



Date: 20/07/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: **LAXMINA KRISHNA NIWAS**

Project Land: Plot No.194, of Suburban Scheme III, Chembur, CTS No.1085, 1085/1 to 1085/8, Chembur Village, Kurla Taluka, Mumbai Suburban District, admeasuring in the aggregate 1033.93 square yards equivalent to 864.50 square meters or thereabouts, together with the building known as "Krishna Nivas", standing thereon, situate, lying and being at Gaothan Road No.3, Chembur, Mumbai Suburban District within the limits of Municipal Corporation of Greater Mumbai's "M" Ward.

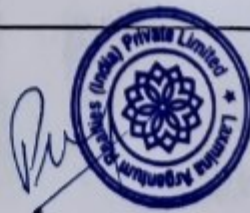
Promoter Name: **M/s. LAXMINA ARGENTUM REALTIES (INDIA) PRIVATE LIMITED**

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 3(a) – added portion:

PAYMENT SCHEDULE	Percentage of Payment
Earnest Money	10%



At the time of Execution of Agreement for Sale	20%
On Completion of Plinth	15%
On Completion of 1st Slab	3%
On Completion of 2nd Slab	2%
On Completion of 3rd Slab	2%
On Completion of 4th Slab	2%
On Completion of 5th Slab	2%
On Completion of 6th Slab	2%
On Completion of 7th Slab	2%
On Completion of 8th Slab	2%
On Completion of 9th Slab	2%
On Completion of 10th Slab	2%
On Completion of 11th Slab	2%
On Completion of 12th Slab	2%
On Completion of Brickwork of Walls, Electrical Work, Internal Plaster, Door Frames, Waterproofing U.G. Tank & Overhead Tank	10%
On Completion of Flooring, Window Frames, Plumbing & External Plaster & Lifts	10%
On Completion of Painting Work, Lobby Work Installation of Stack Parking.	5%



On Possession	5%
TOTAL	100%

(ii) Clause 8 – added portion:

The Allottee/s, if Resident Outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act., 1934, ('RBI Act') and Rules and Regulations made thereunder or any Statutory Amendment(s), Modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her/ their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/ they shall/ will be liable for any action under the Foreign Exchange Management Act, 1999 or any other laws as applicable, as amended from time to time.

(iii) Clause 9 – added portion:

At the request of the Allottee, the Promoter hereby permits the Allottee, to use ___-___ Car Parking Space within the said Housing Project. The Allocation of this space shall be done on handing over Possession of the said Apartment at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated/shall be



allocating other covered Car Parking Spaces to other Allottees of the Apartments in the said Housing Project and undertakes not to raise any objection/ claim in that regard & the rights of the Allottee to raise any such objection shall be deemed to have been waived. The Allottee has been permitted to use __-__ Car Parking Space in the said Housing Project, therefore his/ her/ their proportionate share/rights in the Open Car Parking Spaces provided by the Promoter in the said Housing Project shall be deemed to have been waived. The Allottee hereby further warrants and confirms that the Allottee shall, not permit the Co-operative Housing Society/Legal Body to alter or change the allocation of covered car parking spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Apartments in the said Housing Project.

a). The Allottee shall keep the Car Parking Space for his/ her/ their exclusive use and shall not alter the same in any manner. The Allottee shall also use the allocated Car Parking Space for Parking the Motor Vehicle only and shall not park his/ her/ their Vehicle in any space except for the Allotted Car Parking Space. The Allottee shall not be allowed to allot/ transfer/ let-out said Car Parking Space to any outsider/visitor, i. e., other than the Allottee of said Apartment.

b). The Open Car Parking Spaces in the said Housing Project would be allocated by the Promoter/ Co-operative Housing Society as per the provisions of Maharashtra Co-operative Housing Society Act, 1960 by following fair and transparent process in this regard to such Apartment Allottees, who have not been allocated Covered/Stack Car Parking Space in the said Housing Project.

(iv) Clause 13 – added portion:



The Promoter has paid the Scrutiny Fees, Development Charges, Open Balcony Charges, miscellaneous charges and Security Deposit Charges to the Competent Authority under the Maharashtra Regional and Town Planning Act, 1966 in pursuance of the amended provisions of Section 124A to 124L of the said Act, to the Municipal Corporation under the provisions of the M.R.T.P, ACT, 1966 as described in the recitals in these presents. It is hereby agreed by and between the parties hereto that in case the Promoter is successful in securing any refund of any sum paid as above referred charges, the Promoter shall alone be entitled to get the same and the Allottee will not be entitled to claim the benefit of any such refund.

(v) Clause 14(d) – added portion:

That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this Agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the Cancellation Deed with the Sub-Registrar without any recourse to the Allottee, at the cost of the Allottee. In case of Termination of this Agreement, the Promoter may forfeit up to **20%** of Agreement Value from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within **Ninety (90)** Days of Termination. Further, the Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the Government namely GST, Stamp Duty, Registration Fees and Legal Charges, etc. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon Termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in their absolute discretion think fit. However, in case Allottee



challenges such Termination before any Authority, then Promoter shall be entitled to hold the refund till conclusion of such dispute.

(vi) Clause 16 – added portion:

a). The Total Consideration above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of G.S.T, Value Added Tax, Service Tax and Cess or any other similar Taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the Possession of the said Apartment.

b). In the event, the Allottee deducts Tax at Source (TDS) from the total consideration, the Allottee shall pay the Tax deducted to the Government and deliver the relevant TDS Certificate, relating to each payment as per the provisions of the Income Tax Act, 1961.

c). The Allottee hereby also agrees that in the event of any amount by way of Premium, Security Deposit or Fire Cess, Betterment Charges or Development Tax or Security Deposit for the purpose of obtaining Water/ Electric/ Cable Connection for the said Building or any other purpose in respect of the said Building or any other Tax or payment of a similar nature is paid to Municipal Corporation and/or any other Authority or becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to Promoter proportionately with respect to the said Premises and in determining such amount, the decision of Promoter shall be conclusive and binding upon the Allottee.

d). The Promoter shall not render to the Allottee, any separate account of the collection made from him/her/ them towards the



outgoings and/or expenses incurred in respect of the said Premises and/or towards Building Utility and Maintenance Charges as aforesaid, however a consolidated Audited Account shall be shared with the Organization (formed). The rendition of consolidated account to the organization and settlement of such account shall discharge the Promoter of their responsibility to refund taxes, excess, if any, out of such collections made from one or more of Allottee and/or recovering deficit, if any, from one or more of them, the Allottee as Member of the Organization shall make up and adjust amongst themselves their respective accounts. The Allottee shall not make any grievance or take any objection whatsoever to the consolidation of all receipts and expenses in respect of the different Premises in the said Building as aforesaid.

e). It is agreed between the Promoter and the Allottee that the liability to pay Value Added Tax (VAT), Service Tax, L.B.T., Works Contract Tax, Goods & Service Tax, etc., and/or any other taxes/impositions, levied or leviable by the Central and/or State Government or any local, public or statutory bodies or Authority on the transactions recorded in this Agreement for Sale and any increases therein including, interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof shall be borne and paid by the Allottee alone and the Promoter shall not be liable or responsible for the same. Accordingly, the Allottee hereby agree/s to pay such amount of tax including interest and/or penalty and/or incidental charges and cost, if any, in respect thereof within 7 (Seven) Days from the demand made on him/her/ them, by the Promoter in writing, raising any dispute, contention or objection whatsoever. The Allottee shall indemnify and keep the Promoters fully indemnified in respect of such claims/ statutory dues and/or interest and/or penalty and/or other incidental charges and costs, if any, or delayed payment or non-payment on the part of the Allottee.



f). All taxes, dues, cess, outgoings due and payable in proportion to the said Premises or Ancillary Areas or Common Area and Facilities and in the manner as set out hereinabove shall be borne and payable by the Allottee, including any increase thereof from time to time.

g). The Allottee shall 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 Premises by the Allottee for any purposes other than for purpose for which it is allotted/sold.

h). The Promoter shall not be liable to pay any Maintenance or Common Expenses in respect of the Unsold Premises in the said Building. The Promoter shall, however, bear and pay the Municipal Taxes and dues of Municipal Corporation for the same.

i). The Allottee hereby undertakes to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the Municipal Corporation and/or Government Authorities and/or other Public Authority.

j). The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Municipal Corporation/ Town Planning Authority at the time of sanctioning the said Plans or thereafter and shall, before handing over Possession of the Premises to the Allottee/s, shall obtain Occupancy Certificate and/or Completion Certificate from the Municipal Corporation of Greater Mumbai/ Town Planning Authority in respect of the said Building.

(vii) Clause 18 – added portion:



d). Use of Premises: The Allottee shall use the said Apartment or any part thereof or permit the same to be used for purpose of residence and/or permitted professional activities. The Allottee shall neither claim any exclusive right, title or interest on his/ her/ their proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such limited Common Area attached to his/ her/ their said Apartment.

(viii) Clause 18(e) – added portion:

(ii). Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure of the said Apartment of the said Building which shall include but not limited to columns, beams etc., or in fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, Water Supply connections or any erection or alteration in the Bathroom, Toilet and Kitchen and any changes like shifting of Walls, Doors, Windows & their Grills, Bedrooms, enclosing of Balconies, extending Rooms, Changing Floors & Flooring Tiles, which may result in seepage of the water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The specifications and designs of the Grills of all Windows of the said Apartment shall be provided by the Promoter and the Allottee shall not install/ fix any other designs of the Grills in their allotted Apartment, without consent of the Promoter. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter, and shall not mean defects caused by normal wear and tear & by negligent use of Apartment by the occupants, vagaries of nature, etc.



(iii). That it shall be the responsibility of the Allottee to maintain his/ her/ their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/ her/ their Apartment are regularly filled with White Cement/epoxy to prevent water seepage.

(iv). It is agreed by and between parties that the Promoter shall not be bound to carry out any extra additional work for the Allottee in the said Apartment or in the project and no such application/request will be accepted/entertained by the Promoter.

(v). Further, where the manufacturer Warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ Building. And if the Annual Maintenance Contracts are not done/ renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same.

(vi). That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all Equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

(vii). That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of Apartment/ Building includes minor hairline cracks on the external and internal walls excluding the RCC Structure which happens due to variation in temperature of more than 20°C and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated



Surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/ Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

(ix) Clause 19 – added portion:

The Promoter hereby declares that the Promoter would be entitled to put up Sign Boards, Signage and Neon Sign Boards displaying their name in any part of the Project, like Terrace, Common Area and Garden, etc. The said Board would be maintained by the Promoter at their own cost. The said Board would not contain any information which is false or misleading. The Allottee shall not raise any objection to the said Board or create any nuisance or hurdle in putting and maintaining said Boards. The said Board/ Signage shall not be removed under any circumstances.

(x) Clause 22 – added portion:

a). All unsold and/or unallotted Apartment(s)/ Premises(s)/ Unit(s), Areas and Spaces in the Building/ Residential Complex, including without limitation, Parking Spaces and other Spaces in the Stilt and anywhere else in the Building and Project Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall Possession of such unsold and/or unallotted Apartment(s)/ Premises(s)/unit(s)/ Parking Spaces and shall be entitled to enter upon the Project Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

b). The Promoter shall, without any reference to the Allottee, Co-operative Housing Society/Legal body be at liberty to sell, let, sublet, sell/ transfer/ assign/ mortgage/ dispose of or otherwise deal



with in any manner whatsoever all such unsold and/or unallotted Apartment(s)/ Premises(s)/ Unit(s)/ Parking Spaces and Spaces therein, as they may deem fit. The Promoter shall be entitled to enter in separate Agreements with the Allottees of different Premises in the Building on terms and conditions decided by the Promoter in their sole discretion and shall without any delay or demur enroll the new Allottee as Member/s of the Co-operative Housing Society/ legal body/ Legal bodies. The Allottee and/or the Co-operative Housing Society/Legal body shall not claim any reduction in the total consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay/contribute any amount on account of non- occupancy charges or for any other charges/ fund provided for under the Bye-Laws, Rules and Regulations or Resolutions of the Co-operative Housing Society/ Legal Body.

c). The Allottee or Society shall not be entitled to demand any transfer charge for the transfer of unsold Apartment by the Promoter to prospective Allottee/s.

d). The Promoter shall also be entitled to Car Parking reserved for the unsold Apartments and the Society or Allottee shall not stake claim on such Stilt Parking, if any.

e). The Promoter shall be entitled to Mortgage the unsold Apartments of the said Project with the Financial Institutions without any separate NOC from Society or the Members of Society and/or legal body.

f). The Promoter is entitled to all the rights of being a Member of Society, i.e, right to attend Meeting, right to Vote in the Meeting, etc.



g). The Promoter shall not be liable to pay any Maintenance or Common Expenses in respect of the unsold Premises in the said Building. The Promoter shall however, bear and pay the Service Charges payable to the Municipal Corporation of Greater Mumbai at actual in respect of the unsold Apartments in the said Building. As and when such individual Apartments are sold to the Allottee, at the choice and discretion of the Promoter the new Allottee or the Promoter shall not be charged any premium or any other extra payment or any Entrance Fee or any such amounts by the common Organisation of the Apartment Allottee/s.

(xi) Clause 23 – added portion:

1). The Promoter and the Allottee also agree to the following:

a). The Allottee shall be permitted/ allowed to commence interior works in the said Apartment only upon obtaining Occupancy Certificate/ Part Occupation Certificate and Possession Letter from the Promoter and after making all payments as per this Agreement. Prior to carrying out the interior works in the said Apartment, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

b). Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee, is harmful to the said Apartment or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.

c). The Allottee will ensure that the debris from the interior works shall be dumped in an Area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and



no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.

d). The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Apartment or the Building.

e). All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.

f). If during the course of carrying out interior works, any workmen or residents sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/ her/ their own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.

g). During the execution of interior works, if any of the Allottee's contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then, the said contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Apartment and the Building. Further, the Allottee shall be responsible for acts of such persons.

h). The Allottee shall extend full co-operation to Promoter, their agents, contractors to ensure good governance of such interior works.



i). The Allottee shall ensure that common passages/walkways/lifts and any other common Areas are not obstructed or damaged during the course of carrying out any works or thereafter.

(xii) Clause 25 – added portion:

k). The Allottee shall permit the Promoter and their Surveyors and Agents, with or without Workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the state and condition thereof.

(xiii) Clause 32 – added portion:

The Apartment Allottee/s shall not be entitled to sell and/or transfer his/ her/ their rights, title, interest and benefits under this Agreement to any Third Party, without obtaining NO OBJECTION CERTIFICATE from the Promoter. The Promoter will issue such NO OBJECTION CERTIFICATE to the Allottee/s for transferring the rights, title, interest and benefits of this Agreement for the said Apartment only on payment of the Administration Charges is paid to the Promoter. The Allottee/s shall not be entitled for the issue of NOC unless and until all dues are paid in full.

(xiv) Clause 38 – added portion:

The Allottee has purchased the said Apartment as an Investor. The Allottee intends to sell the said Apartment within a period of One (1) Year from the date of this Agreement. In the event the said Apartment is sold within One Year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015, subject to payment of all dues and arrears, if any, payable to the Promoters. Without prejudice to the Allottee's right as an **"Investor"**, the Allottee may



continue to hold the said Apartment like any other Allottees, if he/she/ they do not/ does not sell it within One (1) Year.

(xv) Clause 42 – added portion:

This Agreement overrides all earlier correspondence and documentation and in case of any difference and contradictions with any earlier document/s executed, the provisions of this Agreement shall prevail.

(xvi) Clause 43 – added portion:

The Allottee agrees and acknowledges that the show Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc., provided thereon are only for the purpose of show casing the Apartment and the Promoter is not liable/ required to provide any furniture, items, electronic goods, amenities, etc., as displayed in the Sample Apartment, other than as expressly agreed by the Promoter under this Agreement.

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 **20/07/2023**. 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. LAXMINA ARGENTUM REALTIES (INDIA) PRIVATE LIMITED

(Authorised Signatory)

