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An ISO 9001 : 2008 Certified Company

CIN: U45200MH2005PTC155637

EV GROUP
enduring value

Date-20-02-2024

Deviation Sheet for Agreement for Sale

The following clauses have been added / modified in the Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1). The clauses are numbered as mentioned in the Agreement for Sale:

Clause no.	Page no.	Subject Matter of Change	Addition/Deviation
1.3.	7	Deposit of TDS as per the provisions of Income Tax Act, 1961	Addition as per prevailing law
1.5.	9	Various taxes payable by the Allottee along with consideration are mentioned.	Addition as per prevailing law
1.6. & 1.8.	9	Any payments made by the Allottee shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Consideration.	Addition as per prevailing law
		The Rebate to the Allottee is deleted	Since it was Discretionary said clause has been deleted
1.9	9	Demand Notice with invoice shall be issued by the Promoter giving 7 days period for payment of consideration due.	Added to remove ambiguity, as not in RERA draft
1.10.	9	Promoter to issue receipt on realization of payment.	Added to remove ambiguity, as not in RERA Draft
1.11.	9	Promoter shall have charge on unit towards balance consideration due.	Added to remove ambiguity, as not in RERA draft
4.1	11	Proviso added Allottee will not be entitled for delayed compensation, if Allottee grants consent for project extension.	Added to bring clarity on the effect of extension granted by Allottee.
4.3.	11	Upon termination of Agreement for Sale Consideration received by the Promoter will be refunded after forfeiting 10% of sale consideration, after execution of Cancellation Agreement'.	Added to remove ambiguity, as not in RERA draft
4.4.	11, 12	If Allottee has paid sale consideration by availing finance then upon cancellation	Added to remove ambiguity of

		and/or termination sale consideration will be refunded upon receipt of NOC from financial institution as per terms of agreement.	specific situation, as not in RERA draft
4.5.	12	Upon termination of Agreement for Sale all other ancillary instruments shall stand terminated.	Added to cover legal consequence of termination
4.6.	12	Allottee shall obtain consent of the Promoter to sell Flat to third party before receipt of OC.	Added to provide safety to the promoter that all dues of the Allottee are paid before such transfer.
7.2	13	Allottee will be liable to pay all taxes and charges in respect of unit even if it fails to take possession of unit.	Added to provide for statutory obligations of allottee.
7.4	13,14	Proviso added that defect liability is subject to Allottee using flat in good manner and not making any alteration in any manner.	Added to ensure that liability of Promoter is waived in case of Negligence by Allottee maintaining flat in good condition and not making any alteration in flat.
9.	14	Common Organization (Society) is already formed since this is redevelopment project and separate building maintenance societies of for Rehab Building and Sale Building.	Added considering facts of the Project and to remove future ambiguity.
9.3.	15	Allottee shall pay GST, advance maintenance and other charges payable within time line provided failing which Promoter will be entitled for interest on delayed payment as per RERA.	Addition as per prevailing law and enforcing statutory payments.
9.4.	15	Promoter will not be liable to repair common area if damaged by Allottee	Added to put onus on a defaulting allottee.
9.5.	15	Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all units in the said Plot.	Addition as per prevailing law

9.6.	15	Maintenance collected by Promoter will be transferred to Society account and Promoter is entitled for deficit if any.	Addition as per prevailing law
13.3.	16	Promoter has shown all plans for the project and allottee has agreed to purchase unit after seeing all plans and specifications shown.	Added to ensure compliance by an allottee.
13.10. & 14.9.	17 19	Flat owners in Project will be liable to pay all charges and taxes payable to the CIDCO, NMMC and other competent authorities in respect of their Flats and said Plot as may be levied by CIDCO and NMMC from time to time.	Added to provide for obligation of the allottee to pay all statutory payment.
13.12.	17	Disclosure about the name of the project	Added to remove ambiguity, as not in RERA draft
13.13	17, 18	Project name and Promoter name signboard will be put on building	Added to remove ambiguity, as not in RERA draft
14.13.	19	Entitlement of Promoter to sell, rent out unit in project for occupancy as per approved plan and to sale unsold units after OC.	Addition as per prevailing law
14.14	20	Allottee to keep Promoter indemnified against any claim, action arise due its non-performance of this agreement.	Addition as per prevailing law
14.15.	20	Allottee shall not be entitled to claim sole rights on common area.	Addition as per prevailing law
14.16	20	Parking to be utilized by the Allottee for no other purpose	Addition as per prevailing law
15 (ii)	20	Promoter's collection account details provided.	Added to remove ambiguity, as not in RERA draft
17.	21	Promoter entitled to avail loan subject to Promoter repaying same.	Added to remove ambiguity, as not in RERA draft
26	22	It has been stated that purchaser shall get its name recorded in CIDCO record after receipt of possession.	Added to inform Allottee for recording its name in CIDCO
27.2.(iii)	23	All notices to be sent on units address upon delivery of possession of unit.	Added to remove ambiguity, as not in RERA draft
30.	23	Investor will be entitled for stamp duty benefits as per prevailing law.	Addition as per prevailing law

32.	23	Failure on part of Promoter to exercise its rights shall not be considered wavier.	Added to remove ambiguity, as not in RERA draft

M/S E.V. HOMES CONSTRUCTIONS PVT. LTD.

Mr. VICKY THOMAS

DIRECTOR

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