



Date: - 24.02.2024

REPORT ON DEVIATION WITH RESPECTED TO AGREEMENT FOR SALE

To

Maharera Authority

Mumbai

Maharashtra

Sub:-Deviation report with respect to Agreement for Sale

Name of Project: -"AMRUT HEIGHTS"

Details of the Project: - CTS No.2868/B/2,CTS No.2883/A/2,CTS No.2883/B, Village-KalyanDist Thane-421301

Respected Sir/Madam,

We have uploaded the proforma of Agreement for Sale proposed to signed with the Allottee(s) for the proposed project namely "**AMRUT HEIGHTS**" situated at Village Kalyan Tal. Kalyan.Dist Thane

We hereby state and declare that, the proforma of Agreement for Sale proposed to be signed with allottees is as per the model form of agreement at Annexure-A of Rule 10 of the Rules. However, there are some modifications in the contents of the agreement, which are highlighted and mentioned hereunder.

RAKESH MUTHA

+91 9821 099 995

Partner

Address : 1st Floor, Mihir Villa, Near Kiran Motors, Santoshi Mata Road, Kalyan - W

We hereby further state and confirm that, to the best of our knowledge, the contents of proforma of Agreement for Sale uploaded with our application for the registration of proposed Project “Amrut Heights” are not in contravention of any application law and/or rule and regulation of RERA Act.

The clauses of Agreement of Sale which are modified/deviated are as under:-

Sr No.	Page no.	Clause No.	Remarks
1.	9	Clause no. 1(d).	Modified
2.	13	Clause No. 2.2	Modified
3.	18	Clause No 7.4	Modified
4.	33	Clause 26.	Modified
5.	34	Clause 28.	Modified

1.

Clause no. 1(d)

The Allottee/s has/ have agreed and assured to pay the total consideration of Rs. _____ (Rupees _____ Only) to the Promoters herein in the following manner :

- i) 10% of the total amount paid as advance payment or application fee at the time of execution of this agreement.
- ii) 35% of the total amount to be paid on completion of the Plinth of the building in which the said Premises is situated.
- iii) 21% of the total amount to be paid on completion of slabs of the building in which the said Premises is situated (___ % x seven slabs).
- iv) 06% of the total amount to be paid on completion of the walls and internal plaster of the said premises.
- v) 06% of the total amount to be paid on completion of the, floorings and tiling work of the said premises.
- vi) 06% of the total amount to be paid on completion of the staircases, lift wells, lobbies up to the floor level of the said premises.

- vii) 06% of the total amount to be paid on completion of the external plaster and elevation of the building in which the said premises is situated.
- viii) 05% of the total amount be paid on completion of the doors, windows, sanitary fittings, lifts, water pumps, electrical fittings.
- ix) 05% of the total amount to be paid at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of occupancy certificate or completion certificate.

2.

Clause No.2.2

The Allottee agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Allottee/s to the Promoters under this agreement for the period from the due date of payment till the date of the actual payment thereof.

In case the Allottee entered into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Allottee to the Promoter under this Agreement.

The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.

3.

Clause No 7.4

It is further clarified that the Promoter shall not be liable for defect liability due to wear and tear and/or defect caused due to Allottee/s carrying out any alterations and modifications in the said premises which may result in seepage of the water and/or any damages to the structure and if such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

4.

Clause 26.

It is further agreed and understood between the parties that if there is change, modification and/or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoter herein and the Promoter herein is/are and shall be well and sufficiently entitled to the derive the benefits thereof for his/her/their own and exclusive profit and the Allottee/s herein shall not be entitled for the same.

5.

Clause 28

It is clearly brought to the notice and knowledge of the Allottee/s by the Promoter that the Promoter have presently obtained the building sanction and commencement certificate from the Kalyan Dombivali Municipal Corporation and the Promoter intend to acquire the maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Kalyan Dombivali Municipal Corporation, the Promoter have presently proceeded with the construction activities and that the said fact is known and accepted by the Allottee/s herein and the Allottee/s being aware of the same have agreed to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Kalyan Dombivali Municipal Corporation and in no event the Allottee/s herein along with other Purchaser/s will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Allottee/s has/have seen and verified the same and shall render the co-operation to the same.

For M/s AMRUT NIWAS.

For AMRUT NIWAS



Partner