

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date :- 27/03/2024

Subject:- Deviation Report on Agreement for sale the project named REGENCY PARK PHASE II BUILDING NO F ,S.NO-2/3,4,5/1 AND 2 S.NO-3A/1/3(PT),S.NO.-4B/1,S.NO-39A,S.NO-40/1,2(P). VILLAGE -NETIWALI, 421306.

Deviation Clause

Clause no as per our draft	Actual clause
1	<p>1(c)The Purchaser has agreed and assured to pay the total consideration of Rs. _____/- (Rupees _____ Only) to the Promoter in the following manner –</p> <ul style="list-style-type: none"> (a) 9.90% to be paid as earnest money (b) 15.10% to be paid on execution of Agreement for Sale (c) 10% to be paid on commencement of foundation (d) 10% to be paid on or before commencement of plinth (e) 05.00% to be paid on commencement of 1st slab (f) 05% to be paid on commencement of 4th slab (g) 05% to be paid on commencement of 8th slab (h) 05% to be paid on commencement of 12th slab (i) 03% to be paid on commencement of 15th slab (j) 02% to be paid on completion of Terrace slab (k) 05% to be paid on completion of brick work of the said premises

- (l) 05% to be paid on completion of internal plaster of the said premises
- (m) 05% to be paid on completion of door and windows of the said premises
- (n) 05% to be paid on completion of staircase, lift and lobby
- (o) 05% to be paid on completion of flooring and plumbing of the said premises
- (p) 05% On Possession of the said premises being offered to purchaser on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.

The Cheque / DD / Pay order to be drawn in favour of "SAB VENTURES REGENCY PARK COLLECTION ACCOUNT" Account No. 698305602993, IFS Code "ICIC0006983", ICICI Bank., KalyanLokgram Branch.

1(f) In addition to the Purchase Price payable in terms of this Agreement, the Purchaser/s agrees to pay to the Promoter, GST (Goods and Service Tax) or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Goods and Services Tax and all other indirect taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/ or on the transaction contemplated herein and/ or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Promoter in relation to the sale of the Flat to the Purchaser/s as and when demanded by the Owner Promoter. As on the date of execution of these Presents, the primary tax payable in relation to the transaction by the Purchaser/s to the Owner Promoter is Goods and Services Tax. The Goods and Services Tax and all other taxes, as may be applicable, are required to be paid together with each installment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government.

4.2	Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.
6.2	The Parties agree that the Possession Date shall stand revised in the circumstances specified in Clause 6.1 hereinabove.
6.6	Upon termination under Clause 6.5.2 the Owner Promoter shall refund the Purchase Price received by them from the Purchaser/s within a period of 30 days from the date of resale by the Owner Promoter together with Interest payable thereon to be computed from the date the Owner Promoter received each installment of the Purchase Price till the date that the Purchase Price together with Interest thereon is repaid. In terms of Section 18 of RERA and upon payment of the same, the Purchaser/s shall not have any claim against the Owner Promoter in relation to the same. It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Purchaser/s under this Agreement including TDS and Service Tax, VAT, GST shall be refunded by the Owner Promoter to the Purchaser only after the refund of the same has been received by the Owner Promoter from the governmental authority and within 30 days from the date of such receipt by the Owner Promoter from the government authority.
6.7	Upon termination of the Agreement as aforesaid, the Purchaser/s shall have no claim of any nature whatsoever on the Owner Promoter and/or in respect of the said Premises and the Owner Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.
6.8	The Purchaser/s agree/s that he/she/it/they shall accept the 'aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.
14	xvi. TO PAY to the Promoter, within seven days of the demand made by the Promoter, his/her/its proportionate share of security deposit/ premium/ betterment charges/ development levies demanded by concerned local authority or Government for giving water/electricity or any other services connection to the Building;

	<p>xvii. NOT TO USE the refuge area provided in the said Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the said Building;</p> <p>xviii. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;</p>
23	<p>The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-</p> <ol style="list-style-type: none"> that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed. fencing, partition, retaining walls will not be constructed between the buildings. Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development. location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer. the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered. each building shall be maintained in good and proper condition along with the unobstructed right of access. the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Regency Park Co-op.Housing Societies Federation Ltd; and no separate conveyance will be executed in favour of any society. it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have

	<p>acquired the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,</p> <p>x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.</p>
25	<p>IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein</p>

	<p>that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "Regency Park" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said project by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "Regency Park". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house facility of the said project and the Purchaser herein along with the other purchasers will not raise any objection for the same.</p>
26	<p>It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.</p>

For M/S. SAB VENTURE

For SAB VENTURES

Partner

Date: 28/3/24

Partners