sahakar group

SAHAKAR BUILDERS & DEVELOPERS
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Date: - 13.04.2024

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Sub: - Deviation Report on Agreement for sale the project named VOGUE 77 C.T.S. NO. 920 OF VILLAGE PAHADI GOREGOAN-W, GOREGOAN WEST IN P/S WARD MUMBAI.400063.

Deviation Clause

Clause no as per our draft	Actual clause
1.	**Recitals: -** The parties agree and confirm that the recitals appearing hereinabove form integral part of this agreement as if the same are set out in the body of the agreement and both the parties hereto deem to have recorded, repeated and confirmed the recitals appearing hereinabove.
3.	It is expressly agreed by and between the parties hereto that the Developer at their costs, expenses and charges are entitled to acquire Transfer of Development Rights/ Development Rights Certificate from outside and fungible F.S.I. arising from thesaid property so as to consume and load the same on the said property at the costs of the Developer and the Developer are also entitled to load fungible and/or additional F.S.I. as also to consume all direct and indirect benefits available on the said property and attached to the said property as per the Development Control (D.C.) Rules and Regulations and other relevant rules as applicable and to use and consume the same by putting up construction on the said property. The Developer are to provide constructed areas as specified in the Development Agreement to the occupants of the Owner and further entitled to sell the remaining constructed area and allocate the car parking spaces to third parties and to do allother acts and deeds required and incidental or consequential thereto for complete and proper redevelopment of the said property.
5.	**b)** By making the below mentioned part payments towards the balance consideration of Rs.____ /- (Rupees ______ only) which part paymentsshall be made in the manner and by the installments specified below:- i. Rs.______ /- (Rupees ________ Only) 10% At the time of Booking / Allotment in the building. ii. Rs. ______ /- (Rupees ___________ Only) 10% on completion of Plinth of the building.

	iii. Rs. ______ /- (Rupees __________ Only) 4% on Completion of 1st Podium of the building. iv. Rs. ______ /- (Rupees __________ Only) 4% on Completion of 2nd Podium of the building. v. Rs. ______ /- (Rupees __________ Only) 4% on Completion of 3rd Podium of the building. vi. Rs. ______ /- (Rupees __________ Only) 4% on Completion of 4th Podium of the building. vii. Rs. ______ /- (Rupees __________ Only) 4% on completion of 5th Podium of the building. viii. Rs. ______ /- (Rupees __________ Only) 3% on completion of 8th Slab of the building. ix. Rs. ______ /- (Rupees __________ Only) 3% on completion of 11th Slab of the building. x. Rs. ______ /- (Rupees __________ Only) 3% on completion of 14th Slab of the building. xi. Rs. ______ /- (Rupees __________ Only) 3% on completion of 17th Slab of the building xii. Rs. ______ /- (Rupees __________ Only) 3% on completion of 20th Slab of the building xiii. Rs. ______ /- (Rupees __________ Only) 5% on completion of 23rd Slab of the building xiv. Rs. ______ /- (Rupees __________ Only) 5% on commencement of Brick Work of the building. xv. Rs. ______ /- (Rupees __________ Only) 5% on commencement of Internal Plaster Work of the building xvi. Rs. ______ /- (Rupees __________ Only) 5% on commencement of External Plaster of Block of the building. xvii. Rs. ______ /- (Rupees __________ Only) 5% on commencement of Plumbing and Flooring Work of the building. xviii. Rs. ______ /- (Rupees __________ Only) 5% On commencement of Electrical Work and Lift work of the building. xix. Rs. ______ /- (Rupees __________ Only) 5% At the time of Possession of the building. d) The Purchaser(s) agrees to deduct TDS at applicable rate of the consideration as per theIncome Tax Act, 1961 and undertakes to pay the same into the requisite Government Income Tax account and further the Purchaser(s) agrees and undertakes to furnish to

the Developer,TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Purchaser(s) fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Purchaser(s) shall be solely liable and responsible in respect thereof, with no liability to the Developer.

i) Each of the aforesaid installments of the consideration and all the amounts that are payable as recorded herein, shall be paid punctually, on or before their respective due dates and without any claim or deduction, Time Being the Essence of the Contract, in respect of each such installment of payments. The Allottee(s) / Purchaser(s) confirm(s) that no interest in the said Commercial Premises/Flat Premises is intended to be passed or shall be deemed to have passed in favor of the Purchaser(s), till the full payment of the consideration and all other amounts due under this Agreement shall have been fully paid up by the Allottee(s) / Purchaser(s) to the Developer.

j) The Allottee(s) / Purchaser(s) has/have to pay GST on the total consideration amount of the said premises as and when demanded by the Developer and also shall pay any taxes leviable and/or payable now and/or on becoming payable at any time hereinafter on the said Premises on the basis of this Agreement.

k) The Developer herein have specifically informed the Allottee(s) / Purchaser(s) that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee(s) / Purchaser(s) to the Developer, the Allottee(s) / Purchaser(s) shall be liable to provide the source of the amount paid by the Allottee(s) / Purchaser(s) to the satisfaction of such authorities or an agency. The Allottee(s) / Purchaser(s) indemnify and keep indemnified the Developer for all the expenses, charges and payments arising out of failure on providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee(s) / Purchaser(s) either from his/her/their own account or made through third party/ies. In the event Allottee(s) / Purchaser(s) is not able to satisfy the Statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said premises or exercise the option to terminate the Agreement for Sale.

l) In the event of the termination of this Agreement at the option of the Developer for aforesaid reason i.e. (5)(k), then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Allottee(s) / Purchaser(s) or Statutory Authority by the Developer said to the terms and conditions of any order issued by any of such statutory authorities or agency.

m) It is expressly agreed that upon such termination by the Developer, the Allottee(s) /

	Purchaser(s) shall have no right, title, interest, demand, claim or lien over the said premises and the car parking space(s) (allotted if any) in any manner whatsoever.
6.	The Developers are constructing the said building comprising of Stilt + Ground+ 29 Habitable Floors or Upper floors in accordance with plans, designs, specifications and approvals as may be granted by the Concerned Authority/Authorities, time to time (which has been seen by the Allottee(s) / Purchaser(s) with liberty to carry out such variations and modifications as the Developer should consider necessary or as may be required by the Concerned Authority/ the Government, to be made in plans/designs/specifications or any of them which the Allottee(s) / Purchaser(s) hereby irrevocably, expressly authorize the Developers to make such changes/modifications. If the FSI in respect of the said property increases or there is any such other permitted FSI, the Developers shall accordingly construct additional floors in the building(s) as may be approved by the concerned authority/ authorities, due to change in DCR or in respect of any change in FSI. It is hereby agreed by and between the parties hereto that the Developers shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of concerned authority/ authorities provided that the locations/position and the area of the premises as defined hereunder agreed to be purchased by the Allottee(s) / Purchaser(s) shall remain unchanged. The Allottee(s) / Purchaser(s) hereby expressly and irrevocably agrees to the Developers for making variations or modifications in the aforesaid plans as they may deem fit, so long as the area of the said premises agreed to be purchased by the Allottee(s) / Purchaser(s) remain unchanged. The approval herein shall be considered as the approval on the part of the Allottee(s) / Purchaser(s) contemplated by Section 7 (1) (ii) of the MOFA and Section 14 of RERA.
7.	**SATISFACTION ON TITLE** a. The Purchaser(s) has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove through their Advocates/ Solicitors and has/have fully satisfied himself / herself / themselves / itself about the entitlement of the Developer to develop the said Property in the manner set out in this Agreement; and the Purchaser(s) shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto. b. The Purchaser(s) has/have also taken inspection of the Building Approvals, including inter alia the Building Approvals, orders and approved plans and undertakings given by the Developer to the MCGM and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Purchaser(s) by the Developer

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	under the provisions of RERA, RERA Rules and the provisions of MOFA and MOFA Rules and the Purchaser(s) confirm(s) that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers. c. The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the Planning Authority inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Developer to the MCGM and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the Building(s) is completed; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Unit/Apartment.
11.	**CANCELLATION** i. In the event of cancellation of the allotment of the said premises by the Allottee(s) / Purchaser(s) for whatever reason or in the event of termination of the allotment of the said premises by the Developers on account of the breaches of the Purchaser(s), including the breach on account of delayed payments and/or failure to make payments in spite of being called upon to do so and in spite of the notice by the Developers to cure/remedy such breach or breaches (as stated above), the following amounts shall be deducted and forfeited:- a. 10% of the total consideration as agreed by the Allottee(s) / Purchaser(s) along with application service; b. Tax / GST shall stand forfeited by the Developers as administrative charges; c. Service Tax, GST, VAT, Brokerage as paid and/or payable; d. All taxes and outgoings if any due, paid or payable in respect of the said premises up to termination/cancellation; e. Interest payable by the Allottee(s) / Purchaser(s) on account of delayed payments till date of termination/ cancellation; f. PRE-EMI interest [if any paid by the Developers on behalf of the Purchaser(s)]; g. The reduction in consideration pursuant to the resale of the said premises by the Developers; h. The refund shall be made only after the resale of the said Premises to any third-party Allottee(s) / Purchaser(s) and not otherwise, after deduction as aforesaid. The Allottee(s) / Purchaser(s) shall have no claim whatsoever in respect of the said premises on issuance of the termination letter by the Developers or on issuance of a

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	cancellation request by the Purchaser(s). It is clarified that, in those cases where the Purchaser(s) have obtained a loan against the said Unit/Apartment, then in such event the Developer shall first refund the amount outstanding and payable to the lender and then the payment shall be made as stipulated above
13.	**PARKING(S)** The Developer, as incidental to the purchase of the said Unit/Apartment by the Purchaser(s), the Allottee(s) / Purchaser(s) shall be allowed a provisional allotment of number of car parking space in the car park, without any additional consideration. However, the Allottee(s) / Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the aforesaid Car Parking(s) by the Developer and/ or Society or any other Common Legal Entity and shall pay such outgoings in respect of the said Car Parking(s) as may be levied by the said Society or any other Common Legal Entity. The Allottee(s) / Purchaser(s) agrees and confirms that the Allottee(s) / Purchaser(s) shall not be permitted to transfer/assign the use of the Car Parking or any part thereof without the transfer/assignment of the said Unit/Apartment and the same shall be incidental tothe said premises. In other words, one cannot transfer/assigns the car parking(s) independent of the said Unit/Apartment to any third person. The Promoter/Developers arepermitted to allot car parking.
14.	FORMATION OF THE LEGAL ENTITY OF FLAT HOLDERS AND LEASE a) Promoter/Developer in confirmation with Owner is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take and acquire Unit/Flat on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by Owner and the Developer, with a view that ultimately the purchasers/occupants of the various Unit/Flat in the shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or an Association or a Federation or any permitted legal entity (hereinafter referred to as **"the Common Legal Entity"**). b) the Developer shall take steps to form the Common Legal Entity after all the Unit/Flat are agreed to be sold by under duly registered documents on the lines of this Agreement and subject to receipt of the entire amount of the consideration hereunder agreed to be paid by the Purchaser/s to the Developer as provided under this Agreement and further subject to payment by the Purchaser(s) of all other amounts hereunder agreed to be paid by the Purchaser(s) to the Developer. c) The name of Common Legal Entity (which may be formed as per the provisions of Clause [14(a)] hereof) shall be solely decided by the Developer. It is clarified that the Developer is not the owner of the said Property and does not have or hold the rights to convey or grant the Proposed Transfer in respect of the said Property in favour of the Common Legal Entity, it shall be the responsibility of the Owner only. The Developer shall join merely as confirming Party. It is clarified that the only obligation of the

	Developer in this regard shall be to make the requisite applications to the owner and to make reasonable endeavors for execution of the Proposed Transfer as aforesaid in favour of the Common Legal Entity. The proposed conveyance or other instrument of transfer in favour of the Common Legal Entity shall be in accordance with the provisions of the DCPR and RERA. Within a period of 3 (three) months from the date of completion of the entire project of development, viz. completion of construction of the building on the said property and receipt of Occupation Certificate in respect thereof and only after the completion of the entire construction, the conveyance shall be executed in favour of the Common Legal Entity. All the costs, charges and expenses, penalties, value added tax, service tax, goods and service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Proposed Transfer shall be borne and paid by the Purchaser/s, Common Legal Entity; and the Developer shall not be liable to bear and pay any amounts towards the same. It is agreed that one month prior to the execution of agreements/documents in favour of the Common Legal Entity, the Purchaser(s) shall pay to the Developer, the Purchasers share of stamp duty and registration charges payable, if any, on the execution of such documents/instruments for effectuating the Proposed Transfer. The Purchasers alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents, etc.
22.	**RIGHT OF WAY** a. The MCGM has permitted the conversion of Plot from Industrial Zone to Residential Zone, on the terms and conditions as more specifically mentioned in the Order dated ____. As per the said order, the Owner and Developer have to carve out 10% of total Larger Plot area i.e. 407.89 Sq. Mtrs., as Amenity Space. The Developer and Owner have agreed to grant permanent right of way from existing Road on the Southern side of the Plot to the said Amenity Space, which shall always remain open to sky. b. The user and occupier of Amenity Space shall continue to have the unfettered right of way of 6 (Six) mtrs., wide right of access (open to sky) at all times hereafter by day or night to pass and re-pass in common with the Purchasers, residents, Society/Common Legal Entity (as and when formed), with rights of ingress, egress and utility, users, occupiers, allottees, tenants, assigns, and successors in title heretofore with or without vehicles, horses, cattle or other animals, carts, carriages or other vehicles, laden or unladen of any description on or over the roadway up till Public Road on Southern side, which is more particularly marked in plan at **Annexure-___** in purple hatch colour;
23.	The Developers are not liable and responsible to give accounts of the aforesaid expenses, deposits, charges etc. to the Allottee(s) / Purchaser(s) herein and/or the society. The Developers are not responsible to refund any amount as aforesaid and not accountable to the Purchaser/s(s) and/or the society in future.

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28.	**INDEMNITY: -** The parties herein shall indemnify and keep indemnified and harmless each otherin the event any claim or dispute that may arise on the basis of their declaration and representations.
31.	**BRAND NAME** The Developer shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the Building(s)/Project or otherwise in the subject Property, placards, sign boards, neon signs, hoardings etc., indicating to the public at large that the Project is being constructed and/or developed (during construction) or that the Project has been constructed and/or developed (after construction) by the Developer. A permanent illuminated signage/hoarding for signifying and indicating to the public at large that the Project is constructed/developed by the Developer will remain displayed at a prominent place on the building(s) or the said Property and access shall be made available to the Developer and its authorized representatives, as and when required by the Developer in order to maintain, repair and replace the signage at the costs of the Developer.

For SAHAKAR BUILDERS & DEVELOPERS

SAHAKAR BUILDERS & DEVELOPERS

Partner