

Dated: 14th February, 2024

DEVIATION REPORT ON AGREEMENT FOR SALE

The following points mentioned here are deviation from the agreement for sale as proposed by the MAHARERA:-

Clause 1(i) on page 6 of 19: If the Purchaser/s want to make any changes in the internal structure of the Apartment or get certain additional amenities in his/her/their Apartment shown to them as per their needs & requirements apart from the agreed internal structure and all those amenities agreed to be provided by the Promoters, then he/she/they shall be liable to bear its entire extra cost at the prevailing market rates as decided by the Promoters and the same will be provided only if the same are allowed to be carried out in the Revised construction permission, if required, from the concerned authorities. The cost of obtaining such revised permission shall also be borne by the purchaser/s and delay, if any, occurred in obtaining such permission consequently leading to delay in the agreed date of delivery of possession shall be at the sole responsibility of the purchaser/s.

Clause 7.3 on page 8 of 19: The Promoter will put the Allottee in possession of the agreed property only after full receipt of payments of Sale Price and other charges, expenses, taxes, cess or deposits due to the Promoter under this Agreement have been cleared in full by the Purchaser/s, regardless of whether work in other Units and in Common Areas or facilities and amenities has been completed or not & the Purchaser shall have no rights to procrastinate the payment of residue agreed amount to the Promoters on the ground of incompleteness of works of other units or that of the Common Areas & Amenities. Somehow, if the entire construction work of the house property under present contract is completed before the aforesaid agreed date of possession i.e before 31st December 2028, then the Promoter will communicate such completion of work to the Purchaser in writing & thereafter the Purchaser will have to pay the entire outstanding towards him/her/them to the Vendors & get the sale deed executed in his favour of the present property within a period of 30 days from receipt of such notice.



Clause 7.5 on page 8 of 19: If within a period of five years from the date of handing over the Bungalow/Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Bungalow/Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, the, wherever possible such defects shall be ratified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act ~~provided the Allottee has not, during this period of five years, done any alteration/modification changes in the condition of the building/apartment handed over to him/her/them by the Promoter. Any such change by the Allottee shall amount to breach of this condition & in which situation the builder/promoter shall not be liable to the Allottee under this clause.~~

Clause 8 on page 8 of 19: The allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence /office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle. ~~Any Purchaser/s or occupier/s of any Apartment / Plot and Bungalow property shall not use the same for Massage Centre, Gambling House, Classes, Lodging Boarding, Paying Guests, granting use on leave & license basis for bachelors or for any illegal or immoral purpose.~~

Clause 14 on page 11 to 13 of 19: The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Project Land/Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the entire Project land/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Bungalow/building or to the Apartment or to the building in which the apartment is situated or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Bungalow/Apartment any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the



staircases, common passages or any other structure of the Bungalow or the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the Bungalow or the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Bungalow/Apartment and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment or Bungalow which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of breach of this condition, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.

iv. Not to demolish or cause to be demolished the Bungalow or Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Bungalow or Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Bungalow or of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Bungalow/Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Bungalow or Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow or Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.





vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Bungalow or to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and /or other public authority, on account of change of user of the Bungalow or Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the Apartments and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Bungalow/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the Bungalow/structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Bungalow/Apartment/buildings or any part thereof to view and examine the state and condition thereof.





xii. Till a conveyance of the project land on which the Bungalow & the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee/s herein has/have demanded from the Promoters & the Promoters have given inspection to the Purchaser/s of all the documents relating to the said land like 7/12 extracts, NA Permission, Plan of approved lay out, Municipal Tax Receipts, Construction Permission, Commencement Certificate & the plans, designs & specifications & such other documents as are required to be produced by the Promoters to the Purchaser/s as per the laws existing in the State of Maharashtra.

xiv. Besides, after the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search of the said property by appointing his/her/their own advocate & to ask any queries, he/she/they had regarding the marketable title & rights & authorities of the Vendors herein, the plans, RCC designs & specifications, drawings of the said property. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title, rights & authorities of the Vendors herein, the plans, RCC designs & specifications, drawings of the said property & therefore, has/have freely agreed to purchase the said property which is more particularly described in the "Schedule of Property" hereinbelow & no any queries of the Purchaser/s shall be entertained by the Promoters regarding any such issue/s at any time in future.

xv. All the internal roads in the layout of GVC Gangadham Skyila Project shall remain accessible & usable for lifetime to all the members/owners of properties of other existing or future phases or any other project constructed or developed by the Promoters on any land at any time in future & the Purchaser or his society or any association of persons shall not raise any objection for the same at any time & on any count & for whatsoever reason & shall not be entitled to claim any compensation monetary or otherwise for giving such road access.

xvi. The Allottee shall not, till the date of handing over of possession or execution of final Deed of Apartment whichever is later, agree to sale/transfer/convey by any mode of transfer of property the Family Unit under present agreement to any third person without the prior written permission/approval/consent of the Promoter



Clause 29 on page 15 of 19: Stamp Duty and Registration :-

A] The Apartment property in the Schedule below comes under Div. No. 13.171 in the Ready Reckoner maintained by the Joint Sub Registrar, Nanded & value of the RCC Constructed Apartment property under sale is Rs.22,000/- per sq. mtr. as per the said Reckoner. Accordingly, the total valuation of the Apartment under present Agreement to Sale comes to Rs. /- as per Ready Reckoner. Somehow, the actual Sale Price of the said Apartment as agreed between the parties hereto is Rs. /- (Rs.

). Therefore, the requisite Stamp duty & Registration Charges are paid on higher of the above two figures i.e on Rs. _____/- for the purpose of Registration of this Agreement

B] The Purchaser has/have paid the entire expenses for execution of this Agreement like Stamp Duty, Registration Charges, etc. Besides, the Purchaser shall solely be liable to pay all such other expenses which will be required to be incurred at the time of execution of final sale/conveyance deed of the said Apartment either in his favour or in favour of the said Society, etc. of which the Purchaser/s will be a member.

C] The parties hereto shall be entitled to get the aforesaid stamp duty & registration charges adjusted towards the total duty & charges leviable on the sale/conveyance deed which will be executed by the Vendors in favour either of the Purchaser/s or of the said Housing Society in which the Purchaser will be a member in respect of the said property.



