



Date: 06/03/2025

Deviation Report

Document Type: Agreement for Sale

Project Name: **"GAMI AVANT"**

Project Land: **Plot No. 3/1**, area admeasuring about **3874.69** sq. mtrs., lying, being and situated at **Sector No. 18**, Village/Mouje: Vashi, Navi Mumbai, Taluka and District: Thane.

Promoter Name: **M/s. LAL GEBI INFRA PRIVATE LIMITED**

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 1 – added portion:

both consisting of Ground Floor + 23 Upper Floors

In the event of any alteration or change in plan the Allottee will revert with their objection in writing with their reasons within 07 days of receipt of intimation from the Promoter failing which it will be presumed that the Allottees has no objection.

(ii) Clause 1(a)(i) – added portion:

The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

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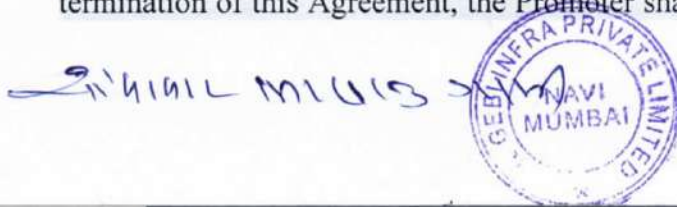
(iii) Clause 4.2 – added portion:

Following shall be deemed to be default on the part of Allottees during the construction stage and after: Default in making timely payment; Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life; Delay in accepting the possession of the flat/unit within a period of one (01) month on intimation to take possession by Promoter; Refusing/delaying to take membership of society formed for the said project; Breach of any terms and conditions of this agreement or any law/provisions; Obtaining forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority; Bring exotic animals in the project premises, slaughtering of animals inside the flat or common area of the project. Allottees shall be in default, if the Allottee fails to observe and follow all the rules and regulations which the said society 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 said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies.

The Allottees shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottees

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Flat/unit.

That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this Agreement, the Promoter shall 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 of termination. 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. Since 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 Promoter shall be at liberty to dispose of and sell the Flat/unit 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 of such dispute.

For whatsoever reason if the Allottee herein, without any default or breach on his/her/their part, is desirous to terminate this Agreement/transaction in respect of the said Flat/unit then, 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/unit with 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, subject to terms of this Agreement and applicable provision of RERA Act and the rules thereunder.

Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottees the payments made by him till that date (subject to adjustment of up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre-determined damages")) such refund shall be issued in an account intimated by the Allottees herein within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottees from the membership of the society as. 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. Since the Allottee has

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defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. If the Allottee has obtained a loan from any financial institution against the mortgage of the said flat, it shall be the responsibility and liability of the Allottee to obtain NOC for such termination from the said institution. The refund due and payable by the Promoter as per this agreement shall be made directly to such financial institution after the Allottee has obtained NOC. Any balance amount after discharging the financial institution shall be paid to the Allottee. If the allottee fails to obtain NOC from its financial institutions within the period of 15 days from the date of notice, the Allottee shall be liable to pay interest as per rate of State Bank of India's marginal cost of lending rate +2% till the date of receipt of NOC and execution of cancellation/ termination deed.

It is specifically agreed between the Parties hereto that, provided that in the event of default as above the Allottees shall not raise any objection to termination made by the Promoter and the Allottees undertake to be present before the sub-registrars office for registration of Termination/Cancellation deed. if the Allottees fail to be present before the sub-registrar, the Promoter is authorized to unilaterally register the cancellation deed with the registrar Suo-moto without any recourse to the Allottees.

Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the flat/unit to such person and at such price as the Promoter may in his absolute discretion think fit.

It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat/unit between the Promoter and Allottee herein is terminated as hereinabove 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/unit, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.

(iv) Clause 7.2 – added portion:

On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottees even though electricity and water supply have not commenced by the respective competent authorities. The Allottees shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said Flat to the Allottees,



the Allottees shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

(v) Clause 7.4 – added portion:

it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

Provided that, this warranty is applicable only if after occupying the flat/unit the Allottees maintains the flat/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 flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling 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, this warranty shall stand lapsed. Further, in the following cases where the Allottees (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbor's flat/unit or common area by drilling or hammering etc. and (iii) make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water the aforesaid warranty given by the Promoters shall not be invocable.

That The Promoter have made aware and that the Allottees expressly agrees that the regular wear and tear of the Premises/building/ phase/ wing includes minor hairline cracks on the external and internal walls, floor and wall tiles, excluding the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. 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

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Purchaser/s, 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 defect in materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

(vi) Clause 8 – added portion:

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

(vii) Clause 9.2 – added portion:

The conveyance in favour of Society is subject to receipt of Approvals from CIDCO/NMMC.

As per Clause No.7 of Agreement to Lease dated **01/08/2023**, executed by the Corporation in the favour of the Licensee for Plot No. 3-1, bearing Registration Document Serial No. **TNN-8/17340/2023**. The Corporation will grant and the Promoter/Licensee will accept lease of the said plot and the building erected thereon for the term of 60 years from the date of Agreement to Lease at the yearly rent of Rupees One Hundred only.

The Promoter/Licensee shall further, within 3 months of receipt of Occupancy Certificate, execute or cause to execute a Deed of Assignment/Lease Deed in favour of Society/ Limited Company for the period of 60 years from the date of Agreement to Lease, as per Clause No.7 of Agreement to Lease executed on **01/08/2023**.

(viii) Clause 9.3 – added portion:

which shall be paid in advance for _____ months on/before possession of the Apartment.

(ix) Clause 10 – added portion:

(All the aforesaid amounts to be decided by the Promoter at the time of possession, on actual amount incurred/to be incurred)



(x) Clause 12 – added portion:

The Promoter is entitled to take part OC for phase wise construction of the project. However, the Allottees/society shall not claim conveyance of the said Plots upon receipt of any such part OC.

The amenities of the said project shall be conveyed to society at the time of conveyance of said Plots. The Allottees shall not raise any claim for the use of amenities till said Plots is conveyed to society, although the Promoter may at his discretion allow the use of amenities to Allottees prior to such conveyance. The Allottees are aware that common amenities of the Project shall be conveyed to Society which shall be shared between flat/unit owners of Project.

Allottee hereby assure, undertake and guarantee that the Allottee shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use only. Allottees shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area. The undivided common space & amenities shall be handed over to the society upon conveyance of the land in favour of the society.

Allottees have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said Plot. Promoter has informed the Allottee and the Allottee is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan by following the due procedure of law and utilize the balance permissible FSI / TDR available on the said Plot by constructing Building as mentioned herein and reserve for future development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development)

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Act, 2016, even after the Co-operative Housing Society, Co- operative Housing Association is formed or Deed of Conveyance / Deed of Assignment is executed by the Promoter. Promoter 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 in their absolute discretion deem fit and proper.

The Promoter has informed the Allottees. The Allottees has understood the proposed plan for constructing additional floors on the said Project for utilizing the FSI of the said adjoining plot upon same being getting sanctioned. The Allottee shall sanctioned for constructing additional floors on buildings by following the due procedure of law and rules and regulations made thereunder.

The Allottees hereby assure and undertake that he will not hold the Promoter liable for any delays which are beyond the control of the Promoter especially delays attributable to NMMC/MSEB/CIDCO or delays due to the various amendments made to governmental policies during the development of the said Project. The Allottees declare that they will not claim any interest or compensation from Promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by Promoter. The Allottee has agreed to off-set the benefit of lower pricing of Flat against any delay in future.

The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or CIDCO infrastructures like road, drainage, street light or such other service connections necessary for occupying the said Flat. The Allottees hereby indemnifies the Promoter from any claims made for delay on the above count.

That the Promoter would be entitled to put up sign boards, neon sign boards displaying its Project name and Promoters Group Name in any part of the project



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like terrace, common area and garden etc. The Society at its own cost should always maintain the said board. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Third Schedule. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

(xi) Clause 13 – added portion:

13.1. All the Unsold Flat/units including Residential and Commercial Flat/units and Unallotted Parking Spaces/System in Said Project shall be always be of the ownership of the promoters even after the conveyance of said Plots to the society. The Society shall not have right of any kind on the said unsold and unallotted inventories of the project.

13.2 Promoter shall be inducted as a member of said society for unsold flat/units upon conveyance of said Plots to society. The Promoter is entitled to all the rights of being a member of society i.e., right to attend meetings, right to vote in the meeting etc.

13.3 Allottees or society shall not be entitled to demand any transfer charge or Membership charges or any other sum of any nature from the Promoter and/or the prospective Allottees for the transfer of unsold flat/units by the Promoter to prospective Allottees.

13.4 The Society shall acknowledge all such allotments done by the Promoter to Allottees at any later stage without raising disputes/claims of any nature. The Society shall induct the new allottees of unsold flat/units/inventories as a member of said society.

13.5 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoters shall

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add the above-mentioned conditions in the Lease Deed/Deed of Assignment/Conveyance Deed. The said clause shall be binding on the entire Society and its members. The draft of said Lease Deed/Deed of Assignment/Conveyance Deed shall be prepared by the Promoter.

(xii) Clause 15 – added portion:

xiii. The Allottees/s undertake hereby gives his/her/their express permission to the Promoters to raise any loan against the said total land and/or the said buildings under construction and to the same with any bank or bankers or any other financial institutions/s or any other party. This permission is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said Plots.

xiv. That the Allottee undertakes to ensure that, the society shall always, at its own cost maintain the sign boards, neon sign boards displaying its Project name Gami Terra installed by the promoters in any part of the project like terrace, common area and garden etc. The Society shall not change at any later stage and should always maintain the same Font, style, colour of the Project name and logo. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

xv. Allottees hereby in particular agreed to rectify/resolve at its own cost any seepage of the water to the Adjacent and/or Below Premises, if the Allottee has made any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen including but not limiting to the regular filling of joints in the tiles in the said premises with white cement/epoxy to prevent water seepage.

xvi. The Allottee hereby further undertake that at the point of time when there is Conveyance Deed being prepared, the Promoter shall add the relevant conditions/obligations Erin mentioned in this agreement in the Conveyance Deed. The said clause shall be binding on the entire Society and its members.



21/12/2013

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 **06/03/2025**. 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,

M/s. LAL GEBI INFRA PRIVATE LIMITED

Directors / Authorized Representative