

MAA VAISHNODEVI HOMES

L-3038, L Wing, 3rd Floor, Akshar Business Park, Plot no 3, Sector 25,
Near Turbhe Railway Station, Vashi, Navi Mumbai – 400703

Date: 04/08/2025

Deviation Report

Document Type: Agreement for Sale

Project Name: “GARG SKY”

Project Land: land bearing Survey No. 99/1 and 99/2 (Partly), area 2250 Sq. Mtrs. lying, being
and situated at Village- Ajivali, Taluka- Panvel & District- Raigad

Promoter Name: **M/s. MAA VAISHNODEVI HOMES**

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 2 – added portion:

2.3 PAYMENT SCHEDULE

Total Amount:	Rs...../-
Amount Received:	Rs...../-
Balance Amount	Rs...../-

Sr. No.	Particulars	Percentage
1.	On Booking	10%
2.	After the Execution of Agreement	20%

3.	On or before Completion of the plinth Works	15%
4.	On or before Completion of ___ slab	05%
5.	On or before Completion of ___ slab	05%
6.	On or before Completion of ___ slab	05%
7.	On or before Completion of ___ slab	05%
8.	On or before Completion of ___ slab	05%
9.	On or before Completion of ___ slab	05%
10.	On or before Completion of Brick Work Door & Window Frames	05%
11.	On Completion of internal & External Plaster	05%
12.	On Completion of Flooring Tiles & wall Tiles	05%
13.	On or before Completion of Plumbing, Electrical Fittings, Painting	05%
14.	On Possession	05%
	Total:	100%

2.7) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Office/Shop/Flat the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee/s may have incurred due to the Services so availed.

2.8) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/is/are not honored for any reason whatsoever, then the same

shall be treated as default under these presents and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

2.13) Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

2.14) Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee.

(ii) Clause 3 – added portion:

3.3 Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.

3.4 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Allottee of said Office/Shop/Flat.

3.5 Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

3.6 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

3.7 The Society or Limited Company/Federation/ Apex body shall finally ratify the

reservation of such car parking in its first meeting at the time of handover by the Promoter.

In case of Mechanized Car Parking in the project:

The Promoter has informed the Allottee/s and the Allottee/s is/are aware that it intends to assign the contract to install mechanized parking/car lifts in the said Building to a Contractor/Vendor who would be liable for acts and omissions/commissions in this behalf. The Allottee/s hereby agree and confirm that in the event of any nuisance, damages, cost, etc., litigations, if any, the same shall be filed against such Contractor/Vendor as mentioned hereinabove during the subsistence of the contract. Further, the Allottee/s agree and undertake to not hold the Promoter liable thereof. The aforesaid Contractor/Vendor shall be liable for the full term of the contract as shall be assigned to him/them. The Allottee/s hereby irrevocably agree and undertake that the Association of Allottees by whatever name called, upon expiration/termination of the said contract with the aforesaid Contractor/Vendor, appoint a Contractor/Vendor of their choice for management and maintenance of the mechanical parking system/car lift and shall get executed from such Contractor/Vendor an Undertaking-cum-Indemnity indemnifying the Promoter and the Association of Allottees by whatever name called, against any litigation(s), damages, cost consequences, etc., arising out of failure, nuisance, mishap of mechanical parking system/car-lift, etc., to the said Wing/Building and/or to any adjoining Wing/Building.

The Allottee/s is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is/are aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

The Allottee /s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Purchaser/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs

and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the Mechanical Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

(iii) Clause 6 – added portion:

The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and Transferable Development Right (hereinafter referred to as “TDR”) which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or further development is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter solely shall be entitled to utilize such additional FSI.

(iv) Clause 7 – added portion:

7.2 It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Office/Shop/Flat to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Office/Shop/Flat by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Office/Shop/Flat upto the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said

Office/Shop/Flat ;

iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

v) In the event of the resale price of the said Office/Shop/Flat to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and

vi) The costs incurred by the Promoter in finding a new buyer for the said Office/Shop/Flat . The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

- 7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Office/Shop/Flat including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Office/Shop/Flat and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

(v) Clause 10 – added portion

10.2 Even if the Allottee/s does/do not take possession of the Office/Shop/Flat , still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said Office/Shop/Flat .

10.4 Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Office/Shop/Flat of wing and in specific the structure of the said Office/Shop/Flat of the said building which shall include but not limited to columns, beams, etc. or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not 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 water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Office/Shop/Flat by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his Office/Shop/Flat in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Office/Shop/Flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by

the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Office/Shop/Flat /building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Office/Shop/Flat and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of Office/Shop/Flat /building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 c and which do not amount to structural defects and hence 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 Allottee/s, 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 Office/Shop/Flat /building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10.5) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

(vi) Clause 13 – added portion

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and

accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Office/Shop/Flat .

(vii) Clause 15 – added portion

k) Till complete and full development of the said Plot the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.

l) Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Office/Shop/Flat and/or benefit of this agreement to anyone else without taking prior written consent of the promoter. While giving such written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA.

m) The Allottee/s and/or the persons to whom said Office/Shop/Flat is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Office/Shop/Flat in the said building/s on the said Plot.

n) The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Office/Shop/Flat , agreed to be purchased by the Allottee/s.

- o) Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Office/Shop/Flat and resume possession of the said Office/Shop/Flat .
- p) The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Office/Shop/Flat and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Office/Shop/Flat s/parking spaces/etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.
- q) In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.
- r) Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.
- s) Not to change the location of the plumbing or electrical lines (except internal extensions).
- t) Not to change the location of the wet/waterproofed areas.

- u) Not to make any alteration in the elevation and outside color scheme of the building.
- v) The Allottee/s shall not allow the said Office/Shop/Flat to be used for user different from the nature of the user that it is intended for use by the Promoter.
- w) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their Office/Shop/Flat or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Office/Shop/Flat has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.
- x) The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- y) Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- z) The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(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 the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in

terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said Office/Shop/Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

- aa) The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.
- bb) The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.
- cc) After receiving possession of the said Office/Shop/Flat from the Promoter, the Allottee/s shall make necessary application to the society for becoming member of the Society.
- dd) That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against

Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to cc' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

(viii) Clause 16 – added portion

16.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

(ix) Clause 17 – added portion

17.2 The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

(x) Clause 18 – added portion

18.2 The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the Office/Shop/Flat s/at the time of receipt of Occupancy Certificate.

(xi) Clause 19 – added portion

19.1 Promoter shall be inducted as a member of said society for unsold Office/Shop/Flat s upon formation of society and conveyance of the said Plot to society.

19.2 Promoter shall be entitled to sell the unsold Office/Shop/Flat in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Office/Shop/Flat shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

19.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Office/Shop/Flat by the Promoter to prospective Allottees.

19.4 Promoter shall also be entitled to car parking reserved for the unsold Office/Shop/Flat and the society or Allottee shall not stake claim on such parking.

19.5 Promoter shall be entitled to mortgage the unsold Office/Shop/Flat of the said project with the financial institutions without any separate NOC from society or the members of society.

19.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

(xii) Clause 21 – added portion

21.2) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said Office/Shop/Flat, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Office/Shop/Flat of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be

liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said Office/Shop/Flat only. Save and except the said Office/Shop/Flat, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the promoter against all losses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

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 **04/08/2025**. 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,

MAA VAISHNODEVI HOMES

Uddhagang

Partner

M/s. MAA VAISHNODEVI HOMES

Partner(s)