CONTINUING STABILITY

ARIHANT SUPERSTRUCTURES LTD.
CONTINUING STABILITY

Date: 20/07/2024

Deviation Report

Document Type: Agreement for Sale

Project Name: **ARIHANT AVANTI**

Project Land: All that piece and parcel of land admeasuring **5167.60** Square Meters or thereabouts forming part of the larger land admeasuring **31690.00 Sq. Mtrs.** (as per ownership document)/**31005.62 Sq. Mtrs.** (as per site) or thereabouts bearing Survey No. 57/3 Village Padale, Survey No. 18/2 Village Shil & Survey No. 109/1/A, 109/1/B & 108/2 Village Daighar, Tal- Thane, Dist- Thane- 421204

Promoter Name: **M/s. ARIHANT SUPERSTRUCTURES LIMITED**

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 2 – added portion:

The payments shall be due on average basis of work being carried out in relation to the entire building and not in relation to a particular flat's stage of construction.

(ii) Clause 3 – added portion:

The purchaser hereby acknowledges and confirms that, as per the sanctioned layout plans by the competent authority, the no. of units and the no. of parking spaces in the said project are not in ratio of 1:1 and hence, unless and until the parking space(s) is/are specifically allotted to the Purchaser herein, he/she/they shall not claim any parking space in the said project and shall

not object to the promoter's right to allot parking space to any other Allottee/s in the project.

(iii) Clause 12 – added portion:

The said project consists of recreation open space if any; is a common part of the bigger layout consisting of other phases if any; proposed to be developed by promoter in and shall be handed over on completion of all phases to the Apex body or Federation of Society. The Purchaser shall be restricted only up to the use of common space till the completion of the total project's all phases if any;. The drive ways and internal roads passing through the said project to other phases shall not be obstructed and be allowed for all purpose including construction activities and construction vehicles and machineries.

(iv) Clause 17 – added portion:

After completion of construction in all respects of the accommodation, the Promoter herein shall inform in writing to the Purchaser/s that the said unit is ready for use and occupation and on receipt of such letter the Purchaser/s shall inspect the said unit in all respects and get satisfied himself about the quality etc. of the said unit. After Purchaser/s is/are satisfied herself/himself/themselves as aforesaid, at his /her /their request, the Promoters herein shall give possession of the said unit to the Purchaser/s. Taking of possession of the flat by the Purchaser after completing all the formalities such as, full and final payment, giving indemnity, possession receipt etc., shall mean that he/she/they is/are fully satisfied about all aspects of the flat and that, he has waived all his complaints etc., if any.

(v) Clause 19 – added portion:

Even upon delivery of possession of the Said unit to the purchaser herein, the Promoters shall be entitled, without any permission from the Flat Purchaser of organization of unit holders to carry out the balance construction activities

upon the Said Property or upon the amalgamated layout of the Said Property and the adjacent property and for that purpose to provide accesses, spaces etc. through the Said Property for the adjacent unit occupants.

(vi) Clause 22 – added portion:

Without prejudice to the right of promoter to charge interest at the rate of Highest MCLR of State Bank of India plus 2% per annum calculated and compounded on monthly basis and the delayed payment on GST amount shall be calculated at the rate of 24% per annum as specified and modified from time to time under The Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and the Regulations made thereunder, hereinafter referred to as "the said Act" in sub clause 2 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)

(vii) Clause 23 – added portion:

The Purchaser here by agrees that the restating of accounts will be done each month. The statement of accounts shall be prepared. From all the total receipts, the indirect taxes, Goods and Service Tax, Service Tax, shall be deducted. The delayed payment charges shall be adjusted and the balance shall be taken as part towards the consideration of flat purchased.

(viii) Clause 24 – added portion:

The Promoter at his discretion and on request of the Purchaser, may retract his notice of termination as stated in para 22 above. In such event, the terms and conditions of this agreement shall survive and shall be valid and subsisting for all purpose. Further on such retraction by the Promoter, the purchaser agrees to pay an increased regularization fees to be calculated @

10% of total aggregate consideration amount payable under this agreement plus applicable taxes to be paid upfront on the day of regularizing to continue the agreement with same terms and conditions as stated in this agreement. This fee will be treated as separate amounts from the total aggregate consideration amount.

(ix) Clause 25 – added portion:

Provided further that the Purchaser hereby agrees, if for any reason, whether within or outside our control, the whole or part of the project is abandoned, no claim will be preferred except that the money received by the Promoter under this agreement towards consideration except taxes will be refunded without any interest within 30 days from such intimation of abandoning the project.

(x) Clause 26 – added portion:

Provided further if in any event, the Purchaser desires to cancel booking / allotment of the premises made in favor of the Purchaser. The Purchaser agrees to the Promoter by way of damages, which is calculated to be 20% of the total aggregate consideration amount of flat/unit and that the Promoter shall be entitled to deduct and /or forfeit the same from the total payments received excluding taxes and shall refund the balance amount after deduction to the Purchaser within 30 days from date of acceptance of such cancellation. This 20% shall be treated as forfeited amounts and the purchaser shall never claim of the same in future.

(xi) Clause 27 – added portion:

It is specifically agreed between the Parties hereto that the Developers shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the

Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution:

(xii) Clause 33 – added portion:

The Purchaser hereby agrees that society will be formed and new members will be added to the society and all amenities are common for all residents in the layout and for additional areas adjoining to the layout and forming a part of the layout at later stage.

(xiii) Clause 34 – added portion:

It is agreed between the parties that, the societies shall be formed comprising of buildings getting completed in phase wise manner if any;. One building one Society may also be formed as per wish and requirement. The flats having possession shall have the rights to use the club house and common facilities and amenities as made open for use by the the Promoter and the flats having possession shall have the rights to use the access to the building constructed and completed. The federation of all the societies shall be formed at the end of the project and at the end of all the phases if any. The conveyance of inseparable land of the complete layout shall be done in favor of the federation at the final completion of the complete project.

(xiv) Clause 35, 36, 37, 38, 39, 40 & 41 – added portion:

35. It is also agreed that surrounding projects of the Promoter may also be included in such federation and the existing boundary walls may be removed

and a common boundary wall for all the surrounding projects of the Promoter may be established thus thereby granting access to all the purchasers to the common amenities of surrounding projects including said project.

36. The Purchaser hereby agrees to take the possession of the unit without opposing and / or claim on any future construction work to be carried out on the same plot and shall not oppose for the inconvenience caused due to the same.

37. The Possession shall be handed over to the Purchaser on completion of construction of his flat. Services like treated water, sewerage, drinking water supply, communication lines and electricity supply all such type of civic services shall be availed from natural resources /local government body/and / or the service provider in that local area. The Purchaser is aware of the Project and location does not have proper infrastructure at present. The application shall be made by the Promoter but in case the service provider is unable to give civil services in time then the Purchaser shall rely on alternate arrangements at their own cost and the Purchasers collectively apply for the same and make any such payments as required as Developer is only selling the Goods by way of this Agreement and is not selling any services and not charging for civic facilities required. It is further agreed that the Promoter is not liable for any payment, cost or expenses for the same.

38. The water consumption is to be depended on natural resources and ground water. All Development charges are paid to concerned authority for external development, facilities and civic services. If any additional cost the flat buyers collectively have to apply for the same and make any such payment to Government Authorities or Department. It is agreed upon by the parties the promoter is not liable for any such cost and expenses.

39. The Developer is only in the capacity of a custodian of the assets known as maintenance charges, corpus and Transfer charges for the time being till the elected body of the registered society is formed and till the bank account and operations are transferred and taken over by the Body of the Society. All expenses ordered and Part by the developer on behalf of the purchaser shall not be questioned in any means and manner in future individually or collectively as Society

40. The enclosed/covered Car Parking Space under the stilt area, Podium area and open area shall not be the common area. The Promoter shall consider to allot / reserve the same to any unit members of the building as decided by the Promoter and the Purchaser shall not object to the same and all such allotment / reservation shall be recorded by the purchaser and the society thereon.

41. The Promoter shall in respect of any amount unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser.

(xv) Clause 46, 47, 48, 49 & 50 – added portion:

46. For the purpose of maintenance, the area shall be _____ Sq.ft. which includes the Carpet area and the internal wall purchased by the purchaser and the balcony area, external wall area, veranda area, exclusive terrace area (if any), the niche area, the architectural feature area, service shafts area, any projection areas to the flat and the proportionate constructed and not constructed common areas of the buildings and the project and master layout.

47. The purchaser as and when demanded by the Promoter shall pay to the Promoter, the Stamp Duty, Z.P. Tax, Registration, Property tax applicable to land and Building, Transfer charges, stamp duty, registration charges applicable to Land, Fees if any payable to the Town Planning, local authority,

or by the government, and also such other charges, penalties, escalation, which shall if at any time here in after be imposed by the Town Planning, government or local authority as the case may be hereby payable by the purchaser All the required maintenance charges on an adhoc basis in advance for 24 months to the Promoter corpus funds to the society on intimation of the amounts made due irrespective of yours taking possession or not. The Promoter shall not be liable for providing any account, details, breakup or receipts of the above mentioned expenditures. The Purchaser hereby agrees that he shall not ask for any account, details, breakup or receipts of the above mentioned expenditures.

48. The purchaser/s hereby gives his/her/their express consent to the Promoter to raise any loan against the said plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institution/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter at their own expenses.

49. No Payments would be treated as an fair payment ,if it is directly deposited, against any contract, agreement, loans and advances, debt or purchase till the consent from office received for the same. All payments are valid receipt of payments if the Promoter has issued an acknowledgment for the same.

50. It is agreed by the purchaser that the Brochure and selling and promotion materials are only for advertisement purpose and is not to be considered as a part of the agreement, the images are indicative in promotion materials and does not reflect the actual construction and final product.

(xvi) Clause 52, 54, 55, 56, 57, 58, 59 & 60 – added portion:

52. The Promoter will lodge this Agreement for registration. The Power of attorney holder of the Promoter will attend the office of the Sub-Register of Assurances and admit execution thereof after the purchaser informs the Promoter the number under which it is lodged.

54. The purchaser individually and jointly with others shall pay within ten days of demand to the Promoter towards the proportionate share which may be ascertained by the Promoter of (a) the service charges, and taxes including Collector's charges and all other outgoings that may from time to time be levied on or incurred in respect of the said property (b) the charges for the maintenance and management of the said building including wages and salaries of watchmen, lift attendant, sweeper, housekeeping agencies, bill collector and accountant (c) Electricity charges of common lights, meter pumps shall be on an ad-hoc basis and the purchaser shall be liable to pay actual proportionate taxes and outgoings. However the Promoter shall be entitled to deduct there-from and appropriate to itself any amount that may be due and payable by the purchaser to the Promoter.

55. The Purchaser is aware that the maintenance / upkeep / security / housekeeping of the complex after the possession shall be given to a facility management company as decided / appointed on specific terms and conditions by the Promoter and the Purchaser/s here by gives his/her/their express consent for the same. It is an appeal to the flat buyers that a service charge of 10% of the expenses occurred towards maintenance of building premises & basic facilities shall be levied & taken from the collection funds for the management of Maintenance till the collections & expenses are taken over by the newly formed society & managed by committee of the society.

56. The Purchaser hereby agrees that the maintenance shall be accounted separately for the areas for which the possession is given and the purchaser agrees to pay the expenses towards it irrespective of construction activities

being carried out other than completed building. The Purchaser shall not object for any inconvenience occurred due to balance constructions.

57. After the Company/ Society /Association as the case may be are formed, the Purchaser shall pay his contribution /out goings directly to the said Company/ Society/Association.

58. It is agreed by the Purchaser that the club house membership shall be granted to all family members. Guest entry shall be restricted, charged and allowed as per the policies amended from time to time and as decided by the Promoter in the interest of the use of facility and comfort to the residents of the complex and buildings.

59. It is agreed by the Purchaser that if the said flat/unit is given on rent or lease the tenants shall be given club house membership. The charges for the same shall be as per the prevailing rate and as decided from time to time. The Purchaser and his tenant shall abide by all the rules and regulations in force of the common facilities and areas and shall not object towards the same. Any vocal confrontation shall be deemed to be an action by force and shall be termed as a criminal offence, good for lodging a complaint against the offence. All perishable products have to be purchased from the club management desk.

60. The Purchaser individually or collectively as a society shall not ask for any additions or alterations to the works done and shall not ask for any additional facilities or amenities from the Promoter for the Project, Building, Society or the said premises, flat or unit.

(xvii) Clause 61, 62, 63, 64, 67, 68 & 69 – added portion:

61. The Purchaser hereby agrees that if the possession of the said premises, flat, shop or unit is not taken in the time frame prescribed by the Promoter then the Promoter shall not be liable to keep the flat or unit fresh, clean and repaint and shall not hold the Promoter to maintain the flat internally up to the date of possession by the Purchaser.

62. The Promoter shall not be liable to make payments towards the maintenance charges including electricity and water bills, service charges including property management services, security expenses, housekeeping expenses, taxes, levies, etc. for the period from the date of the first possession of any unit/flat/shop in the project. The Purchaser hereby agrees for the same. The Purchaser hereby also agrees that he shall individually or collectively as a society not claim any rebate, reimbursement, discount, contribution or any other amounts by whatever name called in part or in total from the Promoter for the above or in respect of any unsold or unused units/flats/shops/premises.

63. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused premises in the said building before or after the formation of the society. The Promoter shall, however, bear and pay the Municipal Taxes and the dues of Town Planning for the same.

64. The purchaser individually and collectively as a society agrees to coordinate with and make payments towards annual maintenance contract of all agencies and service providers of the society for its facilities like Electricity provider, Electrician, Plumber, Security, Lift Company, Telephone, Cable TV, Internet, Gardener, Housekeeping, etc. and shall not hold the Promoter liable for the same.

67. The Purchaser hereby agrees that the layout shall change to the extent the common amenities area will differ in area and design to the specified and shown in presentation and sales materials.

68. The Purchaser agrees that the name of the Project, Buildings and the Society shall be decided by the Promoter and the Purchaser individually or collectively as a society shall not alter or change the name in future. The purchaser agrees that the project shall be known as "ARIHANT AVANTI".

69. The Promoter shall not be responsible for any adhoc payments towards maintenance not received from the Flat/Shop/Unit Purchasers and it shall be the responsibility of the Society to collect the same from the members upon the formation of the society.

(xviii) Clause 70– added portion:

IT IS ALSO UNDERSTOOD AND AGREED BETWEEN THE PARTIES hereto that the terrace space adjacent to the flat, if any, shall belong exclusively to the respective purchaser of the flat/ unit. The Purchaser shall not enclose the said terrace flat/ unit unless the permission in writing is obtained from the concerned local authority. The Purchaser shall not put any temporary chajjas, sheets, awning that shall change the aesthetic look and elevation of the building then constructed. The Promoter also reserve the rights to allot a part and / or a portion of the top terrace floor level to the individual flat purchasers of the highest floor. This part and / or portion of the terrace allotted with a separate and individual access shall be a sole property of the flat purchaser of the highest floor and other purchasers shall not object to the same individually and / or collectively as an association and / or a society formed.

(xix) Clause 71– added portion:

d) The Purchaser shall pay and contribute regularly and punctually towards taxes, expenses or other out goings in accordance with the terms of this Agreement irrespective of him taking the possession or not and irrespective of him staying or not.

(xx) Clause 72, 73, 74, 75 & 76– added portion:

72. It is hereby agreed by the Purchaser that the Hydrolysis process of cement continues for a longer period of two years and the strength of cement increases. This process is exothermic in nature resulting in emission of heat shown in the form of cracks. The construction is carried out at a enormous speed, hence the given time required for settlement of Brickwork/Blockwork due to self load is very insufficient and plastering work is carried out before that period thereafter the RCC Beam / Column joints with brickwork/blockwork gets exposed and are seen as cracks. The normal period required after brickwork/blockwork is minimum of twelve months. Seeing financial expenses occurred to the Purchasers by booking during under construction; speedy construction gets the first priority. The bricks / blocks along with cement also under go expansion and contraction in different seasons of the year initially for one year after completion of work. This also leads to cracks in any portion of the wall. Again the process for repairing this is timely crack filling and repairing. The final solution for all types of cracks occurred is to do the painting and filling jobs after three years of possession. The solutions are to be carried out at Purchasers own cost and expenses.

73. The Promoter shall have the discretionary rights to use the terrace area for renting out the space in part and whole to any non-resident party of the building for any purpose such as installation of Antennas and distribution towers, Display of sign boards, billboards, hoardings and advertisement and for any other purpose. The Purchasers in individual, collectively or as

association of society shall not object to the same and shall not ask for any compensations and / or revenues towards the use of same and shall allow the respective party and their representatives access to the top terrace areas for services and maintenance of their equipment's.

74. The adjoining properties shall also form a part of the same society comprising of all owners and members of the society and the access and approach for vehicular and human movement area shall be common through each other property through approval and permission obtained for all properties may be separate.

75. The Purchaser also agrees that the part vacant properties not developed shall be the sole property of the Promoter and shall never claim solely and / or collectively for the same and allow the Promoter, his members and nominees permanent access to all such areas through the layouts and developed properties and also accept the Promoter as member of the society. The Promoter is at liberty to subdivide and carve out a separate plot from the total property.

76. The Purchaser agrees that the construction of houses in real estate sector is made by the unskilled labours and there can be an error in the making of the flat and all the finishes may not be alike and perfect in all manner. The Purchaser will not make the Promoter liable for the same.

(xxi) Schedule III – added portion:

Sr. No.	Stage of Work	Amount towards Flat Consideration In Rupees
1	On Booking	10.00%
2	On Agreement	10.00%
3	On Commencement of Work	10.00%
4	On Commencement of Stilt Slab	2.50%
5	On Commencement of 1st Slab	2.50%
6	On Commencement of 3rd Slab	2.50%
7	On Commencement of 5th Slab	2.50%
8	On Commencement of 7th Slab	2.50%
9	On Commencement of 9th Slab	2.50%
10	On Commencement of 11th Slab	2.50%
11	On Commencement of 13th Slab	2.50%
12	On Commencement of 15th Slab	2.50%
13	On Commencement of 17th Slab	2.50%
14	On Commencement of 19th Slab	2.50%
15	On Commencement of 21st Slab	2.50%
16	On Commencement of 23rd Slab	2.50%
17	On Commencement of 25th Slab	2.50%
18	On Commencement of 27th Slab	2.50%
19	On Commencement of 29th Slab	2.50%
20	On Commencement of 31st Slab	2.50%

21	On Commencement of 33rd Slab	2.50%
22	On Commencement of 35th Slab	2.50%
23	On Commencement of 37th Slab	2.50%
24	On Commencement of 39th Slab	2.50%
25	On Commencement of 41st Slab	2.50%
26	On Commencement of Plumbing of Building	2.50%
27	On Commencement of Flooring & Tiling	2.50%
28	On Commencement of External Painting	2.50%
29	On Commencement of Windows	2.50%
30	On Possession	5.00%

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 **20/07/2024**. 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. ARIHANT SUPERSTRUCTURES LIMITED

Parth Ashok Chhajer

Digitally signed by Parth Ashok Chhajer
Date: 2024.07.20 13:26:50 +05'30'

Director