



SWAROOP CONSTRUCTIONS PVT. LTD.

Builders & Developers

7/A, Raj Niketan Building, Ground Floor, Opp. Patkar College, S.V. Road, Goregaon (West), Mumbai - 400 062.
Tel.: 022 - 40613819 ; 022 - 40163643 ; 022 - 40164961 ; 022 - 40169818

Ref. No.: _____

Date: _____

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

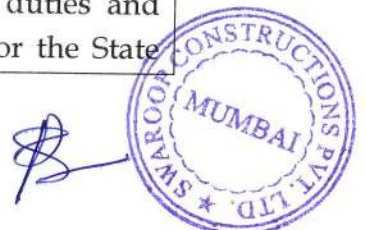
Date: - 31/03/2025

Subject: - Deviation Report on Agreement for sale the project named SWAROOP GRANDEUR

Located at: CTS NO. 831/3, OF VILLAGE AMBIVALI, TALUKA ANDHERI, AT RATAN NAGAR LANE, FOUR BUNGLOWS, ANDHERI (WEST) 400053

Deviation Clause

Clause no as per our draft	Actual clause
1	RECITALS The aforesaid recitals shall form an integral and operative part of this Agreement. The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.
2	It is further clarified that, all such taxes, levies, duties, cesses (<i>whether applicable/payable now or become applicable/payable in future</i>) including Goods & Services Tax ("GST") and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State





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	Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
3	The Purchaser/s shall deduct tax at source ("TDS") from each instalment of the Consideration as required under the Income-tax Act, 1961. The Purchaser/s shall hand over the TDS Challan payment to the Promoter, within 7 (seven) days from the payment of such instalment of the Consideration. The Purchaser/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Purchaser/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Purchaser/s, without any delay or demur In case if the Purchaser/s is/are Non-Resident/s of India, then the Purchaser/s shall be liable to pay the TDS as applicable thereto and shall be liable to follow the specified rules and regulations issued by the income tax department and/or any other concerned authorities, as applicable The Purchaser/s hereby undertakes to pay the amount of the GST along with each instalment to the Promoter. The Promoter shall not be bound to accept the payment of any instalments unless the same is paid along with the amount of the GST applicable thereon and the Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof.





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The Purchaser/s has/have paid on or before execution of this agreement a sum of INR _____ (Indian Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of INR _____ (Indian Rupees _____ Only), and shall be deposited in RERA Designated Collection Bank Account of the Promoter, _____ Bank, _____ Branch, having IFSC Code _____, situated at _____. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having the following account numbers being Account No. _____ and _____. The Purchaser/s hereby agree/s to pay to the Promoter the said balance amount in the following manner:

- i. Amount of INR _____ (Indian Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of this Agreement;
- ii. Amount of INR _____ (Indian Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the New Building/s in which the said Flat/Unit is located;

Amount of INR _____ (Indian Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the New Building/s or wing in which the said Flat/Unit is located.

- i. Amount of INR _____ (Indian Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Flat;
- ii. Amount of INR _____ (Indian Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Flat;
- iii. Amount of INR _____ (Indian Rupees _____





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Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building/s in which the said Flat/Unit is located;

- iv. Amount of INR _____ (Indian Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the New Building/s or wing in which the Flat/Unit is located.
- v. Balance Amount of INR _____ (Indian Rupees _____ Only) against and at the time of handing over of the possession of the Flat/Unit to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

In case the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein in Clause 3.5. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed herein in Clause 3.5, then the Purchaser/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed herein in Clause 3.5, otherwise, the same shall be construed as a default on the part of the Purchaser/s and the Promoter shall be entitled to exercise the provisions of Clause 6 herein below. The Purchaser/s further agree(s) and confirm(s) that in the event the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 herein below, the Purchaser/s shall give his/her/their/its consent to such bank/financial institution to make/release





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the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule set out in Clause 3.5, upon receiving the demand letter/notice from the Promoter addressed to the Purchaser/s and to the bank/financial institution, under intimation to the Purchaser/s.

4 For payment of installments of the Consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Purchaser/s shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Purchaser/s for availing any such loan and for creation of any such mortgage/charge, in the event the Purchaser/s has/have defaulted in making payment of the Consideration and/or other amounts payable by the Purchaser/s under this Agreement.

All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Purchaser/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and





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	shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Purchaser/s under this Agreement and in terms of Clause 14.5 herein below, and shall also observe and be compliant with the terms of Clause 3.15 of this Agreement.
5	It is agreed that any communication in writing by the Promoter to the Purchaser/s for inspection of the said Premises by the Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 (seven) days of such notice, the Purchaser/s shall pay to the Promoter the requisite installment of the Consideration.
7	COMPLIANCE The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by MCGM/BMC, or any other concerned authorities at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Purchaser/s, obtain from the MCGM/BMC and/or concerned authorities occupancy certificate ("OC") in respect thereof. The Promoter shall construct the New Building/s in accordance with the plans, designs and specifications approved by the MCGM/BMC and which has been seen and approved by the Purchaser/s. The Purchaser/s agree/s that the Promoter are/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Promoter thinks appropriate or as may be required by MCGM/BMC which does not affect the area of the Premises, provided that the Promoter shall obtain a prior written consent of the Purchaser/s in respect of any variation or modifications which may adversely affect the Flat/Unit allotted to the Purchaser/s.
9	The Purchaser/s has/ have made enquiries and is/ are satisfied that the title of the Promoter to the Project Land is marketable and free from encumbrances and that the Promoter has the authority to develop the same.





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	The Purchaser/s has/ have inspected the title certificate issued by the Advocate of the Promoter. The Purchaser/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto. The Purchaser/s is/are satisfied that the Promoter has obtained the necessary permissions, approvals required for development of the said Project Land and pursuant thereto, the Promoter herein is entitled to develop the Project Land.
11	The Purchaser/s hereby agree(s), accept(s) and confirm(s) that the Promoter are entitled to the rights and entitlements in this Agreement including as stated in this Clause 11 that: The Project Land are being developed by constructing and developing buildings/towers/wings/structures for residential/ non-residential users as may be permissible. The Promoter shall be entitled to develop the Project Land as the Promoter deem fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/s has/have agreed to purchase the Premises based on the unfettered rights of the Promoter in this regard. The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Project Land and/or adjoining properties (including by way of FSI and Transfer of Development Rights ("TDR") nomenclatured in any manner including extra / further/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Project Land or any part thereof and adjoining properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself and may be utilised by the Promoter as the Promoter deem fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility(ies) and all other areas, etc. The Purchaser/s will not have any right, title, interest, etc. in





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respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Purchaser/s has/have agreed to purchase the Premises based on the unfettered rights of the Promoter in this regard.

The Promoter has informed the Purchaser/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the Project Land. The Promoter has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with other purchaser/s of flats/units/premises in the Project, and the Purchaser/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchaser/s of flats/units/premises in the Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the purchaser/s of flats/units/premises in the Project shall object to the Promoter laying through or under or over the land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Project Land.

The overall development of the Project Land being dynamic in nature, may warrant changing or shifting the place/location on which common amenities are provided. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Purchaser/s agree(s) and accept(s) that the common areas and facilities as well as the amenities may not be provided simultaneously/contemporaneously with offering of possession of the Premises and might be provided only subsequently.

The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Project, and/or the Project Land or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole





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discretion deem fit.

Until handover of the New Building to the Society, the Promoter shall always be entitled to put a hoarding on any part of the Project or the Project Land including on the terrace and/or on the parapet wall and/or on the Project Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Project or on the Project Land as the case may be. Until such handover to the Society, the Promoter shall be entitled to use and allow third parties to use any part of the Project and/or the Project Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

In the event any flats/premises/spaces/areas in the Project are unsold/unallotted/unassigned after the receipt of the OC, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove, subject to the terms of the Development Agreement.

The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project. The Purchaser/s is/are aware that the main water/drainage pipes of the Project may pass through certain areas within the said Premises. The Purchaser/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

