

DEVIATION REPORT

We M/s MARIGOLD CONSTRUCTIONS, a registered Partnership firm, having its office at 211, Avior, Nirmal Galaxy, L.B.S. Marg, Mulund (West), Mumbai – 400080 having Income Tax PAN No. AAMFM8394F, represented through its Partners (1) MR. BHARAT B. PRAJAPATI and (2) MR. SANJAY B. PRAJAPATI, having Rera Registration No. P51800029006; hereby submit Deviation Report, i.e. variation in clauses of RERA Format, as under.

In Recital , Page No. _____ , following additions are incorporated

The Owners/Developers have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project “Marigold Aangan” constructed on all that pieces and parcels of land bearing Survey No.1000, Plots Nos.552 & 552 (Part) corresponding to CTS Nos.795, 795/1 to 9, 796, 796/1 to 9 (all inclusive) admeasuring 1668.10 Sq. Mtrs situated in the Revenue Village of Mulund in the Registration Sub-District of Kurla, District Mumbai Suburban at Sewaram Lalwani Road, Mulund (West), Mumbai 400 080 Project RERA Registration No - P51800029006.

In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 27/10/23 executed between the Owners/Developers as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project “Marigold Aangan” upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 27/10/23 is registered with Office



FOR MARIGOLD CONSTRUCTIONS


PARTNER

of Joint Sub Registrar Kurla under Serial No. KRL-
4/21705/2023

Claues No. 6 amended as under

6. THE Purchaser/s agrees to pay to the Owners/Developers interest at the rate of 12% per annum on all the amounts which become due and payable by the Purchaser(s) to the Owners/Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Owners/Developers.

Clause No.7 , amended as under

7. ON the Purchaser(s) committing default, in payment on due dates of any amount due and payable (including his/her proportionate share of taxes levied by the concerned local authority) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Owners/Developers shall be entitled at their option to terminate this Agreement.

PROVIDED always that the power of termination shall not be exercised by the Owners/Developers unless and until the Owners/Developers shall have given fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which he intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon the termination of this Agreement as aforesaid, the Owners/Developers shall refund to the Purchaser/s the installments of sale price which may till then have been paid by the Purchaser(s) to the Owners/Developers, but the Owners/Developers shall not be liable to pay any interest on such amount. On refund of such amount, the Owners/Developers shall be at liberty to dispose-off and sell the premises to such person and at such price the Owners/Developers may in their absolute discretion think fit.

Clause No.8, amended as under

8. THE Owners/Developers declare that as on this day, they are absolutely seized and possessed of the said Property more particularly described in the FIRST SCHEDULE hereunder written and its title to the said Property is clear marketable and free from encumbrances save and except charge of AU Small Finance Bank as mentioned hereinabove and reasonable doubts. The Owners/Developers have obtained the title certificate of the said property from their Advocate, Copy whereof is hereto annexed and marked as Annexure "A" annexed hereto.

Clause No.9, amended as under

9. THE Owners/Developers hereby declare that that no part of the Floor space index of the said demised piece of land has been utilized by the Owners/Developers elsewhere for any purpose whatsoever. The Owners/Developers shall have the right to make additions and / or alterations and raise or put up additional

structures as may be permitted by the concerned authorities by using permissible basic F.S.I. and FSI by paying premium or FSI in any form including utilization of F.S.I. under T.D.R. Scheme. If any portion of the said Property is acquired or notified to be acquired by the Government or any other public body or authority, the Owners/Developers shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I. and all other benefits which may be permitted in lieu thereof. The Owners/Developers hereby agree that they shall before handing over possession of the premises to the Purchaser(s) make full and true disclosure of the nature of title to the said property as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances save and except of charge or AU Small Finance Bank Limited as mentioned hereinabove.

Clause No.17, amended as under

17.THE Purchasers shall on or before delivery of possession of the said premises keep deposited with the Owners/Developers the following amounts:

- (i) Rs. _____ (Rupees _____ - Only)
towards the cost of 10 shares in the Society and entrance fees thereto,
- (ii) Rs. _____ (Rupees _____ Only)
towards the proportionate share of the Allottee in respect of the said Apartment in the professional fees of the Advocate engaged but excluding the out-of-pocket charges and

expenses for preparing, engrossing, stamping and registering the different documents, declarations, etc. to be executed by the Promoters, the acquirers of apartments in the said building and the proposed Society from time to time and for registration of the Society and transfer of the property to it,

(iii) Rs. _____ (Rupees _____ Only) towards the proportionate contribution of the Allottee for reimbursement of the charges / expenses incurred by the Promoters in respect of the said apartments including on account of deposits paid or payable to the local authority, electric supply agency, gas supply company, etc. on account of deposit for water supply, electricity supply and for amenities and services provided in the said building and also for or on account of water / gas / electricity connection charges,

(iv) Rs. _____ (Rupees _____ Only) being the proportionate share of the Allottee towards the development charges payable on account of the said development,

(v) Rs. _____ (Rupees _____ Only) towards professional fees of the Advocates for preparing engrossing and stamping this Agreement for Sale of the said apartment to him (to be paid to them on execution hereof).

The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the

consideration payable by the Allottee/s / Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated MARIGOLD CONSTRUCTIONS MARIGOLD AANGAN RERA COLLECTION ACCOUNT- 2302253152939355 being opened by the Promoter's with the AU Small Finance Bank Limited.

Clause No.21, amended as under

21.IT IS expressly agreed by and between the Owners/Developers and the Purchaser/s and all persons claiming under them that:

- (a) The Owners/Developers shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, arraigns, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A.R. (F.S.I.) and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the neighboring properties that may have been or that may hereafter be agreed to be developed by the Owners/Developers.
- (b) The Owners/Developers shall have the right to make addition and alterations and raise or put the additional structures, as

may be permitted by the concerned authorities on the terrace of the said property and/or grant right of way from the said property for development of adjoining property. The Purchaser(s) shall not be entitled to claim any rebate and/or concession in the price of her/his Premises on account of additions / alterations made in the building and or right of way, if any granted by the Owners/Developers. The Owners/Developers shall have exclusive rights to stilt portion and they can develop the said stilt portion in future as per municipal council laws and shall be entitled to deal with the same at their own discretion.

Clause No.27 amended as under

27.IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchaser of the terrace Premises and such terrace spaces are intended for the exclusive use of the respective terrace Premises purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Owners/Developers.

Clause No.28 amended as under

28.IT IS specifically clarified that the Owners/Developers shall be entitled to allow or permit the concerned authorities to put cable station, hoardings, machineries etc. in the terrace or in

the premises of the building to carry on telephone, cable or any other lawful activities and Purchaser un-conditionally undertake not to take any objection there for.

Clause No.30 amended as under

30.THE Purchaser/s shall not be entitled to claim partition or any separate legal document in respect of the premises agreed to be acquired by him.



FOR MARIGOLD CONSTRUCTIONS

PARTNER