

Date: 19.07.2023

To,
Chairperson of MAHARERA,
Bandra (E), Mumbai.

Sub:- Details of deviations with respect to the proforma of the Agreement Letter in relation to the Project known as SIANNA HEIGHTS.

Ref:- Order No. 31/2022 dated July, 1, 2022 bearing reference No. MAHARERA/Secy/File No. 27/164/2022 issued by MahaRera.

Respected Sir,

With reference to the above-mentioned subject, the details of deviation / modification with respect to proforma of the Agreement for sale in relation to the Project known as SIANNA HEIGHTS.



No	clause no in Agreement Letter																																														
1)	3 Page no 18	The Allottee/s/Purchaser/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as earnest amount / advance payment i.e. 10% of the total consideration and hereby agrees to pay to the Developers / Promoters the balance amount of Rs. _____/- (Rupees _____ Only) as per the "PAYMENT PLAN" mentioned in the following manner <table> <tr> <td>1</td><td>On Execution of Agreement</td><td>20%</td></tr> <tr> <td>2</td><td>On Completion of Plinth</td><td>15%</td></tr> <tr> <td>3</td><td>On Completion of 1st Slab</td><td>1%</td></tr> <tr> <td>4</td><td>On Completion of 2nd Slab</td><td>1%</td></tr> <tr> <td>5</td><td>On Completion of 3rd Slab</td><td>1%</td></tr> <tr> <td>6</td><td>On Completion of 4th Slab</td><td>1%</td></tr> <tr> <td>7</td><td>On Completion of 5th Slab</td><td>1%</td></tr> <tr> <td>8</td><td>On Completion of 6th Slab</td><td>1%</td></tr> <tr> <td>9</td><td>On Completion of 7th Slab</td><td>1%</td></tr> <tr> <td>10</td><td>On Completion of 8th Slab</td><td>1%</td></tr> <tr> <td>11</td><td>On Completion of 9th Slab</td><td>1%</td></tr> <tr> <td>12</td><td>On Completion of 10th Slab</td><td>1%</td></tr> <tr> <td>13</td><td>On Completion of 11th Slab</td><td>1%</td></tr> <tr> <td>14</td><td>On Completion of 12th Slab</td><td>1%</td></tr> <tr> <td>15</td><td>On Completion of 13th Slab</td><td>1%</td></tr> </table>	1	On Execution of Agreement	20%	2	On Completion of Plinth	15%	3	On Completion of 1st Slab	1%	4	On Completion of 2nd Slab	1%	5	On Completion of 3rd Slab	1%	6	On Completion of 4th Slab	1%	7	On Completion of 5th Slab	1%	8	On Completion of 6th Slab	1%	9	On Completion of 7th Slab	1%	10	On Completion of 8th Slab	1%	11	On Completion of 9th Slab	1%	12	On Completion of 10th Slab	1%	13	On Completion of 11th Slab	1%	14	On Completion of 12th Slab	1%	15	On Completion of 13th Slab	1%
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	23 On Completion of 21st Slab	1%
	24 On Completion of 22nd Slab	2%
	25 On Completion of 23rd Slab	2%
	26 On Completion of Internal Wall & Door Frame	2%
	27 On Completion of External Wall	1%
	28 On Completion of Internal Plaster	2%
	29 On Completion of External Plaster, Elevations	2%
	30 On Completion of External Plumbing Work	2%
	31 On Completion of Terrace with Water Proofing	2%
	32 On Completion of Stair Case, Lift Well, Lobby	2%
	33 On Completion of On completion of Lift	2%
	34 On Completion of Door & Window Fixing	2%
	35 On Completion of Sanitary Fittings	2%




		36 On Completion of Electric Fittings & Water Pump 2% 37 On Completion of Entrance Lobby, Plinth Protection, Paving 2% 38 On Completion of Electro , Mechanical & Environment 2% 39 At the time of handing over ot the possession of the Unit/ Aparmtment to the Allottee/s / Purchaser/s 5%
2)	3.5 Page no 20	In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Developers/Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Developers/Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Developers/ Promoters and such omission on the part of unit Purchaser shall be constructed as breach of this agreement.
3)	5.2 Page no 23	The Developers / Promoters hereby declare and inform that the building/s shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned consuming F.S.I. credit or 0.5 Additional FSI, T.D.R., fungible FSI, protected FSI and/or outside F.S.I. by the MCGM and all other concerned authorities;
4)	5.3 Page no 23	The Developers / Promoters are also entitled to the balance potentiality and/or the FSI and/or the incentive FSI and/or the TDR /and/or Fungible and/or other FSI as may be available from time to time till completion of the Project under any law or circular or by way of concession, set back or payment of premium or by reason of change or amendment in the Development Control Rules and Policy or issuance of any circulars for the time being in force.
5)	5.4 Page no 23	The Allottee/s/Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the MCGM and other authorities concerned.



6)	6 Page no 25	It is hereby further expressly agreed that notwithstanding the Allottee/s/ Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s/Purchaser/s to make payment of part/balance purchase price in respect of the said Unit/Apartment to the Developers / Promoters and mortgaged/mortgage the said Unit/Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Developers / Promoters under this Agreement (which is to be subject to issuance of a No-objection letter by the Developers / Promoters in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s/Purchaser/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Developers / Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s/ Purchaser/s hereby further expressly agree/s that the Allottee/s/ Purchaser/s shall not sell, transfer, let-out or deal with the said Unit/Apartment in any manner whatsoever without obtaining prior written permission from the Developers / Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Developers / Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s/ Purchaser/s to inform the said organization about the lien of such Banks/Financial Institutions and the Developers / Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s/Purchaser/s shall indemnify and keep indemnified the Developers / Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Developers / Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s/Purchaser/s of the terms and conditions governing the said loan in respect of the said Unit/Apartment and the Allottee/s/Purchaser/s hereby agree/s and undertake/s that the Developers / Promoters shall have a first lien/charge on the said Unit/Apartment towards all the claims, costs, charges or expenses/losses of the Developers / Promoters and the Allottee/s/Purchaser/s further undertake/s to reimburse to the Developers / Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Developers / Promoters without any delay, default or demur.
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10)	8.3 (a) Page no 27	10% or 2% (to confirm) of the Purchase Price plus the stamp duty paid on this Agreement (which is to stand forfeited by M/s. Shubhjivan Builders Pvt. Ltd upon termination of this Agreement);
11)	8.3 (b) Page no 27	the taxes and outgoings, if any, due and payable by the Allottee/s/Purchaser/s in respect of the said Unit/Apartment up to the date of termination of this Agreement;
12)	8.3 (c) Page no 27	processing fee and brokerage paid, if any etc. in respect of the said Unit/Apartment;
13)	8.3 (d) Page no 27	Pre-EMI Interest, if any, paid by the Developers / Promoters to Banks/Financial Institution on behalf of Allottee/s/Purchaser/s under particular Scheme.
14)	8.4 (e) Page no 27	The Developers / Promoters shall not be liable to pay to the Allottee/s/Purchaser/s any interest on the amount so refunded within forty-five days of the termination.
15)	9.2 Page no 28	All materials including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoters shall pre-select such materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoters shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoters in this regard
16)	25 Page no 45	<u>RIGHTS OF DISPLAY:-</u> The Developers / Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Developers/ Promoters in respect of their project (hereinafter referred as "the displays")
17)	27 Page no 46	The Developers / Promoters shall have first lien and charge on the said Unit/Apartment agreed to be acquired by the Allottee/s/Purchaser/s in respect of all the amounts payable by the Allottee/s/Purchaser/s under the terms and conditions of this Agreement.
18)	28 Page no 47	28.1 In the event of the management of the said property being handed over to the Society before the sale and disposal of all the Unit/Apartments, parking spaces, by the Developers / Promoters in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Developers / Promoters in respect of any of the matter concerning the said property and/or the



		said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold Unit/Apartments, parking spaces and the disposal thereof and such Allottee/s/Purchaser/s of the said unsold Unit/Apartments shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee. 28.2 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any one or more persons ("Facility Management Agency") to manage the operation and maintenance of the said Building, common amenities, common areas, facilities and infrastructure on the said Land or any portion thereof after the completion of the development of the said Building or as may be determined by the Promoters in its sole discretion. The Promoters shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee and/or occupants of the said Building including the Allottee on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee agrees that he shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoters for any of the buildings that may be constructed on the said project Land including the said Building or towards the maintenance charges determined by such agency. It is agreed and understood by the Allottee that the cost of maintenance of the said Building and the said Land and other common areas, facilities and infrastructure in the said project Land shall be borne and paid by only the Allottee and other
19)	29.2 Page no 48	If the defect has arisen due to result of any unlawful construction or any addition or alteration including fixing of grill carried out by the Allottee/s/Purchaser/s in their respective premises or on the exterior or by Organization of Allottee/s/Purchaser/s of the building or as a result of non-maintenance of the said building or said Unit/Apartment then in such event, the Promoters shall be absolved from such liability.
20)	30 Page no 48	30.1 The Allottee/s/Purchaser/s shall bear and pay requisite stamp duty and registration charges, Legal expenses on this agreement in accordance with the provisions of Maharashtra Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and forthwith inform the Developers / Promoters to attend such office and admit execution thereof.



		30.2 At the time of registration of the Deed of conveyance of the Land and/or building, the Allottee/s/ Purchaser(s) shall pay to the Developers / Promoters, the Allottee/s/ Purchaser/s' share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of conveyance of the said Building and/or the said land.
21)	47 Page no 54	47.1 The Society shall not issue Share Certificate to any Allottee/s/Purchaser/ member without obtaining the No Objection Certificate from the Developers / Promoters certifying that the Developers / Promoters have no outstanding/dues pending on any account to be received from the Allottee/s/ Purchaser/member and remaining unpaid. If the said Society issues Share Certificate to any Allottee/s/purchaser/ member without adhering to or abiding by the aforesaid condition, the said Society shall itself be responsible and liable to pay such amounts due and payable, if any, by such Allottee/s/purchaser/ member to the Developers / Promoters. 47.2 If any GST is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s/Purchasers alone and the Developers / Promoters shall not be liable to contribute anything on that account. The Allottee/s/Purchaser/s shall also fully reimburse the said amount, if paid by the Developers/Promoters and the expenses that may be incurred by the Developers / Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice versa on account of such liability.
22)	49 Page no	The Allottee/s/Purchaser/s hereby declares that he/she /it/they are resident Indians and are entitled to acquire the said Unit/Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s/Purchaser/s that if the Allottee/s/Purchaser/s is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Unit/Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s/Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply



		with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Developers / Promoters accepts no responsibility in this regard and the Allottee/s/Purchaser/s agrees to indemnify and keep the Developers / Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
23)	50 Page no 55	The Allottee hereby indemnifies and keeps indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/ performing his/her/their obligations under this Agreements.

Sign **SHUBHJIVAN BUILDERS PVT. LTD.**



Director

Date: 19.07.2023