Date: 21.03.2024

DEVIATION REPORT FOR AGREEMENT FOR SALE

Techno Pack Software Services Private Limited, Mr. Devang Devji Patel & Mr. Devji Patel Partners of **M/s Festive Express Services Private Limited PAN: AACCF5055B** is developing **"SHREEJI DIOS"** on land bearing Plot. No.187, 188, 195 & 196 situated at Sector-21, Village- Nerul, Taluka and District -Thane, Maharashtra-400 706, aggregately admeasuring area 1480.469 Square Meters

The project consisting of Tower named as **"SHREEJI DIOS"** is being constructed on land admeasuring about on land bearing Plot. No.187, 188, 195 & 196 situated at Sector-21, Village- Nerul, Taluka and District -Thane, Maharashtra-400 706, aggregately admeasuring area 1480.469 Square Meters

We have seen model form of Agreement for Sale under Rule 10 (1) and as per explanatory note appended, we have retained the provisions which are mandatory as per Act. We have also referred the order no 38/2022 and provided not negotiable Clauses in the Agreement for sale.

The Relevant Clauses which have deviations from Agreement for Sale are fully produced Below:

a) **Clause No 6 (b) - Added :** It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Promoters herein,in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation andDevelopment) Act, 2016, form a Co-operative Society or Company or Association (hereinafterreferred to as the said Society) for the entire layout and execute Deed of Conveyance in favour of suchCo-operative Society or Company or Association that shall be formed for the said Building, within a stipulated period by Law.

b) **Clause No 6 (d) - Added:** The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

c) **Clause No 7 - Added:** The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that the Promoters are proposing to provide the external amenities as mentioned herein and SocietyOffice in the said building, the management thereof shall initially be entrusted to such personor party as the Promoters may deem it necessary and proper or upon the Society formation, the management may be entrusted to the Society / Ultimate Organization of Purchasers that shall be formed.

d) **Clause No 8 - Added:** It is made clear by the Promoters and the Purchaser(s) / Allottee(s) agrees that the saidpremises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be availableonly for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

e) **Clause No 10 - Added:** It is made clear by the Promoters, and the Purchasers/Allotees/agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the said property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Purchasers/Allotees. It is clarified that the Projects facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allotees of the Project at an extra cost.

f) **Clause No 12 (l) - Added:** The Promoter shall (subject to his right to dispose of the remaining apartments/units/parking's if any) execute the conveyance of title within three months from the date of issuance of the occupancy certificate.

g) **Clause No 4 (j) - Added** It is expressly agreed by and between the parties that in case of sale of respective entitlement of the Promoters to the respective Purchasers, all the statutory liability concerning the Income Tax under the Income Tax Act, 1961 shall be borne by the respective parties individually.

A. PAYMENT SCHEDULE

Since the Project "**SHREEJI DIOS**" is consisting of one Tower (Basement + Stilt + ____ to _____ Floors + _____ to _____ floors), so we have modified the payment Schedule which is given below,

PAYMENT SCHEDULE:

The Allotee has negotiated the said consideration by offering to pay in the following manner which has been accepted by the Promoter:-

	SCHEDULE OF PAYMENT	PERCENTAGE OF PAYMENT
1	Earnest Money Deposit.	10%
2	Within 30 days from receiving the Booking amount	20%
3	On Completion of Plinth	15%
4	On or before Completion of 1st Slab	3.5%
5	On or before Completion of 2nd Slab	3.5%
6	On or before Completion of 3rd Slab	3.5%
7	On or before Completion of 4th Slab	3.5%
8	On or before Completion of 5th Slab	3.5%
9	On or before Completion of 6th Slab	3.5%
10	On or before Completion of 7th Slab	3.5%
11	On or before Completion of 8th Slab	3.5%
12	On or before Completion of 9th Slab	3.5%
13	On or before Completion of 10th Slab	3.5%
14	On or before Completion of 11th Slab	3.5%
15	On or before Completion of 12th Slab	3.5%
16	On or before Completion of Brick & Plaster Work	5%
17	On or before Completion of Plumbing, Electric & Flooring Work	5%
18	On before Possession of Flat	3.0%
	Total	**100 %**

Apart from the consideration mentioned above, you shall pay GST, Stamp duty and Registration charges as applicable.

This Report is made for registration of the project consisting of residential tower named as "**SHREEJI DIOS**" under MAHA RERA Act 2016.

For Festive Express Services Pvt Ltd

Partners/Director/Authorise Signatory

Place: Navi Mumbai

Festive Express Services Private Limited

Plot No-D-227, TTC Industrial Area, Thane-Belapur Road, Nerul, Navi Mumbai, Maharashtra-400 706

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