



NEELKANTH
I N F R A T E C H

Date-29/08/2023

Deviation Sheet for Agreement for Sale

The following clauses have been added / modified in the Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1)). The clauses are numbered as mentioned in the Agreement for Sale:

Deviated and Additional Clause	Reason for Deviation and Additional clause	Page no.
1.b. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee ___ covered parking in the Project and undertakes not to demand any additional parking space in the Project.	Since limited parking are sanctioned, the Promoter has restricted the allocation accordingly on first come first basis.	7
1.b. (ii) Allottees undertakes, assures and guarantees not to claim any parking space in said Project in future, nor raise any objection to use of parking by other Allottees.		
1.c. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.	Addition as per prevailing law	7

For NEELKANTH INFRA TECH

Partner

1.d. The said Consideration is inclusive of (i) formation and registration charges of the association of unit purchasers in the Project i.e., Common Organization, (ii) share money, application entrance fee of the Common Organization, (iii) proportionate share of taxes and other charges/levies in respect of the Common Organization, (iv) deposit towards provisional monthly contribution towards outgoings of Common Organization from flat purchaser, (v) deposit towards Water, Electric, and other utility and services connection charges; & (vi) all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Common Organization and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the lease deed.	Added the since Consideration is inclusive of said charges.	7
1.g. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 14 days upon receiving a notice of demand (demand letter) from Promoter.	Addition as per prevailing law	9

For NEELKANTH INFRA TECH

Partner

1.i. The Allottee shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.	Added to ensure compliance by an allottee(s).	9
1.j. Upon an installment and/or balance payment payable by the Allottee to the Promoter becoming due, the Promoter shall issue a notice of demand cum invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.	Added to remove ambiguity, as not in RERA draft	9
1.k. The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.	Added to remove ambiguity, as not in RERA draft	9
1.l. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation	Deviation proviso added to limit the period for claiming difference amount for Promoter and Allottee as the same is not in RERA draft.	9-10

For NEELKANTH INFRA TECH


 Partner

by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. <i>Provided either of parties intimate other party about deviation in area and demands for difference amount within 45 days of the Promoter issuing 'possession letter' to the Allottee.</i>		
4.1. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.	Deviation Proviso added Allottee will not be entitled for delayed compensation, if Allottee grants consent for project extension.	11

For NEELKANTH INFRA TECH


Partner

<i>Provided that, if the Allottee has granted consent for extension of the Project on account of delay in completing the construction of the said Project and/or on obtaining occupancy certificate, then the Promoter shall not be liable to interest as per clause 4.1. hereinabove.</i>		
4.3. In case of termination of this Agreement, the Promoter may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre- determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days from the date of registration of 'Cancellation Deed'. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. If the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion	Added to remove ambiguity and o cover legal consequence of termination as same not in RERA draft	11 -12

For NEELKANTH INFRA TECH

Partner

of such dispute.

4.4. If the Allottee herein, decides to terminate this Agreement/transaction in respect of the said Flat due to any reason other than attributable to the Promoter, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with any other prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration less 10% i.e., predetermined damages.

4.5. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Flat, shall stand automatically canceled and neither Party shall have no right, title, interest or claim against each other except as provided hereinafter.

For NEELKANTH INFRA TECH



Partner

7.3. Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per this agreement, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails or commits delay in taking possession of said Flat within the time provided in this agreement, such Allottee shall continue to be liable for payment of maintenance charges as applicable, <i>property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.</i>	Added to last three lines added "<i>property tax, electricity charges and any other expenses</i>" for statutory obligations of Allottee.	13
7.4. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. <i>This warranty is applicable only if after occupying the unit the Allottee maintains</i>	Proviso has been added to the defect liability clause that, if Allottees cause damage to unit or project then warranty will be lapsed.	13-14

For NEELKANTH INFRA TECH

Partner

<i>the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work including water proofing, work done in flat while changing titles or any other 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 association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee loads heavy luggage in the lift (iii) Damage any portion of the neighbor's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.</i>		
9. The Allottee along with other allottees of units in the Project shall join in forming and registering the	Added last six lines added "If permitted by	14

For NEELKANTH INFRA TECH

Partner

Society or Association or a Limited Company (the "Common Organization") to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Common Organization for becoming a member, including the bye-laws of the proposed Common Organization and duly fill, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Common Organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association, as may be required by the Registrar of such Common Organization, as the case may be, or any other competent authority. <i>If permitted by the competent authorities, the Promoter is desirous of forming separate Society for (i) free sale flat purchasers and (ii) EWS Unit allottees, Shop Purchasers and form association of these societies to whom said Plot will be conveyed.</i>	competent authorities,will be conveyed" since project includes EWS units to be allotted as per lottery by MHADA.	
10.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of	Added Project specific clause as for collecting maintenance. As same will not be available for EWS flats, Shop and	15

outgoings in respect of the Plot and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and Project. Until the Common Organization is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ____/- (Rupees ____ Only) per month towards the outgoings for Three months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / lease of the structure of the Project building or wing is executed in favour of the Common Organization as aforesaid. On such 'Conveyance /Lease Deed' being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Common Organization, as the case may be. <i>That since, the amenities described in the THIRD SCHEDULE will not be available for use of EWS flat, Shop purchasers in the Project the said Common Organization shall accordingly charge less</i>	commercial unit purchasers.
---	--

For NEELKANTH INFRA TECH


 Partner

<i>maintenance charges to them, only two different societies are not formed as described in clause 9 hereinabove.</i>		
10.3. The Allottee shall pay to the Promoter advance maintenance /deposit of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Project (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until hand over of Project and common area in Project in favor of the Common Organization, until formation and handover of building to Common Organization subject to a minimum period of Twelve months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a handover of buildings / Project to Society. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to hold possession of the said Flat and levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.	Added to ensure the compliance by an Allottee.	15-16

For NEELKANTH INFRA TECH


 Partner

10.4. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Flat purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.	Added to remove ambiguity as the RERA draft did not have the said clause.	16
10.5. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Flat bears to the total carpet area of all Flats in the said Land.	Added to remove ambiguity as the RERA draft did not have the said clause.	16
10.6. The Allottees hereby undertakes pay deposit amount of Rs.1,00,000/- in favour Society of association unit purchasers in the Project on receipt of occupancy certificate for the said Project and before taking possession of said Flat. The said amount of Rs.1,00,000/- shall be kept in fixed deposit by the association of unit purchasers. This amount of Rs.1,00,000/- is over and above the advance maintenance charges. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Society before handover of said Project/ building.	Added to ensure the compliance by an Allottee.	16
Deleted clause with receipt to collection of Society formation, Electric, Water connection deposit, etc. and legal charges as same are included in Consideration and incorporated in clause 1.d.		

For NEELKANTH INFRA TECH

Partner

12.3. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Flat.	Added to ensure the compliance by an Allottee.	17
12.9. The 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 <i>till receipt of occupancy certificate for the said Project.</i>	Added "till receipt of occupancy certificate for the said Project" to remove ambiguity, as not in RERA draft	17-18
12.11. The Promoter herein has decided to have the name of the Project "Neelkanth Palm President" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the Promoter at the gate and/or on the	Added to remove ambiguity, as not in RERA draft.	18

For NEELKANTH INFRA TECH


 Partner

plot and/or on the Project.		
12.12. That the EWS Flats from First to Fifth Floor in the Building B of the said Project will have entry and exit from the gate adjoining to Building B. While, the free sale flats in the said Project will have access for entry from adjoining to Building A and for exit from gate adjoining to Building B. However, both the gates can be used only for the limited purpose of maintaining the said Project or any part of it.	Added to disclose the entry/exit gates.	18
13.12. That since, the amenities described in the THIRD SCHEDULE will not be available for use of EWS flat, Shop purchasers in the project, the Allottee shall not raise any objection in the Common Organization and or before any authority for charging less maintenance charges from them, only two different societies are not formed as described in clause 10 hereinabove.	Added project specific clause about use of project amenities.	20
13.13. The Allottees are aware and has no objection in the Promoter using the Project wall installing LED display and hoarding on terrace of the Project for advertisement and Promoter retaining the same. The Promoter and its employees, agencies shall have access to the said Project for maintaining and using said LED and hoarding even after conveyance/lease of said Plot to the Common Organization. The Allottees hereby grants their consent to the Promoter for installing LED and hoarding in the Project and no separate consent	Added to remove ambiguity as the RERA draft did not have the said clause.	20

of Allottees shall be required hereafter for the same.		
13.14. The Allottee has requested to the Promoter to allot bare shell flat with the electric, water and drainage connection. Accordingly, at the request of the Allottee the Promoter has agreed to allot said Flat without any internal amenities.	Added to avoid ambiguity as the same is not in RERA draft.	20
13.15. The Promoter and/or its agent shall at all times be allowed to enter the said building/Project and the Plot to show the unsold shops and flats in the said building / Project to potential buyers until such time all Flats are sold.	Added to remove ambiguity as the RERA draft did not have the said clause.	21
13.16. That the Allottee shall indemnify and keep indemnified, defended and hold harmless, the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.	Addition as per prevailing law	21
13.17. That at the request of the Allottee the Promoter has ___ no. of parking space to the Promoter and the Allottee hereby undertakes not to demand from the Promoter and/or make any claim on the unsold parking in the Project.	Added to remove ambiguity as the same is not in RERA draft	21
13.18. That the Promoter has informed to the Allottee that, it proposes to construct service quarters in the Project authorities subject to	Added project specific clause remove ambiguity as the same is not in RERA	21

same being sanctioned and approved by the competent authorities. That, such sanctioned service quarters will be allotted/sold on first come first basis. The Allottee hereby declares and assures that it shall not demand and/or raise any objection if Promoter allots the said service quarters to any flat buyer.	draft	
14. (ii) The Allottee/s shall make all payments of the Total Consideration to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of " " A/c No. _____, IFSC NO - _____ with _____ Bank, Branch _____, Navi Mumbai. In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of " _____ " A/c No. _____, IFSC NO - _____ with _____ Bank, Branch _____, Navi Mumbai. In case of change of bank account number as mentioned above, the Allottee/s shall make payment as conveyed by Promoters in writing to the Allottee/s.	Added to remove ambiguity, as not in RERA draft	21

For NEELKANTH INFRA TECH

Partner

16. <i>The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter.</i> After the Promoter executes this agreement, the Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.	Added to remove ambiguity, as not in RERA draft	22
26. (iii) Upon handing over of the possession of the Flat to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.	Added to remove ambiguity, as not in RERA draft	24
29. INVESTOR CLAUSE		
In the event, Allottee has purchased the said Flat as an Investor and intends to sell the said Flat within a period of 3 years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within 3 years.	Addition as per prevailing law	25

For NEELKANTH INFRA TECH

Partner

31. WAIVER NOT A LIMITATION TO ENFORCE		
i. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. ii. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.	Added to remove ambiguity, as not in RERA draft	25

Date: 29/08/2023

Place: Ghansoli, Navi Mumbai.

M/S. Neelkanth Infratech

Through its Partner

Shri Kanji Ranchhod Dubariya

For NEELKANTH INFRATECH


Partner