

Date :- 18/06/2024

Declaration - Deviation Report with respect to model copy of Agreement For Sale

This is to state that **M/s. Erdamor Realty LLP** have prepared the draft agreement for sale as per the model copy issued by Maharashtra Real Estate Regulatory Authority.

The copy for Agreement for Sale as attached herewith along with this application has the following deviations in the Agreement of Sale from model copy issued by Maharashtra Real Estate Regulatory Authority.

- 1(c) **TIME BEING ESSENCE OF CONTRACT**, this Agreement will stand automatically cancelled if the Allottee/s' fails to make the payment within time.
- 1(i) The Allottee/s hereby agree and undertake to pay each and every installment within 15 (Fifteen) days of the respective due dates as mentioned in this Agreement. Without prejudice to the above, if the Allottee/s fail to make the payment within a period of 15 (fifteen) days or levies mentioned in the demand letters/emails, then and in such an event, the Allottee/s agree to pay to the Promoter interest on all the amounts outstanding under the terms of this Agreement, at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. It is specifically agreed that the amount received by the Promoter

will be first appropriated towards interest receivable by the Allottee/s.

1(j) If Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s agrees to pay interest to the Promoter at the rates prescribed under the RERA Rules or at 18% per annum if rates are not prescribed, on all the amounts, which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable/due by the Allottee/s to the Promoter till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this Agreement as per the provisions of this Agreement. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee/s notwithstanding termination of the Agreement. The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this Agreement.

1(k) The Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under the terms and conditions of this Agreement have a first lien and charge on the said Premises agreed to be purchased by the Allottee/s.

6.1 The Allottee/s shall, after receipt of possession of the said premises, not demolish or cause to be demolished the same or any



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part thereof, nor at any time make or cause to be made addition or alteration of whatever nature in or to the said premises / building/s or any part thereof, nor shall make or cause to be made any alteration in elevation, flower bed, and outside colour scheme of the said building/s in which the said premises is situated including breaking of the walls, altering the situation of the bathroom, toilet, kitchen etc. The Allottee/s shall not carry out any act which may be violating FSI/TDR rules including enclosing of flowerbeds and/or drying spaces and/or cup-board area. Further, open balconies shall never be enclosed. The Allottee/s shall keep the portions, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building/s in which the said premises is situate and shall not tamper with it in any manner and shall not chisel or in any other manner damage to the columns, beams, walls, slabs or RCC pardis or other structural members in the said premises without the prior written permission of the Promoter and/or the Society and after taking permission from the local authority, if applicable. The Promoter has provided MS grills outside every window, balconies, etc. of the premises. The Allottee/s shall not put grill of any other type on window, balcony, etc. of the said premises without obtaining permission in writing of the Promoter. It has been further agreed that in the event of Allottee/s committing default in observing the condition herein, then the Promoter / Society shall be

entitled to rectify the same and restore the exterior of the building/s to its original conditions at the cost of Allottee/s and shall take appropriate legal action against him/her/them for such violations. The Promoter / Society shall not be liable or responsible for any loss or damages that may be suffered by the Allottee/s while restoring the exterior of the building/s to its original conditions.

- 7.4 Provided that, If any structural defects of workmanship quality or provision of service is discovered under the provisions of MOFA and RERA, then, wherever possible, such defects shall be rectified by the Promoter at their own cost. This warranty is applicable only if after occupying the Premises, the Allottee maintains the Premises in the same condition as it was handed over to him/her/them by the Promoter. In case the Allottee makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/ or beams of the building/flat, or damaging the stability of the structure of the building/flat, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly, which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii)



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Damage any portion of the neighbor's Premises or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual and/or generally accepted maintenance protocol, the aforesaid warranty given by the Promoter shall not be invocable.

14. xiii. The Allottee/s shall not affix or raise any JALLI, GRILL, ENCLOSURE, etc. at or about any place of the said Premises.
14. xiv. The Allottee/s shall not disturb the existing glass, wall elevation for making the provision for the air conditioner and they shall always use split air conditioner without disturbing the outside glass, wall elevation, etc.
21. ii. The Allottee/s and the person/s to whom the said premises is let, sublet, transferred assigned or given possession of (after prior written permission of the Promoter) shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Promoter and/or the Society may require for safe guarding the interest of the Promoter and/or the other premises holders in the said building/s.
22. Formation of Final body/co-op.housing Society of Purchasers:- The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasers and/or from obtaining Occupancy Certificate in respect of the said Building, from there within the period of 3 months, shall form a co-operative housing



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society governed by the provisions of the Maharashtra Co-operative societies act 1960 or such other body as may be deemed fit by the owners/Promoters and Owner/Promoter of which all the purchasers of property shall be bound to become and be admitted as members.

- 22A. The Promoter shall within three months of obtaining Occupancy Certificate and /or formation of co-operative housing society, as aforesaid, cause to execute a Lease Deed or Deed of Assignment or Conveyance Deed in favour of the co-operative housing society or Limited Company for the period of 60 years. (As mentioned in clause 7 of the agreement of lease executed on 14/10/2021.)
33. The Promoter shall not be liable to share, contribute and pay the maintenance charges, electricity charges and water charges in respect of the unsold flats, etc. The Promoter will bear and pay proportionate property tax, if any, payable in respect of unsold flats, etc. and nothing else in respect thereof. Upon formation of the Society or like association, company, the Promoter shall be made the member of the Society in respect of unsold flats. Furthermore, upon such formation of the Society or like association, there will be no transfer charges in respect of the unsold flat being sold to third party by the Promoter except the entrance fee and share transfer fee totaling to Rs.600. This is one



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of the material clause of this Agreement, which the Allottee/s has/have
agreed and confirmed to unconditionally.

The above declaration is true, complete, and correct to the best of our
knowledge and nothing material has been concealed by us.

For M/s. Erdamor Realty LLP

For ERDAMOR REALTY LLP

Partner.

Partner