



Gaurav Enterprises

Deviation Report with respect to Agreement for sale

Date 05/10/2024

The promoters have made following deviations into the proforma of Agreement for sale

Addition

Clause No. 1.e

The Allottee(s) hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Allottee(s) shall deposit with the concerned authorities under Income Tax Department, the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Allottee(s) shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Allottee(s) that the Allottee(s) shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Allottee(s). In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Allottee(s) shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

Clause No. 2.3

Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Allottee under these presents to the Promoters shall be the essence of this contract. Both the



9920158000



gauraventerprises3536@gmail.com

**Mahadev Heights, Shop No.15/16, Plot No.42/6 At Post - Koyanavale,
Taloja Phase-2, Near Arihant Anaika, Tal- Panvel, Dist - Raigad-410208.**



Promoters and the Allottee/s has / have mutually agreed that the Allottee/s shall be liable and responsible to pay all the installments payable for the purchase of the said apartment and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. In case if the Allottee/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Allottee/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement.

Clause No. 3.1 to 3.5

3.1 The Promoter hereby declares that it has not consumed/used entire potential FSI of the said plot. Promoters have proposed to utilized the remaining FSI in future.

3.2 The Promoters shall be entitled to consume the entire F.S.I / TDR / Additional FSI as may be available in respect of the said plot or any part thereof by making constructing on the said plot in accordance with the Act and Rules.

3.3 The Promoters shall, after consuming such balance and/or additional FSI, TDR or any incremental FSI/ building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may deem fit and proper.

3.4 The Promoters right to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Lease Deed / Deed of Assignment reserving with themselves all such rights in the said



For

plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society that shall be formed.

Proviso to clause No. 4.2

Provided further that, upon termination of this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct the interest accrued on the defaulted payments and refund the balance amount (if any) to the Allottee/s. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Allottee/s shall not be refunded by the Promoters. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

Clause No. 4.3

Cancellation by Allottee(s): The Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit 20% of the total consideration for the allotment. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial



Handwritten signature

Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Allottee(s) shall be returned by the Promoters to the Allottee(s) within 45 days of such cancellation without any interest. In this case, the Allottee(s) will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper.

Clause No. 6

Force majeure under Section 6 of Act and Rule 6 (a) of the Regulations which provisions are reproduced herein below for ready reference.

Section 6 "Explanation, - For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project,"

Rule 6 (a) "Upon the registration number in Form "C". The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc.

Clause No. 7.5 to 7.8

7.5 The aforesaid warranty given by the promoter is applicable only if after occupying the apartment the allottee shall maintain the apartment in the same condition as it was handed over to him by the promoter. In case the allottee makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling



Signature

or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and / or society or association / company. Further, in the following cases where the allottee (i) installs air – conditioners on the external walls haphazardly which may destabilize the structure (ii) allottee and / or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the allottee shall not be entitled to invoke the aforesaid warranty given by the promoter.

7.6 The Allottee/s is /are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Allottee/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Allottee/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

7.7 Similarly, if as a result of any addition, alteration or changes carried out by the Allottee to his/ her/ premises, if CIDCO Ltd or any other Authority adopts any action either against the Promoters or the said Building/ Project, then the Allottee/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Allottee/s including that of termination of this Agreement and /or recovery of compensation as the Promoters may be



Signature

entitled under the Act and Rules

7.8 Till the Lease Deed / Deed of Assignment of the said plot along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI / Development potential of the said Plot, the Allottee/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.

Clause no. 9.3

The Allottee/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

Clause No. 12

It is also agreed and understood that the Promoter shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actual for Apartment lying vacant & unsold Apartment in the said Building. However, the promoter shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts



John

including charges for running the lifts, car parking, non-occupancy charges or any other charges. However if the promoter gives the apartment on lease he shall pay all the proportionate charges as paid by all other apartment allottees.

Clause No. 18

RESTRICTIONS ON TRANSFER: The Allottee/s of the said Apartment will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Allottee /s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Allottee /s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/ have obtained the Promoter's consent in writing to the same. So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Allottee/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign or part with the possession of the said premises or any part thereof

Deletions

Proviso to clause No. 4.2

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.



File