



AAKAR INFRA TECH

Date: 03/07/2024

DEVIATION REPORT WITH RESPECT TO MODEL COPY OF AGREEMENT FOR SALE

We, **M/S. AAKAR INFRA TECH**, represented by its Partner **SHRI DHARMENDRA DEVJI PATEL**, the promoters of the building project known as "**AAKAR CELESTIAL**" situated at Plot number 91 A, Sector-15, C.B.D. Belapur, Navi Mumbai, Tal. & Dist.-Thane-400 614, hereby declare and confirm that, we have adopted the model form of Agreement prescribed under RERA. The payment schedule mentioned in the Agreement for Sale is as per RERA.

The deviation clauses bearing nos. 22 (i to xiii) & 23 incorporated in the Agreement for Sale are as under :-

22. GENERAL TERMS AND CONDITIONS

- i) The Promoter shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
- ii) The Promoter shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.
- iii) The Allottee(s) shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoter until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as



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the case may be subject however to such conditions and covenants as the Promoter may impose.

- iv) It is agreed that if one or more of such Shop/Office/Other Unit are not taken/ purchased or occupied by any person other than the Promoter at the time the Building is ready for part occupation(s), the Promoter will be deemed to be the Owners thereof until such Shop/Office/Other Unit are agreed to be sold by the Promoter. The Allottee(s) shall from date of possession maintain the said Shop/Office/Other Unit at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Shop/Office/Other Unit, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Promoter or the co-operative society or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Shop/Office/Other Unit. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.
- v) So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the taxes, Cess, assessments etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Allottee(s).
- vi) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Shop/Office/Other Unit will be in exclusive possession of the said Allottee(s) of the said Shop/Office/Other Unit and other Allottee(s) will not in any manner object to the Promoter selling the Shop/Office/Other Unit with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
- vii) The Allottee(s) shall maintain at his/her/their own cost the said Shop/Office agreed to be purchased by him/her/them in the same condition, state and Order



in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

- viii) This Agreement shall always be subject to the terms and conditions of Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
- ix) The Allottee(s) hereby agree(s) to pay to the Promoter the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by the Corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.
- x) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal body or if such Deed of Lease is already executed in favour of the Promoter and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoter in respect of the said Plot and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal body, then such premium amount shall be borne and paid by the Allottee(s) proportionately. In



order to enable such co-operative society or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee(s) hereby agree(s) and bind(s) himself/herself/ themselves to pay such co-operative society or limited company or any other legal body his/ her/ their share in such premium and/or amount payable to the Corporation in proportion to the area of the Shop/Office/Other Unit in the said building.

- xi)** The Promoter shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoter to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoter. If the Promoter has agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoter inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoter, then the Promoter shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).
- xii)** It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favor of the Allottee(s) in respect of the said Shop/Office/Other Unit, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the premises in the building and the said property which comes to the share of the Promoter. The Allottee(s) shall not interfere with the rights of Promoter by any dispute raised or court injunction and/or under provision of any other applicable law. The Promoter shall always be entitled to sign undertaking and indemnity on behalf of the Allottee(s) as required by any authority of the stamp or central government or competent authorities under any law concerning construction of building for implementation of their scheme for development of the said property.



- xiii) The Allottee(s) and the persons to whom the said Shop/Office/Other Unit is permitted to be transferred with the written consent of the Promoter, shall observe and perform byelaws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the byelaws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said Shop/Office/Other Unit is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Shop/Office/Other Unit and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

23. PROJECT NAME

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the Promoter herein have decided to have the name of the project **"AAKAR CELESTIAL"** and building will be denoted by letters or name **"AAKAR CELESTIAL"** building numbers in numerical as per sanction plan or as decided by the Promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project/buildings or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

FOR M/S. AAKAR INFRATECH

For M/s AAKAR INFRATECH

PARTNER
PARTNER