



Simandhar
Homes

Elevating Living Experiences

Office Address: 602, 6th floor, Skyline Status, M. G Road, Ghatkopar (East), Mumbai : 400077.

Site address: Building 49, Yasho Jyoti CHS, Subhash Nagar, Chembur, Mumbai : 400071.

Office no: +91 93215 60511

11th October, 2023

DEVIATION SHEET – AGREEMENT

Sub: Redevelopment of All that piece or parcel of land or ground admeasuring 1619.54 Square Meters including Tit-bit or thereabouts from out land bearing City Survey No. 828 (pt), 828/52 to 828/63 of Revenue Village Chembur Subhash Nagar, Chembur, Mumbai – 400071, along with structure standing thereon namely Building No. 49, Subhash Nagar, Chembur, Mumbai – 400071.

RERA Model Agreement Clause	Deviation
Recital	Recital – Whereas I, Whereas II, Whereas III and Whereas IV
Consideration	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 Wing in the building "49, SIMANDHAR ROYALE" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures "E" for the consideration of Rs. including Rs.

FOR SIMANDHAR HOMES LLP

[Signature]
PARTNER

	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) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Parking bearing Nos ____ situated at _____ stilt and /or Stack/mechanical Parking Tower being constructed in the layout for the consideration of Rs. _____/- 1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-
15 - Separate Account	15- Separate Account 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 towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.”
18 - Binding Effect	Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated

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	by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
27 - Details of the Allottee and the Promoter	That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: _____Name of Allottee _____ (Allottee's Address) Mobile : +91 Notified Email ID: _____ M/S. SIMANDHAR HOMES LLP 206, Swagat Building, Shop No. 6, Ghatkopar (East), Mumbai - 400077. Mobile No. +91 8356981705 Notified Email ID: _____ simandhahomes@gmail.com 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.

FOR SIMANDHAR HOMES LLP

Supriya
PARTNER

28 – Joint Allottees	That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
29 - Miscellaneous	a. Rights of the Promoter: 1. Promoter obligation for obtaining Occupation Certificate (OC)/ Completion Certificate (CC): The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat to the Flat Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat/shop. 2. Hoarding rights: The Flat/shop Allottee/s hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Flat/shop Allottee/s agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the existing Society / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any

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Infachha
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municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).

3. Unsold Apartment(s)/Flat/shop:

- i. All unsold and/or unallotted premises, areas and spaces in the Building including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Flat/shop and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- ii. The Promoter shall without any reference to the Flat/shop Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub- let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different premises in the Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Flat/shop Allottee/s as member/s of the existing society and/or association / apex body / apex bodies. The Flat/shop Allottee/s and / or the association / apex body / apex bodies

FOR SIMANDHAR HOMES LLP

S. Pachar
PARTNER

shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

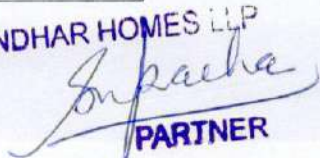
4. Nomination

The Allottee hereby nominates his _____ (herein after referred to as "said Nominee") as his nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

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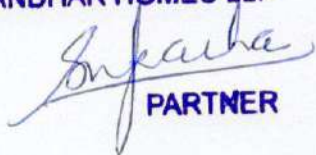
30 - Stamp Duty and Registration	i) The Allottee/s herein categorically accepts and agrees that pursuant to Govt. Notification issued U/No. TPS-1820/AN-27/P.K.80/20/UD-13 dated 14.01.2021, the Promoter has availed benefit of 50% reduction of premium facility (hereinafter to be referred to as said "Incentives") and that benefit of said incentives has/have been passed on to said Allottee/s herein in terms of payment of full applicable stamp duty by the Promoter on this Agreement and the Allottee/s herein is/are not bearing any amount payable towards stamp duty as applicable hereof. The Allottee/s further agrees to sign, execute and register all the Documents, Affidavits, Applications, Certificates or any other subsequent documents, etc. and / or give consent to Promoter to fulfill all other formalities in compliance against the benefit of said incentives, as may be required by the concerned authorities. Further, it is agreed by the allottee/s that in case of any break up given for the Sale Consideration, it shall be only for the purpose of understanding and explanation to the Allottee/s and the Allottee/s shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever explained in the break ups now or in future thereof. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account. ii) The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit
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	prescribed by the Registration Act, 1908 and the Promoter's authorized representative will attend such office and admit execution thereof.
Second Schedule (Description of the Flat)	Flat No._____ Admeasuring _____ sq. mts. equivalent to RERA Carpet Area of _____ Sq. ft. of Area on _____ Floor in _____ Wing in the Building to be known as "49, SIMANDHAR ROYALE" of "Chembur Yasho Jyoti Co-operative Housing Society Limited" situated at Building No. 49, Subhash Nagar, Chembur, Mumbai - 400071.

M/S. SIMANDHAR HOMES LLP

FOR SIMANDHAR HOMES LLP


PARTNER



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“Annexure I”

1. c. The Allottee has paid/agreed to pay to the Promoter the Total aggregate consideration in the following manner (“**Payment Plan**”) plus GST @ 5% of the Total Consideration: -

Particulars	% of Total Price	Amount (Rs.) For Total Consideration	Amount (Rs.) For GST (5%)	Amount (Rs) Inclusive of GST
On Booking	10 %			
On or Before Execution of this Agreement	20 %			
On Completion of Plinth	15 %			
On Completion of 1 st Slab	5%			
On Completion of 3 rd Slab	5%			
On Completion of 6 th Slab	5 %			
On Completion of 9 th Slab	5 %			
On Completion of 12 th Slab	4 %			
On Completion of 15 th Slab	3 %			
On Completion of 17 th Slab	3 %			
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work of the Said Apartment	4 %			

FOR SIMANDHAR HOMES LLP

Srinidhi
PARTNER



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On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies of the Said Apartment	4 %			
On Commencement of Internal Plumbing and External Plaster, Elevation Work	4 %			
On Commencement of Lifts, Electrical Fittings	4 %			
On Commencement of Lifts, Water Pumps, Electrical Fittings, Entrance Lobby, Plinth Protection, Paving	4 %			
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 %			
Total	100 %			

125

FOR SIMANDHAR HOMES LLP

Subhash
PARTNER