

# **TITIRSHA CO-OPERATIVE HOUSING SOCIETY LTD.**

PLOT NO. 12, TARUN BHARAT SOCIETY, CHAKALA, ANDHERI (EAST), MUMBAI - 400 099.

(Regi. No. BOM / HSG / 4648 of 1975)

Date : 02<sup>nd</sup> November 2022

## **Deviation Report with respect to the Agreement for Sale**

A. Name of the Project – TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED

B. Name of the Promoter – TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED

C. Address of the Project- land situated admeasuring area 450 sq.yards (equivalent to 376.8 sq.mtrs.), situated at Chakala Road, Andheri (East), Mumbai - 400099, bearing Plot No. 12, Survey No. 102, Hissa No. 10 & 15 (parts), bearing C.T.S. No. 146/61 of Village – Chakala, Taluka – Andheri

Deviation Report –

We have added some points for better understanding – Which are as follows-

A. The Allottee/s /Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquires thereon and is satisfied with respect to the same and the Allottee/s /Purchaser/s hereby undertake/s not to raise any objection and /or make any requisitions with respect to the title of the Promoter to develop the said Property.

B. The Allottee/s/Purchaser/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the SOCIETY/PROMOTER for allotment of Apartment No.\_\_\_\_, on the \_\_\_\_ Floor, situated in the proposed building known as “SHREE” to be constructed on the said Project Land;

C. It is specifically understood, accepted and consented by the Allottee/s/Purchaser/s that the Brochures, Advertising and Marketing material published by the Promoter from time to time in respect of the Real Estate Project is just and advertisement/marketing material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the Promoter to the Allottee. The Brocher/Master plan/Building Plan is the tentative projection. There will be variations depending on the practical and technical problems or if so desired by the promoter and therefore the project shall not be the same as in the brochure/masterplan/building plan. The Promoter shall not be liable for such variations nor shall the Allottee question the same. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. This Agreement may only be amended through written consent of the Parties.

In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct Tax Deducted at Source ("TDS") of 1% (being the present prevailing rate) of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within Fifteen (15) days from the due date of furnishing challan obtain and furnish the required Certificate in the prescribed Form 16B or any other Form as prescribed by the Income Tax Act 1961 to the Society/Promoters. The Credit for the TDS amount deposited by the Allottee/s/ Purchaser/s will be given to the Allottee only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Society/Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Sellers/ Promoters such omission on the part of unit Purchase shall be constructed as breach of this agreement.

(f) The Society/Promoter informs to the Purchaser that the above consideration mentioned in para 4(a) doesn't includes Land Under Construction (LUC) charges and Allottee/Purchaser herein undertakes to pay to the Society/Promoter, on or before the date of offer of possession, the (LUC) charges for the period of start of construction till the date of offer of possession. The Allottee/Purchaser apart from total consideration amount the Allottee/Purchaser shall pay LUC charges as and when bills issued by Authority on proportionate basis. The Allottee/Purchaser agrees and confirms that if the

amount of LUC charges increases more than what is mentioned herein then the same shall be paid before taking possession of the flat by the Allottee/Purchaser.

(h) The Allottee/Purchaser authorizes the Society/Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Society/Promoter may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Society/Promoter to adjust his/her/their payment in any manner.

5(a) The Society/Promoter 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 Apartment to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5(c) Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

a) The Purchaser shall cease to have any right or interest in the said Apartment/Flat or any part thereof;

b) The Society/Promoter shall be entitled to sell the said Apartment/Flat at such price and on the terms and conditions to such other person or party as the Society/Promoter may in their absolute discretion deem fit;

c) The Society/Promoter shall refund to the Purchaser the amount till then paid by the Purchaser to the Society/Promoter towards purchase price after deducting therefrom: 10% of the purchase price of the said Apartment/Flat (which will stand forfeited by the Society/Promoter as liquidated damages) and shall be entitled to deduct following amounts:-

i. Deduct GST and/or any other indirect taxes / amount due and payable by the Purchaser/s and/or paid by the Society/Promoter in respect of the said Apartment/Flat;

ii. The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Apartment/Flat upto the date of termination of this Agreement;

iii. The amount of interest payable by the Purchaser/s to the Society/Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

iv. In the event of the said resale price of the said Apartment/Flat being less than the purchase price mentioned herein, the amount of such deficit.

v. Amount of Brokerage paid on this transaction by the Society/Promoter

vi. If the Purchaser had opted for subvention scheme, the total amount PRE-EMI interest paid and/or payable by the Society/Promoter to the lending Bank/Financial Institution.

vii. If the Purchaser has availed loans (including subvention scheme), then all amounts disbursed by the lending Bank/Financial Institution to the Society/Promoter, which shall be refunded by the Society/Promoter to such lending Bank/Financial Institution or as deem fit to the Society/Promoter.

viii. It is further clarified that any profit arising from sale of the said Premises to the new Purchaser shall be of the Builder and purchaser shall have no claim against the same.

d) The amount of earnest money received from the Purchaser after deducting the amounts as set out in (i) to (vii) above is hereinafter referred to as “Refund Amount”.

e) The Purchaser shall within 15 days from the date of receipt of confirmation of termination/cancellation request from the Society/Promoter shall execute Deed of Cancellation of Agreement of Sale and register the same by attending to the office of Sub registrar of Assurance to admit execution thereof. The Purchaser hereby further agrees that incase Purchaser will not available or any dispute arises or any other reason he/she/they unable to attend the office of Sub registrar of Assurance to admit execution of Deed of Cancellation within stipulate time period then Purchaser hereby authorize Society/Promoter to execute the said Deed of Cancellation unilaterally and he/she/they shall not raise any objection for the same.

5(d) If the Purchaser does any act, deed or thing or cause to be done by any party known to him/her/they or behave inappropriately or correspond or communicate in any manner affect or prejudice or defame the Building/Project/Larger Property or the Society/Promoter or it's representatives. In the event Society/Promoter shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement.

5(e) In the event of the construction of the wing or floor of the building in which the flat is located has been stopped for a period of more than one year due to applicable law, the Society/Promoter shall have the option to terminate this Agreement.

7.a) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lift with particular brand, or price range (if underhanded) to be provide by the Society/Promoter in the said building and the Apartment. The Society/Promoter has obtained various NOC's for internal and external development from various authorities.

b) It is made clear by the Society/Promoter that the quality, color, shape, make and design of the materials used for providing amenities in the apartment/wing/ Flat/Unit may be differ from wing to wing and/or building to building in the said building and it is not binding on the Society/Promoter to use the same quality, color, shape, make and design of the materials in the entire housing project.

c) The Allottee/Purchaser agrees and acknowledges that the sample flat constructed by the Society/Promoter and all furniture, items, electronic goods, amenities etc., provided thereon are only for the purpose of show casing the Apartment/Flat/Unit and the Society/Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc., as displayed in the said sample Flat/Unit, other than as expressly agreed by the Society/Promoter under this Agreement.

10. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s/Purchaser/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

13. The Purchaser undertakes to pay a sum of Rs.33,600/- (₹ Thirty Three Thousand and Six Hundred Only) as an advance for 6 months towards maintenance charges from the month Builders start giving possession of flats in the said Project irrespective of the Purchaser taking possession then or later. If there is any increase in the taxes or any charges levied by the government then the same shall be paid by the purchaser over and above the advance maintenance. Such charges are additional and over and above the total cost of the said flat as mentioned above. Also, the Purchaser shall be liable to pay GST on such maintenance charges.

20. The Society/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee / Purchaser created herein, may prejudicially be affected;

21. The Society/Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Apartment/ which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

21. The Society/Promoter confirms that the Society/Promoter is not restricted in any manner whatsoever from selling the said Apartment/ to the Allottee / Purchaser in the manner contemplated in this Agreement;

22. So long as the area of the said Apartment/Flat (agreed to be acquired by the Allottee / Purchasers from the Builder) is not altered and the amenities set out hereto are not altered, the Builder shall be at liberty (and is hereby permitted) to make variations in the layout elevation of the property and/or vary the location of the access of the said building/s, as the exigencies of the situation and the circumstances of the case may require. The Allottee / Purchasers expressly hereby consents to all such variations.

23. The Society/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the registration of the Society or Association or Limited Company;

24. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Society/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

25. The Allottee / Purchasers/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Society/Promoter as follows:-

i) To maintain the Apartment at the Allottee / Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee / Purchaser in this behalf, the Allottee / Purchaser shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Society/Promoter to the Allottee / Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee / Purchaser committing any act in contravention of the above provision, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parda or other structural members in the Apartment without prior written permission of the Society/Promoter and/or the Society or the Limited Company. In case the Allottee / Purchaser doesn't follow the rule then the Allottee / Purchaser shall alone be liable for any cost and expenses for repairing the same and Society/Promoter shall not be liable for any defect liability.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. The Allottee / Purchaser shall separate dry and wet garbage generated from household and after formation of the society building the same wet and dry garbage system shall be maintained in the society.

vii) The Allottee / Purchaser shall cooperate with the members of the society for the parking space in the mechanical and the stacked parking and the Society/Promoter shall not be liable for any issue regarding parking space once the society is formed. The promoter hereby agrees and confirm that he/she shall not hold M.C.G.M / Society/Promoter liable or make complaint to M.C.G.M. for failure of mechanical parking system/car lift in future and nor for inadequate maneuvering space of car parking

viii) Pay to the Society/Promoter within fifteen days of demand by the Society/Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix) To bear and pay increase in local taxes, water charges, insurance and such other levels, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee / Purchaser for any purposes other than for the purpose for which it is sold.

x) The Allottee / Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until

all the dues payable by the Allottee / Purchaser to the Society/Promoter under this Agreement are fully paid up.

xi) The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / Purchaser shall also observe and perform all stipulations and conditions laid down by the Society or the Limited Company or Apex Body or Federation regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii) Till the conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the shall permit the Society/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii) The Purchaser shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Society/Promoter for effectually carrying out intention of the parties including to enable the Society/Promoter to complete the project as contemplated under these presents.

xiv) The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Society/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Society/Promoter accepts no responsibility / liability in this regard. The Purchaser shall keep the Society/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Society/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Society/Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third



party shall not have any right in the application / allotment of the said Unit applied for herein in any way and the Society/Promoter shall be issuing the payment receipts in favour of the Purchaser only

26. The Society/Promoter shall maintain a separate account in respect of sums received by the Society/Promoter from the Allottee / Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and building or any part thereof. The Allottee / Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, benefits of future FSI claimed in clause 19(v) will remain the property of the Society/Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned. The Allottee / Purchaser has knowledge that the said building in which flat is constructed has deficient open space and hereby agrees and confirms that they shall not held M.C.G.M / Society/Promoter liable for the same in future and nor they will object for neighborhood development with deficient open space in future.

For Titirsha Co-op. Hsg. Society Ltd.  
  
Secretary

**TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED**