

Date: 14/06/2024

Deviation Report

Document Type: Agreement for Sale

Project Name: **"AMBER ELEGANCE"**

Project Land: Survey No- 25 (New), 91 (Old), Hissa No- 3/1, Plot "B", area admeasuring about 1225.00 Sq. Mtrs lying, being and situated at Kanchangaon- Dombivali (E), Taluka- Kalyan, District-Thane- 421201.

Promoter Name: **M/s. AMBER ENTERPRISES**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Clause 1(d) – added portion:

deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchaser/s Application for Allotment / Request for Allotment, whether payable now and/or in future and/ or those which is/ are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/ rules/ regulations, and shall be to the

account and liability of and borne and paid by the Purchaser/s alone, without any delay/ protest, including if such amounts are proposed to be deposited by the Promoters in fixed deposits, if such claims are sub-judice.

(ii) Clause 4.3, 4.4, 4.5- added portion:

4.3) The Promoters herein shall be entitled to deal with the said apartment with any prospective buyers. Delay in issuance of any reminder/s or notices from the Promoters shall not be considered as waiver of Promoters absolute right to terminate this agreement.

4.4) For whatsoever reason if the Purchasers herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Purchaser/s herein shall issue a prior written notice to the Promoters as to the intention of the Purchaser/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoters shall issue a 15 day's notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of the Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

4.5) It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoters and Purchaser/s herein terminated as stated in sub-para herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Purchaser/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall deduct 20% of the total amount of consideration received from the Purchasers and shall refund the balance amount within a period of thirty days of the termination.

(iii) Clause 6- added portion:

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchaser/s the entire amount received by the Promoters from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/she shall not have any rights, claims, etc., against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

If the Purchaser/s intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Promoters and on cancellation of the agreement he / she shall give Only 30 days period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest. The Promoters shall forfeit the 20% of the total amount received from the Purchaser/s as and by way of liquidated damages, while repaying the money paid by the Purchaser/s.

(iv) Clause 7.5, 7.6, 7.7, 7.8- added portion:

7.5) In the event of the Organization being formed and registered before the sale and disposal by the Promoters of all the flat/ premises in the Building/s, the power and authority of the Organization so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoters shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoters shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/ premises, if any. In case the Organization is formed before the disposal by the Promoters of all the flats/ premises then the Promoters shall at its option (without any obligation) join in as a member in respect of such unsold flat/premises and as and when such flat/ premises are sold, the Organization shall admit such Purchaser/s as the member/s without charging any premium/transfer fees or extra payment of any nature whatsoever.

7.6) Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

7.7) Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything

contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and permits that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/ written representations whatsoever.

7.8) Under the present Agreement at this stage while obtaining Commencement Certificate Promoters to use actual Basic F.S.I. and The TDR generated from the handing over against The D.P. Road and in future promoter to obtain Balance TDR(Transferable Development Rights) benefits, Ancillary FSI benefits, Premium FSI benefits on payment of premium on the said property and Commencement Certificate and Plans have been approved presently only on an actual F.S.I./ Basic F.S.I. and The TDR generated from the handing over against The D.P. Road of the said Property. The Promoters, however, reserve their right, to use the unutilized Floor Space Index/ any other development potential/Transferable Development Rights and the Floor Space Index/ and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation any other development potential that may become available in future in respect of the said Property and Transferable Development Rights of any other property on the said Property. For all times in future, Promoters shall be entitled to use/consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to

be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws.

(v) Clause 9- added portion:

The Promoters shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost co-operation to such ad-hoc committee till the formation and registration of the society or association or limited company.

(vi) Clause 10- added portion:

under this clause are non-refundable and non-accountable, the promoter shall not be liable to render any account of such amounts to the Purchasers or the society or Any other person or body:-

(vii) Clause 14 (vii), (ix), (xiii), (xiv)- added portion:

vii) Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

ix) necessary intimation is provided to the Promoters and no opposition therefor is sought by the purchaser/s from the Promoters for such transfer and assignment.

xiii) That the Purchaser/s shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-

performance of such obligations given specifically herein to the Purchaser/s.

xiv) That nothing herein contained shall construe as entitling the Purchaser/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/s to the Promoters in this regard.

(viii) Clause 15 (a), (b), (c), (d), (e)- added portion:

- 15 (a) The Purchaser/s has/have seen the layout of the proposed building and has/have agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
- 15 (b) THE Purchaser/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser/s.
- 15 (c) The Purchaser/s have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information.
- 15 (d) The Promoters have brought to the clear notice and knowledge of the Purchaser/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all

or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoters have brought to the notice and knowledge of the Purchaser/s that during the course of construction / development, the Promoters will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser/s is/are aware of the same and the Purchaser/s shall not raise any obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoters. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

The Promoters have also brought to the clear notice and knowledge of the Purchaser/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the promoters shall safeguard and protect the right and interest of the flat purchaser/s herein in respect of the flat agreement to be acquired by him and the Purchaser/s has/have granted his/her express for the same.

- 15 (e) Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the

Purchaser/s that it shall be at the sole and absolute discretion of the Promoters:

- a) to form a co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchaser/s to be formed and constituted.
- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- d) to decide from time to time when and what sort of document of transfer should be executed.
- e) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- f) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies and the Purchaser/s has/have clearly understood the same and shall not raise any claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

(ix) Clause 15 (f)- added portion:

- i) That as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) Fencing, partition, retaining walls will not be constructed between the buildings.
- iii) Cable / drainage / telephone lines etc., should be allowed in open space of the building undertaken for development.

- iv) Location of electric transformer/ sub-station shall be earmarked/ defined by the Architect of the Promoters.
- v) Common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoters.
- vi) 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.
- vii) Each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) It is clearly brought to the notice of the Purchaser/s herein and the Purchaser/s herein is/ are clearly made aware that the Promoters have acquired the development rights of the land as described in the First Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the co-operative 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/s herein will not create any, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

(x) Clause 15 (g)- added portion:

- (i) Presently the Promoter/s is/are carrying out the construction work on the said property in accordance with the revise plan bearing No. KDMC/TPD/BP/DOM/2018-19/0024/363 dated 29/11/2021 in respect of said property and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoter/s from time to time for further expansion, modifications and renewals during the course of

construction and till the completion of the entire scheme of construction and the Promoter/s will proceed with the construction work on the said property.

(ii) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement if floor space index from time to time as per the Development Control Regulations of the Kalyan Dombivli Municipal Corporation and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.

(iii) that they have prior to the purchaser/s acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser/s the nature and scope of construction, the land affected by roads and reservations, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and Floor Space Index under the provisions of Unified Development Control and Promotion Regulation permitted increases on all grounds as may be granted by the Kalyan Dombivli Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property following the due process of law prescribed under RERA Act and Rules and Regulations made thereunder.

(xi) Clause 15 (h), (i), (j) – added portion:

15(h) The Promoters have also shown to the Purchaser/s the entire layout of the said property along with the amalgamation of lands, further expansions thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be

used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed /constructed thereon and the Purchaser/s is/are fully aware of the same.

15(i) It is clearly brought to the notice of the Purchaser and the Purchaser/s is/are made aware that Government may impose certain taxes and levies in future and therefore the Purchaser/s herein is/are entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser/s agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Purchaser/s; then the Purchaser/s shall refund and reimburse the same to the Promoters on demand.

15(j) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and/or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the Co-operative Housing Societies or Condominium of Apartment Owners, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.

(xii) Clause 29- added portion:

The Purchaser/s shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser/s subject to the provisions of the said Act.

(xiii) Clause 32- added portion:

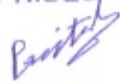
It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the purchaser/s and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The promoters reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at their sole discretion.

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **14/06/2024**. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For Promoter,

M/s. AMBER ENTERPRISES

For AMBER ENTERPRISES


Partner

Through its Partner/s/Authorized Signatory