

Registered office
 Shop 3A - 29, Bombay Taximens C.H.S.
 306 LBS Marg, off BKC, Kurla West
 Mumbai - 400070

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

Date: 20.05.2023

Subject: - Deviation Report on Agreement for Sale for the project Survey No. 303, Hissa No. 3 and Survey No. 304 and Hissa No. 1, bearing C.T.S. No. 124, 124/1 to 13, in all admeasuring about 1527 sq. yds., i.e., 1283.70 sq. mtrs., or thereabouts along with building then standing known as Nishat Niwas, situated at LBS Marg, in village Kurla IV, South Salsette, in the Registration District of Bombay and Sub- district of Bandra.

Modified clauses

Clause no as per our draft	Clause as mentioned in our draft
2	The Promoters under the terms and conditions of these presents shall construct or cause to be constructed 2 buildings consisting of commercial + residential known as “Emerald Castel” consists of 2 buildings being A wing and B wing, A wing Stilt + 15 upper floors and B wing stilt + 9 upper floors, in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been inspected, verified and approved by the Purchaser/s/Investor/s/Allottee with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them. The Purchaser/s / Investor/s / Allottee are aware of the same and stand duly informed for amendment of the plans. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s/Investor/s/Allottee in respect of variations or modifications which may adversely affect the said Premises of the Purchaser/s/Investor/s/Allottee except any alteration or addition required by any Government authorities or due to change in law.

5.	The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee Flat/Commercial Unit No. _____, _____ wing, _____ floor, admeasuring about _____ sq. ft., carpet area equivalent to _____ sq. ft. RERA carpet, (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures "_____" for the total consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written along with one car parking space in open / basement / stilt / stackable car parking system/ tangium / puzzle car parking system /podium (hereinafter referred to as the said "CAR PARKING SPACE/S") bearing Nos. _____ situated at _____ being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only), more particularly described in the Third Schedule hereunder written. The price of the said Premises including the proportionate price of the common areas and facilities and parking spaces are shown separately in Annexure _____ herewith annexed.
28.	If within a period of five years (5 years) from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act, subject to the same not being due to the modifications, rectifications, alterations, amendments, etc. by the Allottee/s to the said new premises, contrary to what is set out in the duly approved plans.
45.	xii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee for any purposes other than for purpose for which it is sold by the Purchaser/s / Investor/s / Allottee viz. user for any purposes other than for residential purpose in case of flat and business purpose in case of office/shop and parking purpose in case of garage/parking space. xiii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Purchaser/s / Investor/s / Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s / Investor/s / Allottee has intimated in writing to the Promoters.

Added clauses

Clause no as per our draft	Actual clause
1.	All the recitals mentioned hereinabove shall form an integral part of this Agreement as if the same are set out verbatim in the body of this Agreement.
3	The Purchaser/s / Investor/s / Allottee confirms that the Promoters then will be entitled to utilise any F.S.I. whether T.D.R. and/or any other benefits or otherwise, which may be available on the Said Property or any part thereof as the case may be. Till the construction of the existing new building is completed and the F.S.I. and/or T.D.R. and/or Fungible F.S.I. and/or any other benefits available on “the Said Property” is fully utilised by the Promoters and the amount or amounts receivable by the Promoters and all the obligations, required to be carried out by the Purchaser/s / Investor/s / Allottee herein and the other purchasers / Allottees of premises from the said Promoters are fulfilled as also till the entire project is completed, the Purchaser/s / Investor/s/Allottee/s are aware and duly acknowledge the same.
4.	The Purchaser/s / Investor/s / Allottee has / have prior to the execution of this agreement satisfied himself/herself/themselves/itself about the title of the Promoters to the said property and he/she/they/it shall not be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s/Investor/s/Allottee after execution of this agreement.
8.	In accordance with the provisions of Income Tax Act the Allottee/Purchaser/s is/are under obligation to deduct the TDS of 1% of the consideration amount and the Allottee/Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government

	Treasury and within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the Promoters.
9.	In terms of the Goods and Services Act, 2017, G.S.T. is now levyable on the sale consideration payable by the Purchaser/s to the Promoters. In compliance of the same, the Purchaser/s hereby agrees to furnish to the Promoters a Demand draft / Pay order of 5% on the said purchase price and/or any additional amount (due to enhancement in the percentage of G.S.T. by Government of Maharashtra on the said purchase price) as the case may be, in favour of the prescribed authority being the amount payable towards G.S.T. when demanded by the Promoters.
10.	The Purchaser/s is/ are aware that in addition to aforesaid amounts as per present statute, GST are leviable/applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of accompanied with the applicable Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Purchaser/s shall be liable to pay the same with interest of 2% p.m. before taking possession of the said premises. In case the said taxes are not paid by the Purchaser/s on or before taking possession of the said Flat/Unit/Premises and/or

	the said parking space, as the case may be, then in that event, the Purchaser/s hereby permits the Promoters, and the Promoters shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchaser/s. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser/s or the Promoters do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser/s, then in that event, the Purchaser shall forthwith on demand pay to the Promoters the amount payable by the Purchaser/s in order to enable the Promoters to pay the same to the concerned authorities. The Purchaser/s confirms that adjustment by the Promoters of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser/s from making payments to the Promoters to meet the short fall in or the further amounts payable by the Purchaser/s and the Purchaser/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights indemnifies and agrees to keep the Promoters indemnified for all times against any loss or damage or penalty or prosecution that may be that may be available to the Promoters).
34.	The Promoter shall, within 12 months of registration of the Society / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society/Apex body, the management, control, administration and charge in respect of the newly constructed Building.
35.	The Purchaser/s / Investor/s / Allottee shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of receipt of intimation that the said Premises is ready for use and occupation. The common expenses in respect of the said Property, shall beshared by the purchasers of units and other premises of the said building in proportion of their respective area.
40.	Notwithstanding any other provisions of this Agreement the Promoters shall be entitled to, at the Promoters sole and absolute discretion: - a. To decide from time to time when and what sort of documentof transfer should be executed in whose favour. b. Have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time. c. have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds

	things done or caused to be done by the said Purchaser/s / Investor/s / Allottee if the Purchaser/s / Investor/s / Allottee is not co-operative or unwilling to follow or observe the policy formulated by the said Promoters for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and / or propagating any message or information or things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters till the Promoters hand over the property to the society as contemplated herein. d. To decide and determine how and in what manner the infrastructure including the common utility areas and gardens and other recreational facilities to be used by the various flat purchaser may be transferred and/or conveyed/assigned/ leased. to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
41.	For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
42.	Save and Except obtaining the prior written approval of the Promoters, the Purchaser/s / Investor/s / Allottee shall not be entitled to: (i) Create or permit any charge or lien on the said Premises. For the purpose of this clause the term “lien” shall include mortgage, pledge, charge, privileges and priorities of any kind.

	(ii) Sell, mortgage, lease, surrender or otherwise howsoever alienate the said Premises or any parts thereof save and except with a prior written approval of the Promoters. (iii) Enter into any agreement or arrangement with any person or persons, institution or Government or Body for use and occupation or disposal of the said Premises or any part thereof, during the first 24 months period. Permit any merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors and / or members, if any.
44.	The Purchaser/s / Investor/s / Allottee hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s / Investor/s / Allottee of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s / Investor/s / Allottee in complying/performing his/her/their obligations under this Agreement.
45.	i. To abide by the terms and conditions of the said Common Areas and Facilities Agreement; viii. Not to change the external façade colour scheme or the pattern of the colour of the said Proposed Building; ix. Not to change exterior elevation façade or the outlay of the said Proposed Building/s; x. Not to fix any grill to the said Proposed Building/s or window except in accordance with the design approved by the said Promoters; xv. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoters, the Purchaser/s / Investor/s / Allottee hereby agrees to reimburse the same to the Promoters in proportion to the area of Flat /

	Parking space / Garage / premises etc., agreed to be purchased by him / her / them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser/s / Investor/s / Allottee. xvi. The Purchaser/s / Investor/s / Allottee shall insure and keep insured the said premises against loss or damage by fire of any other calamities for the full value thereof; xvii. The Purchaser/s / Investor/s / Allottee agrees that his / her /their / its interest in the said property and the said building is impartable and he / she / they / it shall not be entitled at any time to demand partition of his / her / their interest in the said property and/or in the said building; xviii. In case Reliance Energy / Adani Power / TATA Electricity or any competent authority requires / demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Purchaser/s / Investor/s / Allottee in proportion to the area of their respective premises agreed to be acquired by them. xix. Until the said newly redeveloped building/s is handed over as aforesaid, the Promoters will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Purchaser/s / Investor/s / Allottee along with other flats / shops / offices / garages / parking space Purchaser/s / Investor/s / Allottee and/or the co-operative society will not have any objection to the aforesaid right of the Promoters;
47.	Without prejudice to any rights of the Purchaser/s / Investor/s, the Promoters shall have a right to raise project loan, term loan with any financial institutions, banks, private equity funds, mutual funds managers and or any other institution/s and for that purpose can create equitable mortgage of the Promoters Area. The Purchaser/s/ Investor/s /Allottee hereby understood and accepts the rights of the Promoted for raising such project loan. For the said purpose, the Purchaser/s / Investor/s specifically hereby provides his / her / their affirmation for raising such project loan, save and except that such financial institution shall be intimated of the Purchaser/s / Investor/s rights, title and interest on the said Premises.
48.	The Purchaser/s / Investor/s / Allottee has: (a) The Purchaser/s / Investor/s / Allottee hereto specifically declares and confirms that they are aware that the Promoters are entitled to develop the said property and propose to develop the same;

	(b) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoter's title to the develop the Property and the said Premises prior to the execution of this Agreement and the Purchaser/s / Investor/s / Allottee doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and (c) read and understood and is fully aware of the terms and conditions of Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Promoter's Architects and the Promoter's rights, liabilities and responsibilities thereunder and in respect of the said Property and the Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s / Investor/s / Allottee that he/she/they has/have no objection to the same.
62.	The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
63.	This agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.
64.	Provided that where the Promoters agree to modify or amend the agreement, such modification or amendment shall be carried out only with the mutual consent of both the parties.
65.	This agreement together with the duly filled in Application Form, Offer letter / Allotment Letter along with the basic terms and conditions contained therein constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of

	any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an over-riding effect.
66.	Each Party shall indemnify and agrees to defend and to keep the other indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever arising out of or in connection with the said premises which are likely to be by reason of: - the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party; - acts of negligence or intentional misconduct by the Indemnifying Party; - Breach of the provisions of this Agreement by the Indemnifying Party; - Any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; failure by the Promoters Indemnifying Party to fulfill its obligations under any applicable law.
67.	If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by laws for the time being in force.

70.	The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
71.	The Purchaser/s / Investor/s / Allottee/s and/or the Promoters shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and/or the Purchaser/s and the Promoters will attend such office and admit execution hereof.
72.	The Purchaser/s / Investor/s / Allottee/s is/are aware of the provisions of law wherein service tax has been levied on construction services. The Purchaser/s / Investor/s / Allottee/s shall be bound and liable to pay such taxes if any. The Purchaser/s / Investor/s hereby agrees and undertakes to pay the same if and when becomes payable.

Thanking You,

Yours faithfully,

For Shreeji Buildcon Projects Private Limited



Mr. Ansari Shahbaz Abdul Wali

Director