RISHABRAJ
NAMO ENTERPRISE LLP

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Date: 31.12.23

DEVIATION REPORT

Document Type: Agreement for Sale

Project Name: MANGAL VARSHA

Project Land: C.T.S. No.G/559, marked as Plot No.64H of T.P.S. IV, being portion of Final Plot No.64, Final Plot No.120 of scheme No.IV of the Santacruz Town Planning Scheme, Village Bandra, Taluka Andheri, Registration District and Sub-District of Mumbai City and Mumbai Suburban admeasuring 1705 sq.yds. equivalent to 1425 sq.mts.(1425.70 sq.mts as per PR Card)

Promoter Name: Rishabraj Namo Enterprise LLP

Please find appended below the list of deviation 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 colour in the said Agreement for Sale:

(i) Clause 10 - added portion

"The Allottee/s shall make the payment of the sale consideration in the following manner:

a) **100% of the installment** shall be made by cheque/ demand draft/ pay order/ wire transfer/ any other instrument drawn in favour of **M/S. ______________________________.,** Account No. ______________ in the collection account maintained with Cosmos Bank, Borivali (East) Branch with IFSC Code No. ________________ (hereinafter referred to as "**the Collection Account**"). The amount as deposited in the collection account shall be managed in the way as mentioned under the provisions of the said Act.

(ii) Clause 11 - added portion

The Allottee/s agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee/s agrees and undertakes to furnish to the Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event

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the Allottee/s fail to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.

(iii) Clause 16 (b) - added portion

"Provided further, that upon termination of this Agreement as aforesaid, 10% of the amount paid till then by the Allottee/s will stand ipso facto forfeited without any reference or recourse to the Allottee/s and the Promoter shall refund to the Allottee/s the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Allottee/s or not) the Promoter shall be at liberty to dispose of and sell the Premises to such person/s and at such price as the Promoter may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises."

(iv) Clause 16 (d) - added portion

"…Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter's Account."

(v) Clause 16 (e) - added portion

"Upon the Promoter terminating this Agreement as aforesaid, the Promoter shall be entitled to adjust the shortfall (if any) in the service tax (or any other statuary dues) liability of the Allottee/s from the balance amounts (i.e. amount paid by Allottee/s to the

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Promoter less the amounts which the Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoter prior to refund of the amount/s to the Allottee. The amounts paid by the Allottee/s towards his service tax liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/ getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise."

(vi) Clause 22 - added portion

"…The Promoter shall be fully entitled to deal with or till the sale shall also be entitled to use, possess, occupy, enjoy and/or deal with, allot and dispose off the same in the manner deemed fit by them, without any reference, interference, recourse, consent or concurrence etc. from the Allottee/s and/or the Society or any association or organization formed, in any manner whatsoever. The Allottee/s /members will not hold M.C.G.M liable for any failure of Mechanical Parking System in future…"

(vii) Clause 24 - added portion

"The Parties further agree and record that the Possession of the said premises with lock and key control thereof, shall be delivered by the Promoter to the Allottee/s after the said premises is/are ready for use and occupation…"

"… It is further agreed and provided that if any of the amount which is due and payable and which remains unpaid, under this presents, then the same shall render the said Allottee/s disentitled to seek the possession of the said premises and the Allottee/s herein agree/s and accept/s the same irrespective of the other rights of the Promoter herein under this presents or at law, equity and otherwise..."

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(viii) Clause 35 - added portion

"The Allottee/s shall on demand, deposit with the Promoter his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Promoter to the local authority or body concerned and/or to any other concerned authority."

(ix) Clause 42 - added portion

"a) The Allottee/s has/have inspected the said property and had ascertained for himself/herself/themselves that the work of constructing and completing the said Proposed building is still in progress and the said premises is/are not yet fit/ready for use.

b) As the Proposed Building is under construction and as the Completion Certificate/ Occupation Certificate, in respect of the said Proposed building, accordingly has/have not yet been applied for or issued by the Municipal Corporation of Greater Mumbai, as required by law and consequently under the provisions of RERA Act., MahaRERA Act. and the rules framed thereunder, the Promoter are not entitled to allow the Allottee/s to enter into possession of the said premises and the Allottee/s is/are prohibited from taking possession of the said premises till such Certificate is given by the M.C.G.M. M.C.G.M. shall have a free access to the said property to carry out the repairs and maintenance of the water pipe lines as and when required and M.C.G.M. will not be responsible for any damage caused to the proposed building and persons due to leakage or bursting of the water main."

(x) Clause 44 - added portion

"The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to user and occupiers of the other premises in the said building. However, it is clarified that this does not cast any obligation upon the Promoter to insure the building or premises agreed to be sold to the Allottee/s."

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(xi) Clause 46 - added portion

"Allottee/s hereby covenant/s that from the date on which possession, of the said premises are offered he/she/they shall keep the said premises, the walls and partition wall/s, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government, M.C.G.M., the proposed Society or the Adani Energy/Tata Power and any other authorities and local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules, regulations or bye-laws, as the case may be."

(xii) Clause 56 (6) - added portion

"Pay to the Promoter within 60 days of demand by the Promoter his/her share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the said building."

(xiii) Clause 56 (11) - added portion

"To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee/s as set out in this Agreement (including in the recitals thereof). If the Allottee/s neglects, omits or fails to pay for any reasons whatsoever to the Promoter under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Allottee/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Promoter shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Allottee/s herein agree that on the Promoter re-entry on the premises as aforesaid all the right, title and interest of and Allottee/s in the said premises and under this Agreement shall cease and Allottee/s shall also be liable for immediate ejectment as a trespasser. The Allottee/s shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Allottee/s (except the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Promoter to the Allottee/s."

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(xiv) Clause 65 - added portion

"Allottee/s hereby agree that as under:-

i) The building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.

ii) The Allottee/ Member agrees for no Objection for the Neighborhood development with deficient Open Space in future.

iii) The Allottee/ Member will not hold M.C.G.M. liable for any failure of Mechanical Parking System/ Car Lift in future.

iv) That the Allottee/ Member will not hold M.C.G.M. liable for the proposed inadequate/ sub-standard sizes of rooms in future.

v) That there is inadequate maneuvering space of car parking's and buyer/ member will not make any complaint to M.C.G.M. in this regard in future.

vi) That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not be treated separate lying on the same plot by residents/ occupants of the building in the jurisdiction of M.C.G.M."

I say that this disclosure is to the best of my/ our knowledge and asper the information available with us on the date. The draft agreement for Sale has been prepared and submitted to MahaRERA on ________. In event of any subsequent changes in the draft, we 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,

For Rishabraj Namo Enterprise LLP

HARISH RATANCHAND JAIN

Digitally signed by HARISH RATANCHAND JAIN
Date: 2024.01.03 13:14:28 +05'30'

(Partner/Authorized Signatory)