

PAINTORA

RESTORATION AND REDEVELOPMENT LLP.

CERTIFIED ISO : 9001 : 2015 COMPANY

17th December, 2024

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Subject: - Deviation Report on Agreement for Sale the project named SHREE VARADVINAYAK TOWER Located at: CTS NO. 2242 AND 2243/A OF VILLAGE EKSAR-N, SITUATED IN R/C WARD, D.N MHATRE ROAD , BORIVALI(W), MUMBAI - 400103.

Deviation Clause

Clause no as per our draft	Actual clause
	<p>The Flat Purchaser/s shall pay to the Developer, the Consideration without any delay and default, (timely payment of each installment being essence of the contract) in the following manner:</p> <ol style="list-style-type: none">[10] % (ten percent) being Rs. [] Paid on Execution hereof as the Earnest Amount.[10] % (Ten percent) On or Before Commencement of Excavation[10] % (Ten Percent) On or Before Commencement of Foundation[10] % (Ten Percent) On or Before Commencement of plinth[2] % (Two Percent) On Completion of 1st slab.[2] % (Two Percent) On Completion of 2nd slab.[2] % (Two Percent) On Completion of 3rd slab.[2] % (Two Percent) On Completion of 4th slab.[2] % (Two Percent) On Completion of 5th slab.[2] % (Two Percent) On Completion of 6th slab.[2] % (Two Percent) On Completion of 7th slab.[2] % (Two Percent) On Completion of 8th slab.[2] % (Two Percent) On Completion of 9th slab.[2] % (Two Percent) On Completion of 10th slab.[2] % (Two Percent) On Completion of 11th slab.[2] % (Two Percent) On Completion of 12th slab.



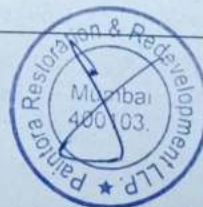
REBUILDING YOUR DREAM HOME

Regd. Office: Shreeji Complex, C-102, Shivaji Nagar, Laxman Mhatre Road, Borivali (West), Mumbai 400103
Landline: 28950126 Mobile: 9820267517 / 8369930917 E-mail: paintora@hotmail.com

	<p>q. [2] % (Two Percent) On Completion of 13th slab.</p> <p>r. [2] % (Two Percent) On Completion of 14th slab.</p> <p>s. [2] % (Two Percent) On Completion of 15th slab.</p> <p>t. [2] % (Two Percent) On Completion of Terrace slab.</p> <p>u. [8] % (Eight Percent) On or Before Completion of the walls, internal plaster, floorings doors and windows of the said Apartment.</p> <p>v. [5] % (Five Percent) On or Before Completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.</p> <p>w. [6] % (Six Percent) On or Before Completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.</p> <p>x. [5] % (Five Percent) On or Before Completion of the of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.</p> <p>y. [2] % (Two Percent) On Possession.</p>
7	<p>The Developer hereby agrees to observe perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by MCGM, or any other concerned authorities at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Flat Purchaser/s, obtain from the MCGM and/or concerned authorities occupancy certificate (OC) in respect thereof.</p> <p>7.2 The Developer shall construct the new building in accordance with the plans, designs and specifications approved by the Municipal Corporation of Greater Mumbai and which has been seen and approved by the Flat Purchaser/s. The Flat Purchaser/s agree that the Developer is/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Developer thinks appropriate or as may be required by Municipal corporation of Greater Mumbai which does not affect the area of the Flat.</p>



9	<p>The Flat Purchaser/s has made enquiries and is satisfied that the title of the Developer to the said Property is marketable and free from encumbrances and that the Developer has the authority to develop the same. The Flat Purchaser/s has inspected the original title certificate issued by the Advocate of the Developer. The Flat Purchaser/s has/have also checked the webpage of the Developer and the Flat Purchaser/s is/are satisfied that the Developer have obtained the necessary permissions, approvals required for development of the said Property and that pursuant thereto, the Developer herein is entitled to develop the said Property.</p>
10	<p>The fittings and amenities to be provided by the Developer in the new building/s and the Flat are those as set out in Annexure “—” hereto.</p>
11	<p>11.2 In the event, for any other reason, the Flat purchaser/s intend to terminate this Agreement, he/she can do so by giving written notice of 30/60 days to the Developer for such reasons stated therein. After the expiry of the notice period, this agreement shall stand terminated.</p> <p>11.3 Alternatively, in the event, the Purchaser/s defaults in making the payments as mentioned in this agreement, the Developer can exercise its right to terminate this Agreement by giving a written notice of 30/60 days to the Purchaser/s for curing the defect of payment. In the event the Purchaser delays in making the necessary payment after such notice, the Developer shall be liable to pay 18% interest on the outstanding payment till the date of realization of such payment. In the event the Purchaser fails to make the necessary payment as stipulated in the written notice, this agreement shall stand terminated.</p> <p>11.4 In the event this Agreement gets terminated due to either of the reasons mentioned above, the Purchaser shall refund to the Flat purchaser/s the amounts already received by him in respect of the Flat till the date of such termination, after forfeiting 10% (ten percent) advance payment made by the Flat purchaser/s on or before the execution of the Agreement</p>



13	<p>13.4 The Flat Purchaser/s shall on or before delivery of possession of the Premises pay the Developer, the following amounts:</p> <p>a) Rs. _____/- (Rupees _____ Only) for legal charges;</p> <p>b) Rs. _____/- (Rupees _____ Only) for share money/membership fees application entrance fee of the co-operative housing society /company/condominium;</p> <p>c) Rs. _____/- (Rupees _____ Only) for proportionate share of taxes and other charges;</p> <p>d) Rs. _____/- (Rupees _____ Only) towards deposit for electric meter/water meter and miscellaneous expenditure in that behalf;</p> <p>e) Rs. _____/- (Rupees _____ Only) towards the maintenance charges, water tax and property taxes on provisional basis; and</p> <p>f) Rs. _____/- (Rupees _____ Only) towards corpus fund/non-refundable deposit payable to the co-operative housing society/condominium/company.</p>
16	<p>Representations of the Developer</p> <p>i. Subject to the disclosures made herein by the Developer, and what is stated in the Certificate of Title, the Developer hereby represents and undertakes as follows:</p> <p>ii. The Developer holds rights and entitlements to develop the Property;</p> <p>iii. The Developer shall apply for all necessary Approvals from time to time in respect of the Project;</p>



	<p>iv. The Developer has not entered into any agreement for sale or any other agreement/arrangement with a person or party with respect to the Premises; and</p> <p>v. The Developer is entitled to enter into this Agreement, for agreeing to allot and sell the Premises in the manner contemplated herein.</p>
17	<p>Intellectual Property</p> <p>17.1 "Intellectual Property" shall mean the word/mark "[●]" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Developer and/or in respect of the Property and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.</p> <p>17.2 The Flat Purchaser/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Developer alone and that the Flat Purchaser/s shall never have any right, title, interest or license in respect thereof;</p> <p>17.3 The Flat Purchaser/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial</p>



	<p>purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Developer, and disclosed to the Flat Purchaser/s, prior to, or during the subsistence of, this Agreement;</p> <p>17.4 The Flat Purchaser/s shall immediately bring to the notice of the Developer any improper or wrongful use or any unauthorized replication /reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;</p>
18	<p>The Developer shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Flat Purchaser/s for any other purpose/s and/or on any other account with respect to the Project.</p>
19	<p>Indemnity</p> <p>The Flat Purchaser hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement.</p>
20.	<p>Developer's Overriding and Paramount Right Over the Premises & Car Parking Space/s</p> <p>20.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Premises and the Car Parking Space/s are, and continue to be, exclusively owned and held by the Developer and is merely agreed to be allotted and sold herein, the Developer shall always be and be deemed to have first, overriding and paramount charge and lien over the Premises and the Car Parking Space/s</p>

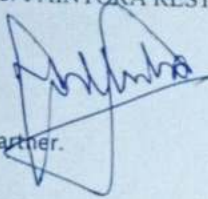


	<p>in respect of all outstanding and unpaid aggregate payments payable by the Flat Purchaser/s to the Developer;</p> <p>20.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the project land, and/or the Project to the Flat Purchaser/s. So far as the Flat Purchaser/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Premises strictly upon and subject to the terms, conditions and provisions herein. The Flat Purchaser/s shall also not have any claim, save and except, in respect of the Premises hereby agreed to be allotted and sold, and the benefit of the use of the Car Parking Space/s thereto.</p>
21	<p>Mortgage/Charge</p> <p>After the Developer executes this Agreement, he shall not mortgage or create a charge on the Flat allotted to the Flat Purchaser/s herein unless the same is approved in writing by the Flat Purchaser.</p>
22	<p>Separate Account for Sale Proceeds</p> <p>The Developer has maintained a separate account in respect of sums received by the Developer from the purchasers as advance or deposit, details whereof are as set out below:</p> <p>Name of the Bank: _____</p> <p>Account no: _____</p> <p>IFSC CODE : _____</p> <p>Address : _____</p>
23	<p>Registration and Title of Society</p> <p>The society is already formed and registered bearing registration no. BOM/HSG/5262 of 1977 dated _____ and the title of the Land is already in the name of the Society, therefore, there is no requirement to convey the title.</p>



24	Waiver Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Developer
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For PAINTORA RESTORATION AND REDEVELOPMENT LLP


Partner.