

Ref.No

Date

Date: 18/11/2022

Deviation Report

Document Type: Agreement for Sale

Project Name: **"JANAKI"**

Project Land: **Final Plot No. 50/24, admeasuring 896 Sq. meters,**
situated at Village: Panvel, Taluka: Panvel, Dist: Raigad.

Promoter Name: **M/S. NEELKANTH ASSOCIATES**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

i. Clause 5 (a) Added portion:

The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-.

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The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____
/-

OR

Purchaser/s has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said premise/s. Purchaser/s undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Purchaser/s.

ii. Clause 6 Added portion:

EARNEST MONEY DEPOSIT	10%	
ON OR BEFORE COMPLETION OF PLINTH	45%	
ON OR BEFORE COMPLETION OF 1 st SLAB	4%	
ON OR BEFORE COMPLETION OF 2 nd SLAB	3%	
ON OR BEFORE COMPLETION OF 3 th SLAB	3%	
ON OR BEFORE COMPLETION OF 4 th SLAB	3%	

Neelkanth Associates

BUILDERS & DEVELOPERS

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ON OR BEFORE COMPLETION OF 5 th SLAB	3%	
ON OR BEFORE COMPLETION OF 6 th SLAB	3%	
ON OR BEFORE COMPLETION OF 7 th SLAB	3%	
ON OR BEFORE COMPLETION OF 8 th SLAB	3%	
Commencement of Brick Work	5%	
Commencement of External Plastering	5%	
Commencement of Internal Plastering	5%	
Commencement of Tiles work	10%	
At the time of Occupancy Certificate	5%	
TOTAL	100%	.

iii. Clause 8 Added portion:

Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as

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may be required under prevail law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

Provided further that at the time of handing over the possession of the Premises/unit, if any such certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall refund by the Promoter on the Purchaser/s producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

iv. Clause 9 Added portion:

Without prejudice to the right of the PROMOTER to charge interest in terms of sub-clause 6 above, on the PURCHASER/S committing default in payment on due date of any amount due and payable by the PURCHASER/S to the PROMOTER under the terms of this AGREEMENT (including his proportionate share of taxes levied by the concerned local authority and other outgoings) and on the PURCHASER/S/ committing three defaults of payment of installments, the PROMOTER shall at his own option, may terminate this AGREEMENT.

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PROVIDED that, the PROMOTER shall give notice of 15 days in writing to the PURCHASER/S, by REGISTERED POST AD at the address provided by the PURCHASER/S and mail at the e-mail address provided by the PURCHASER/S, of his intention to terminate this AGREEMENT and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the AGREEMENT. If the PURCHASER/S fail/s to rectify the breach or breaches mentioned by the PROMOTER within the period of the notice, then at the expiry of such notice period, the agreement shall stand terminate without any further written or and notice to the Purchasers.

PROVIDED FURTHER that upon termination of this AGREEMENT as aforesaid the PROMOTER shall refund to the PURCHASER/S the installments of sale price of the said Premise/s which may till then have been paid by the PURCHASER to the PROMOTER after deducting 10 % from such amount (as and by way of liquidated damages) without any interest thereon and upon termination of this AGREEMENT and refund of aforesaid amount by posting the CHEQUE to the PURCHASER on the address mentioned in **CLAUSE 45** hereunder written by COURIER/ **REGD. POST A.D.**, the PROMOTER shall be at liberty to dispose of and sell the said Premise/s to such person or party and at such price and on such terms and conditions as the

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PROMOTER may in their absolute discretion think fit and the PURCHASER/S shall have no right in the said Premise/s. The PURCHASER/S agree/s that the refund amount will be paid within a period of thirty days of the termination. If the cheque is not deposited by the Purchasers, the Promoter shall have no liability for the same.

However, the rights given under this CLAUSE to the PROMOTER, shall be without prejudice to any other rights, remedies and claims whatsoever available to the PROMOTER against the PURCHASER/S under this AGREEMENT and/or otherwise. The PURCHASER/S agree/s that it shall not be the responsibility of the PROMOTER to refund any and all monies paid as statutory charges, including the STAMP DUTY, REGISTRATION FEE and all incidental charges, M.S.E.D.C.L./WATER CONNECTION DEPOSITS or any other deposits or payments made to the concerned authorities. The PURCHASER/S shall not claim any damages or losses on account of any service charges or interest payments payable to bank or financial institution. The PURCHASER/S shall comply with the necessary writings or documents which shall release his interest in the said Premise/s and return the original/photo copies of the agreement, receipts, allotment letter or any other documents issued by the PROMOTE forth with. Even if the Purchasers fails to return all such documents upon

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termination the Purchasers shall not have any right or the Premises.

v. Clause 11 Added portion:

The car parking area shall not be enclosed from sides under any circumstances.

vi. Clause 12 Added portion:

If Purchaser wishes to make a site visit before possession, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Purchaser or to any of his family members or friends.

vii. Clause 16 Added portion:

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 Premises by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Purchaser to maintain his Premises/unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Premises are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacture warranty as shown by the Promoter to the Purchaser ends before the defects liability period and such warranties are covered under the

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maintenance of the said Premises/unit/building/ phase, and if the annual maintenance contracts are not done/renewed by the Purchaser/s or the organization found the promoter shall not be responsible for ay defects occurring due to the same.

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 equipment's, 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 Premises and the common project amenities wherever applicable.

That the Purchaser/s has been made aware and the Purchaser expressly agrees that he/she/they regular wear and tear of the Premises/unit/ building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Premises/unit/phase and in the

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workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

viii. Clause 20 Added portion:

The Purchaser/s hereby gives his consent and has no objection for the use of the remaining Premises/units wholly or in parts for any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

ix. Clause 32 Added portion:

Any delays in signing and handing over of documents by the Purchaser to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

x. Clause 38 Added portion:

In the event of a CO-OPERATIVE SOCIETY or other organization being formed and registered before the sale and disposal by the PROMOTER of all the Premise/s, the power and the authority of such CO-OPERATIVE SOCIETY or other organization so formed of the purchasers of the Premise/s in the said building, shall be subject to overall authority and control of the PROMOTER in respect of all the

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matters concerning the building and in particular the PROMOTER shall have absolute authority and control as regards the unsold Premise/s and the disposal thereof.

Promoter shall be inducted as a member of said society for unsold Premise/s upon conveyance of said **Project Land** to society.

PROVIDED ALWAYS that the PURCHASER/S hereby agree/s and confirm/s that in the event of the CO-OPERATIVE SOCIETY or other organization being formed earlier than the PROMOTER deal with or dispose of all the Premise/s in the building, then and in that event any allottee/s or purchaser/s of the Premise/s from the PROMOTER, shall be admitted to the membership of such CO-OPERATIVE SOCIETY or other organization on being called upon by the PROMOTER without payment of any premium or any additional charges save and except the share money and the entrance fee and such allottee/s or purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such CO-OPERATIVE SOCIETY.

Promoter shall be entitled to mortgage the unsold Premise/s of the said project with the financial institutions without any separate NOC from society or the members of society.

Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

xi. Clause 39 Added portion:

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It is also understood and agreed by and between the parties hereto that the terrace space in front of or to the rear side or adjacent to the terrace Premises, if any, in the said building shall belong exclusively to the respective purchasers of the terrace Premises and such terrace space is intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed or covered by the terrace flat purchasers till the permission in writing is obtained from the **Panvel Municipal Corporation** or other concerned local authority and the PROMOTER herein.

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on 18/11/2022. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For Promoter,

Neelkanth Associates

Partner

M/S. NEELKANTH ASSOCIATES

Partner/Director