

DEVIATION REPORT

DATE:- 16-01-2024

Document Type :- AGREEMENT FOR SALE

Project Name :- Sky Heights

Project Land :- S. NO 406/6B, 7PT, 426/1 & 427/PT(OLD), 171/6B, 7A, 99/1, 97/3 (NEW) PLOT B, AT VILLAGE:- NAVGHAR, TALUKA :- THANE, DISTRICT:- THANE, MAHARASHTRA – 401105

Promoter Name :- M/s. Balaji Realty LLP

A Partnership firm Partner's Name,

1. Rameshchandra Bhutra
2. Latha Mutha
3. Rajkumar Mutha
4. Sharad Madanlal Bhutra

Authorised Signatory is Mr. Sharad Madanlal Bhutra

Please find the 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

11. The Promoters shall confirm the final carpet area of the Said Premises, which is agreed to be allotted to the Allottee by these presents, after the development work of the Said Building is complete and the Occupation Certificate is granted/ issued by the Competent Authority, by furnishing details of the changes, in case, should there be any reduction in the carpet area more than the defines limit of 3% and in such event, the Promoters shall refund whatever



the excess money so paid by Allottee within 45 (forty-five) days along with annual interest at the rate specified in the Rule No. 18 of MahaRERA, from the date on which, such excess amount was paid by the Allottee to the Promoters, likewise, in case, should there be any increase in the carpet area of the Said Premises agreed to be allotted to the Allottee, by these presents and in such event, the Promoters shall demand such additional amount of consideration payable arising out of such increase in the carpet area from the Allottee, as per the next milestone as per the Payment Plan annexed hereto. All such monetary adjustments shall be made at the same rate per square meter, as provided in Clause No. 5, hereinabove.

26. The Promoters shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society, Association or Limited Company, all the right, title and the interest of the Promoters receiving the entire consideration and all entire other amounts payable by the allottees of the premise of the Said Building. Likewise, the Promoters shall also cause the execution of the conveyance of the Said Entire Land in favour of the Society or Association or the Limited Company, as the case may be within 24 (twenty-four) months, from the date of obtaining of Occupation Certificate of the last building to be constructed on the Said Entire Land and also the Promoters receiving the entire amount of consideration and all other payable by the Allottees of the premises of the Said Building. Provided further, such conveyance to be executed shall be prepared by the attorneys of the Promoters alone.



34. CONFIRMATION AND ASSURANCE BY THE ALLOTTEE: -

- i. The Allottee doth hereby represent and further assure the Promoters that the whatever the amounts he has paid to the Promoters, in respect of the Said Premises and all other payments that he may be making hereinafter, is form and out of his legal and lawful source of earnings alone and further admits, confirms and acknowledges that the Promoters herein has agreed to accept the booking of the Said Premises, entirely relying upon and completely based on the assurances and representatives made by him, hereinabove;
- ii. The Allottee hereby confirms that the Promoters have given to the Allottee concession in the consideration provided under these presents, which is less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at,, considering that the Allottee has agreed to the unconditional and irrevocable right and authority of the Promoters in respect of various open space, use of terrace, car parking space etc. and further agree to pay such amounts, deposits, taxes to the government, development charges, betterment charges, GST etc., as set-out hereunder under these presents as such the Allottee shall not obstruct, interfere, challenge, or dispute such rights of the Promoters and shall further shall extend full and whole-hearted co-operation as may be required by the Promoters and that he has undertaken to make such payments not limited to deposits, taxes etc. as mentioned under these presents;



- iii. The Promoters shall at all times have the first charge and paramount lien over the Said Premises, in respect of all the dues and amounts that are payable by the Allottee to the Promoters as provided hereunder;
- iv. Similarly, the Allottee doth hereby admit, confirm and acknowledge that the Promoters shall be fixing or displaying it “logo” or “monogram” on any prominent portion or place of the Said Building, as the Promoters may in its sole discretion deem fit and proper and such logo shall not be destroyed or removed or defaced or tempered or altered or mutilated by the Allottee or other allottees of the premises of the Said Building, or the common body to be formed of the allottee of the premises of the Said Building, for whatever reasons or under any circumstances;

The Allottee doth hereby further agree, admit, confirm and acknowledge that as per the agreed terms of the allotment of the Said Premises, by the Promoters to the Allottee, as contemplated by these presents, notwithstanding execution of conveyance of the Said Building to be executed in the manner as provided hereunder, save and except the municipal ta, no other amounts is payable, not limited to including maintenance charges in respect of the unsold premises of the Said Building by the Promoters, till such time, the same are finally allotted and occupied by the prospective allottees. The Allottee doth hereby further agree, admit and acknowledge that stipulations as contemplated under this para shall be binding upon all other allottees of the premises of the Said Building and also the

common body to be formed of all the allottees of the premises of the Said Building, at all times.

38. AVAILING OF FINANCIAL ASSISTANCE BY THE ALLOTTEE: -

The Allottee may be permitted to avail financial assistance from any institutions against the Said Premises, subject to the following terms, conditions and stipulations and also in the following manner:

- i. That the Allottee shall make a request in writing to the Promoters seeking permission or noc for availing such financial assistance against Said Premises;
- ii. That upon the receipt of such request from the Allottee, the Promoters shall issue necessary noc to the Allottee for availing such financial assistance and the same shall be specifically subject to the payment of the amount of consideration and also all other amounts and dues payable by the Allottee to the Promoters as provided hereunder;
- iii. That it is expressly agreed and specifically understood and acknowledged by the Allottee that the entire liability and responsibility to repay such financial assistance, including the monthly EMI payable or any penal payments and further that for whatever reasons or under any circumstances, the Promoters shall not be held liable or responsible for the same,
- iv. That whatever the financial assistance so to be obtained. shall be paid directly to the Promoters and the Promoters shall be entitled to appropriate the same against the dues and amounts payable by the Allottee to the Promoters as provided hereunder and the Allottee shall

not be entitled to dispute or raise objection against such appropriation to be made by the Promoters.

45.ACKNOWLEDGEMENT BY THE ALLOTTEE: -

The Allottee doth hereby admit, confirm and acknowledge that the Promoters have specifically informed him and it is clearly understood and acknowledged by him that the Promoters may in its sole discretion amalgamate the Said Entire Land with the adjacent land or lands. In case of such amalgamation, as proposed by the Promoters, the conveyance of the Said Entire Land shall be executed in favour of Federation or Apex Body to be formed of all the Societies/Associations / Limited Company of all the buildings of such amalgamated development and the Allottee doth hereby further admit and confirm that he has accorded & made understood that promoter will take prior consent and concurrence for such amalgamated development to be carried out by the Promoters, as provided hereinabove and further that such consent in accordance with the provisions of Sec. 14 of RERA.

46.FURTHER ASSURANCES: -

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or

of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

47.COMPLIANCE OF LAWS RELATING TO REMITTANCES: -

- i. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities a laid down in The Foreign Exchange Management Act 1999, Reserve Bank of India Act and the rules and regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide to the Promoters, with such permissions, approvals, which would enable the Promoters, to comply with its obligation under these presents. Any refund, transfer of security, if provided in terms of these presents, shall be made in accordance with the provisions of The Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by Reserve Bank of India, he shall alone be liable for any action under The Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii. The Promoters accept no responsibility in this regard. The Allottee shall keep the Promoters fully indemnified and harmless in this regard.



Whenever there is any change in the residential status of the Allottee, subsequent to the signing of these presents, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters, immediately and shall also comply with all formalities, if any, under the applicable laws, the Promoters shall not be responsible towards any third party making payments/remittance on behalf of the Allottee and such third party shall not have any right in the premises applied for in any way and the Promoters shall be issuing the receipts in the name of the Allottee only;

- iii. In case, any third party makes payment on behalf of the Allottee and in such event, such payment made by such third party shall be treated and deemed as the payment made by the Allottee himself and for whatever reasons or under any circumstances, such third party shall not be entitled to claim refund of the amount paid by him on behalf of the Allottee, from the Promoters and further shall not be entitled to raise any dispute with the Promoters.

ANNEXURE VII
(PAYMENT PLAN)

SR.NO	MILESTONE	PERCENTAGE
1.	Before execution of this agreement by way of Token/Earnest money	10%
2.	On completion of plinth	15%
3.	On completion of 3rd slab of the wing in which the said premises is located	7%
4.	On completion of 6th slab of the wing in which the said premises is located	4%
5.	On completion of 9th slab of the wing in which the said premises is located	4%
6.	On completion of 12th slab of the wing in which the said premises is located	4%
7.	On completion of 15th slab of the wing in which the said premises is located	4%
8.	On completion of 18th slab of the wing in which the said premises is located	4%

9.	On completion of 21st slab of the wing in which the said. premises is located	4%
10.	On completion of 24th slab of the wing in which the said premises is located	4%
11.	On completion of 27th slab of the wing in which the said premises is located	4%
12.	On completion of 30th slab of the wing in which the said premises is located	4%
13.	On completion of 33rd slab of the wing in which the said premises is located	4%
14.	On Completion of top slab of the wing in which the said premises is located	4%
15.	On completion of walls, internal plaster of said premises	4%
16.	On completion of staircases, lift wells, lobbies upto the floor level of the said premises of the wing in which the said premises is located	4%



17.	On completion of external plumbing, elevation, terraces with waterproofing of the wing in which the said premises is located	4%
18.	On completion of electrical fitting of the said premises	4%
19.	On completion of lift, water pumps, entrance lobby of the wing in which the said premises is located	4%
20.	On building completion	4%
TOTAL		100%

FOR M/S. BALAJI REALTY LLP

For BALAJI REALTY LLP

Designated Partner

AUTHORIZED SIGNATORY

DATE:- 16-01-2024