

Date :- 14.04.2023

Deviation Report

Document Type: - **Agreement For Sale**

Project Name: - **"VAASTU ANKITA"**

Project Land: - Plot No-12, Sector-15, Dronagiri, Tal. Uran, Dist. Raigad,

Promoter Name :- **VAASTU BUILDERS AND DEVELOPERS**

Please find appended below the list of deviations in the said Agreement For Sale:

A. List of clauses with deviations that have been added / Amended by Promoter in the Model of Agreement for Sale is produced here under and the same is also highlighted in yellow colour in the said Agreement for Sale.

Added

1. Clause No. 4/4/SERIAL No.15 , Portion

External Plumbing, External Plaster, Terraces with water proofing – 5%

Clause No. 4/4/ SERIAL No.16, Portion

Installation of Water Pump Electromechanical Equipment's - 5%

2. Added Clause No. 8.2

In the event the Builder terminates this Agreement in terms of Clause 6.2 on account of failure of the Purchaser/s to rectify the breaches of this Agreement, then the Builder shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Builder to purchase the said Premises under this Agreement as and by way of liquidated damages in addition to receiving interest from the Purchaser/s as stated in the above Clause 6.1

3. Added Clause No.10.

Possession Date -31.03.2024

For VAASTU BUILDERS AND DEVELOPERS



Partner

4. Added 10.2

Procedure for taking possession- The Promoter upon obtaining the occupancy certificate from the competent authority and receiving the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Premises to the Allottee/s in terms of this Agreement to be taken within two months from the date of receipt of such notice and the Promoter shall give possession of the said Premises to the Allottee/s.

The Promoter on his behalf shall offer the possession to the said Allottee/s in writing within two months of receiving the occupancy certificate of the Project.

5. Added Clause No. 11/11.1

Provided that the liability of the Promoter under this Clause shall be payable only if no unauthorized construction has been carried out by the Allottee/s or other purchasers of units in the building and/ or any other default committed by the Allottee/s and/ or other purchasers of units in the building.

6. Added Clause 12.

- 12.2 The location of the Car Parking is subject to final building plan approved by the concerned authorities at the time of granting occupancy certificate and the exact number and possession of the Car Parking shall be allotted at the time of handing possession of the said Premises.
- 12.3 The Allottee/s undertakes and assures not to raise objection in case of change in the present location of the Car Parking provided under this Agreement.
- 12.4 The Allottee/s shall not be allowed to allot/ transfer/let-out the Car Parking to any outsider/visitor.
- 12.5 The Allottee/s shall not park his/its car/vehicle in any space except for his/their/its designated car parking space.

For VAASTU BUILDERS AND DEVELOPERS



Partner

6. Added clause no.21.2

Over and above the consideration and other amounts payable by the Allottee/s, the Allottee/s hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, service charge, ALP, Maveja etc. after the date of this Agreement to the CIDCO/ local authority or to the State/ Central Government or in the event of any other payment for a similar nature becoming payable in respect of the Project and/ or in respect of the said Premises or other units, the same shall be paid by the Promoter, however, the same would be reimbursed by the Allottee/s to the Promoter in proportion of the area of the said Premises to the total area of the said Project.

Added 33

INVESTOR CLAUSE:

The Allottee/s has purchased the said Premises as an Investor. The Allottee/s intends to sell the said Premises within a period of one year from the date of this Agreement. In the event the said Premises is sold within one year then the Allottee/s shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottee/s right as an Investor, the Allottee/s may continue to hold the said Premises like any other Allottee/s if he/they does not sell it within one year.

I say that this disclosure is to the best of my / our knowledge and as per the information available with us as on date.

Authorized Signatory

For VAASTU BUILDERS AND DEVELOPERS



Partner