



Om Developers

BUILDERS & CONSTRUCTION



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Sky View RESIDENCY

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Deviated and Additional Clauses in agreement are as under:

Additional Clauses

- 1.k The Allottees understands and confirms that there is levy of Goods and Services Tax Act, 2017 on the agreement and the tax shall be charged and recovered at the applicable rates from him by the promoter/developer. The Goods and Services Tax Act, 2017 mandates the developer to pass on the benefit of reduction in cost or rate of tax to the customer as a part of anti-profiteering benefit under Section 171 of the Goods and Services Tax Act, 2017 by commensurate reduction in the prices. The developer has informed about all the anti-profiteering benefits as applicable on the agreement to the Allottee and the consideration payable under this agreement is calculated post consideration of anti-profiteering benefits under Section 171 of the Goods and Services Tax Act, 2017. The Allottee has understood and confirmed the same. The Allottee shall not demand any further discount with respect to such anti-profiteering benefits. The Allottees also confirms that he shall be liable for all indirect tax levies including but not restricted to Goods and Services Tax Act, 2017 that shall arise on account or incidental to such agreement. The Allottee shall be liable to make the payment to the Developer before taking the possession of the said Unit as and when such taxes, duties etc. become due. If any of such taxes, duties, etc. shall have already been paid by the Promoter, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee/s of any such taxes, duties etc.
- 1.l The Allottee understands and confirms that the Anti-profiteering benefit as per the above clause is based on anticipated credit to be allowed to the Promoter based on the existing provisions of Goods and Services Tax Act, 2017. In case, the provisions at any stage before the issuance of completion certificate followed by possession of the respective unit; debars such input tax credit to the Promoter, the same shall be recovered from the Allottee/s. The Purchase shall be liable to make the payment of excess benefit



transferred to him under Section 171 of the Goods and Services Tax Act, 2017, and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof.

2.1 Notwithstanding anything contained anywhere, in future if any additional TDR, FAR, FSI, or premium paid area is granted by the Rajgurunagar Municipal Council and/or any other body or any TDR, FSI, FAR, etc. is granted for the reservation/acquisition of the area of the road made upon said land is granted by any authority to anyone or is in any manner available to the said land and/or building or to the Promoters then the available area for additional construction may be used on the present structure as per provisions of this agreement. Or any TDR, FSI, FAR, etc. is granted for the reservation/acquisition of the area of the road made upon said land is granted by any authority to anyone or is in any manner available to the said land to the Promoters, then the available area for additional construction may be used upon any other place of the said land by the Builder or the Builder can transfer the said TDR to another building/apartment or the Builder can sell the said TDR to the respective unit owners if they are interested to purchase it or to anyone else provided that the purchaser of the new construction will have to become the member of Association and will have to pay the regular subscription of the Association and accordingly will have right in the common area, facilities. However, after such construction the last terrace of the building shall be used by the association/unit owners, as General or restricted Common area or facility, for the purposes of enjoyment.

2.2 The 'amenity space' and 'C Wing' is to be developed by the Promoter as per users allowed in development rules and the Promoter is entitled to deal with and/or dispose of and/or retain for its commercial use entirely at the discretion of the Promoter. If necessary a separate Society/ Company/ association of Apartments may be formed for such commercial retail building, or will be merged in society id A and B Wing at the discretion of the Promoter. Purchaser has given their consent for such registration and conveyance of land to respected Society/ Company/ association of Apartments accordingly.

31. DECLARATION OF ALLOTEE: Allottee herein declares that Contents of

agreement written herein above explained to him/her in vernacular language or he/she/they has read it. As Allotee /s have understood the same he/she/they admits and assures that he/she/they will comply and abide by all terms and conditions stated in the agreement. Allotee/s also declares that he has satisfied himself in respect title of owners/Promoter, sanctioned plans of building, road, side margins, amenities. Allotee/s also declares that he is well aware of Drinking water and drainage facility to all buildings will be provided by Rajgurunagar Municipal Council after fulfilment of their requirement of payment for mutation of Allotee/s's name/s on assessment records as well as the Promoter has specified Allotee that they does not have undertaken any liability to provided such facilities on their own cost. After verifying and understanding all terms and conditions they have executed this agreement.

Deviated Clauses

No clauses are deviated.

Promoter

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Rajgurunagar, Tal. Khed, Dist. Pune.