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges. The Allottee(s) further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.*
- 57) *It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favor of the Allottee(s) in respect of the said Flat/ Shop, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their rights, titles or interests in the premises, in the building and the said property which comes to the share of the Promoters. The Allottee(s) shall not interfere with the rights of the Promoters by any dispute raised or court injunction and/or under provision of any other applicable law. The Promoters shall always be entitled to sign the undertaking and indemnity on behalf of the Allottee(s) as required by any authority of revenue or central government or any other competent authorities under any law concerning construction of building for implementing their scheme for development of the said property.*
- 58) *The Allottee(s) and the persons to whom the said Flat/Shop is permitted to be transferred with the written consent of the Promoters, shall observe and perform the byelaws and/or the rules and regulations of the co-operative society, association or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the*

building rules and regulations and the byelaws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said Flat/Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/Shop and the said property and shall pay and contribute regularly and punctually towards the rates, cess, taxes and/or expenses and all other outgoings.

- 59) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project **"MEGHNA SEVEN"** and building will be denoted by letters or name **"MEGHNA SEVEN"**, building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.*

FOR MEGHNA BUILDERS

