



M/s. Mehta Builders

ENGINEERS, CONTRACTOR & BUILDER

DATE-06/09/2022

Ref.

Date :06/09/2022 .

DEVIATION REPORT OF DRAFT OF AGREEMENT FOR SALE

Subject: Deviation or Modifications has been made in the proforma of Agreement, of the proposed project '**MEHTA TOWER**' situated at Gat No. 160/11/1/A of Village Jalochi, Taluka Baramati of District Pune.

Sr No.	Points in the Agreement	Contents
1.	1 (a)	The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Plot and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to.
2.	1 (b)	The Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said Plot and/or such other adjoining/ abutting pieces of land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.
3.	1 (c)	The Promoter has also reserved all rights to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights ("TDR") or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the said Plot, as may be permissible for use of maximum potentials under the concerned rules and regulations.
4.	1 (d)	The Promoter has also reserved all its rights either (i) to

Office Address: Plot No. A 39, M.I.D.C Bhigwan Road, Baramati, Pin- 413102 Dist- Pune

Mobile No- 9404684424, E mail ID - ksmehtabmt@yahoo.com

FOR MEHTA BUILDERS

A. Mehta
PARTNER

		develop and/or dispose of by sale or otherwise transfer the apartments and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the said Plot for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.
5.	1 (e)	The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Plot as may be permissible under the concerned regulations.
6.	1 (f)	The Promoter shall be entitled to compensation from the Allottee/ Purchaser in case any obstruction or impediment of any nature raised to or for the development of the said Plot and/or other pieces of land adjoining to the said Plot either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of the Allottee/ Purchaser, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/ Purchaser.
7.	1 (g)	The project on the said Plot being large, There would be development, construction, facilities, site development and other incidental activities continuing on the said Plot till completion of the entire project. The Allottee/ Purchaser hereby agrees not to raise any objection or any claim on the grounds of

FOR MEHTA BUILDERS

Ar. Mehta
PARTNER

		inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Plot.
8.	1 (h)	The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Plot and/or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned any such statute, rule or regulation.
9.	1 (i)	The Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The concerned Apartment Allottee/ purchaser shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment.
10.	2 (1) (c)	In case of default committed by the Allottee/ Purchaser, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law.
11.	2 (7) (f)	The Promoter shall not be liable to pay the maintenance

FOR MEHTA BUILDERS

Ar. Mehta
PARTNER

		charges pertaining to unsold flats in the building/s on the said Property till a period of 3 (Three) year from the date of completion of the construction of the building/s on the said Property or their respective disposal whichever is earlier,
12.	2 (8) (e)	In case any additional amount is found to be required for common maintenance, the Allottee/ Purchaser agrees to contribute thereto, as may be called upon by the Promoter.
13.	2 (10) (j)	The Allottee/ Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
14.	2 (12) (a)	The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Plot, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Plot in favour of such bank/s and/or financial institute and/or person for the loan.
15.	2 (12) (b)	The Allottee/ Purchaser hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
16.	2 (12) (c)	In the event of the Promoter availing such loan, the

FOR MEHTA BUILDERS

AR Mehta
PARTNER

		Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
17.	2 (12) (d)	However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
18.	2 (12) (e)	In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Promoter.
19.	4(c)	Without prejudice to the right of promoter to charge interest, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing 2 (two) defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
20.	4(d)	Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/ Purchaser, by

FOR MEHTA BUILDERS

Atmish
PARTNER