

Date: 18/10/2022

Deviation Report for Agreement for Sale in respect of Plot No. 17, Sector 7, Airoli.

1. We hereby state that,
 - (i) There is no deviation in Force Majeure clause.
 - (ii) There is no deviation in Extension.
 - (iii) There is no deviation in Carpet Area Variation.
 - (iv) There is no deviation in Defect Liability.
 - (v) There is no clause for obtainment of Blanket Consent.
2. To secure and protect the Promoter from Allottee's default and/or frivolous and/or non-substantial claims / objections, following clauses have been inserted in the Agreement for Sale, the same however, does not in manner contravene the Model Form Agreement.
 - (i) Clause 3.3 : The Allottee hereby agrees and confirms that the open parking spaces in respect of the Project will be handed over by the Promoter directly to the Common Organization to be formed by the flat purchasers of the Project and the Common Organization will allot the parking spaces to the respective allottees as per the terms of its bye-laws. It is clarified that till the handover of the open parking spaces in respect of the Project by the Promoter to the Common Organization, the Allottee and the other flat purchasers in the Project shall as per their mutual decision, be entitled to park his vehicle at any place earmarked for parking of vehicles as per the sanctioned parking plans, without the Promoter being answerable, responsible and/or liable for the same.
 - (ii) Clause 11.6 : The Promoter at its sole discretion shall decide to condone any delay in taking possession of the said Flat in a manner stated herein, provided that the Allottee shall bear and pay to the Promoter holding charges at the rate of Rs.____/- (Rupees _____ only) per square meter per month calculated on the carpet area of the said Flat for the entire period of such delay in taking possession. The Allottee agrees and confirms that the said sum of Rs.____/- (Rupees _____ only) per square meter per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to other amounts payable by the Allottee to the Promoter under this Agreement in addition to other charges/amounts in terms of the provisions of this Agreement.
 - (iii) Clause 12: DEFECT LIABILITY:
 - 12.1 That if within a period of five years from the date of Promoter offering possession of the said Flat as set out in Clause 11.1 hereinabove to the Allottee, the Allottee bring/s to the notice of the Promoter any structural defect in the said Flat or the building in which the said Flat is 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 its own cost and in case it is not possible to rectify such defects, then the Allottee to receive from the Promoter, compensation for such defect in the manner as provided under the RERA;
 - 12.2 That provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Flat of the Project and in specific the structure of the said unit of the Project which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby

agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Flat by the Occupants, vagaries of nature etc.

- 12.3 That it shall be the responsibility of the Allottee to maintain the said Flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the flat are regularly filled with white cement/epoxy to prevent water seepage.
- 12.4 That further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/building, and if the annual maintenance contracts are not done/renewed by the Allottee the Promoter shall not be responsible for any defects occurring due to the same.
- 12.5 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the said Flat and the common amenities wherever applicable.
- 12.6 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the flat/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 12.7 Where there is a dispute as regards any defect in the said Flat / said Building or material used or quality of workmanship or any unauthorized change in the construction or as to whether it is reasonably possible for the Promoter to rectify any such defect or change, or as regards the amount of reasonable compensation payable in respect of any such defect or change which cannot be, or is not, rectified by the Promoter, the matter shall, on payment of such fee as may be prescribed, and within a period of 5 (five) years from the date of Promoter offering possession as set out in Clause 11.1 hereinabove, be referred for decision of the adjudicating officer appointed by the RERA Authority, in the manner stipulated in the RERA Act and Rules framed thereunder.
- 12.8 If after the date on which the Allottee has taken possession of the said Flat, any damage due to interior changes and other wear and tear of whatsoever nature is caused to the said Flat (save and except the defects as mentioned in Clause 12.1 to 12.6 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.
- 12.9 The Allottee agrees and undertakes, that on receipt of possession, the Allottee shall carry out interior work only with the prior written consent of

the Promoter and the Allottee shall give to the Promoter in writing, the details of the nature of interior works to be carried out. It will be in the Promoter's sole discretion to grant such consent and to stipulate the terms/conditions of such consent. The Allottee shall carry out and complete the interior work in the said Flat, 45 (forty-five) days from the date of receipt of possession of the said Flat, by the Allottee in accordance with the rules and regulations as may be laid down by the Promoter/Common Organization, the Corporation and/or concerned authorities and shall not make any changes in the elevation of the building or any part thereof, and shall not carry out such work which may affect or weaken the structure of the building, by the use of heavy material, installing loft water tanks etc., or otherwise. The Allottee shall however, be entitled, to a maximum extension of 15 (fifteen) days for carrying out and completing the interior work to the said Flat, failing which, it shall be mandatory on the part of the Allottee, to again obtain a written permission from the Promoter, for carrying out and/or completing the interior work in the said Flat. The Allottee hereby agrees, acknowledges and confirms that in the event any interior work is carried out by the Allottee in the said Flat which may result in defect liability of the Promoter attributable to factors set out in Clause 12.1 to 12.6 hereinabove, the Allottee in such an event shall not be entitled to claim any rectification or compensation for any defect from the Promoter as stated in Clause 12.1 to 12.6 above. The Promoter will have a right to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is in any manner harmful to the building or to the owners of other flats or to the structure, façade and/or elevation of the building or is any manner inconsistent from the details provided by the Allottee as aforesaid then, the Promoter shall be entitled to stop such interior works forthwith and the Allottee shall not be entitled to dispute or claim any reimbursement from the Promoter for any loss suffered by the Allottee for such stoppage of interior works. While carrying out interior works the Allottee shall ensure that no portion of his floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed to take only a specified load. The Allottee will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to the Promoter and no nuisance or annoyance whatsoever to the other allottees. All costs and consequences in this regard will be to the account of the Allottee. The Allottee will further ensure that the contractors and workers engaged by the Allottee during execution of the interior work do not dump any work material of whatsoever nature either in the toilet, waste water line or soil line which may block the free flow of waste water, thus resulting in perennial chocking and leakage in the said Flat. The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed, enclosed, occupied with goods or damaged at any time during the course of carrying out any works or thereafter.

- (iv) Clause 18.6 : If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 8.5 hereinabove and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs.5,000/-

(Rupees Five Thousand only) plus applicable taxes thereon for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) plus applicable taxes thereon in addition to the rate of interest at Interest Rate for delayed payment. Thereafter, no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

Dated this 18th day of October, 2022

For **M/S. SHREENATHJI ORGANISERS PVT. LTD.**

For SHREENATHJI ORGANISERS PVT. LTD.
 Director

Mr. Nitin Babubhai Gajipara
Director
Date: 18/10/2022