GARODIA NAGAR MAHAVIRDHAM CO-OPERATIVE HOUSING SOCIETY LTD.

Regd. No. Bom / HSG / 4671 of 1975

PLOT NO. 48-51, GARODIA NAGAR, GHATKOPAR (EAST), MUMBAI-400 077.

Date _____

Date: 21/04/2023

DEVIATION REPORT

Document Type: Agreement for Sale

Project Name: GARODIA NAGAR MAHAVIR DHAM CHS LTD.

Project Land: Plot nos. 249/2/1/48, 249/2/1/49, 249/2/1/50 and 249/2/1/51, Garodia Nagar, Ghatkopar (East), Mumbai – 400 077

Promoter Name: GARODIA NAGAR MAHAVIR DHAM CHS LTD.

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:

All taxes, levies, duties, cesses, charges (whether applicable/payable now or become applicable/payable in future) including but not limited to service tax and/or value added tax (VAT) and/or TDS and/or Goods and Services Tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), Development charges, Development Cess, Labour Cess and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Statutory Charges") in respect of the said Premises and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable shall be borne and paid by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges

as decided/quantified by the Promoter shall be binding on the Allottee/s. The Allottee/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Promoters, of the applicable TDS (Tax Deducted at Source), if any, in respect of these presents and/or the Total Consideration. The Allottee/s hereby indemnifies/indemnify and keep/s indemnified the Promoters against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Promoters for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee/s in respect.

ii. Clause 4.2 and 5 Added portion:

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination against the Allottee/s executing and registering requisite Deed of Cancellation and returning original of this

Agreement duly cancelled. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoters of the termination clause and accordingly thereafter Promoters shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Premises to any third party upon such terms and conditions as may be deem fit by the Developers. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Premises by the Developers.

5. The liquidated damages shall include: (i). 10% of the amount of Entire Purchase Consideration, (ii). interest on any overdue payments, (iii). brokerage paid to channel partners/brokers, if any, (iv). any amount paid by the Developers/Promoters to any of the Government Authorities in respect of this agreement allotment of said Flat to the Allottee/s including stamp duty, registration charges, GST or any other taxes paid to any authorities. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above the balance amount if any shall be refunded to the Allottee/s in the manner stated above and that too simultaneously upon Allottee/s executing and registering the Deed of Cancellation of this Agreement and handing over original of this Agreement. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Developers/Promoters' right to forfeit and refund the balance to the Allottee/s and the Developers/Promoters' right to sell/transfer the said Flat and/or car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Flat and/or any part or portion thereof and/or Car park(s) and/or the Building/ Project and/or the said Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers/Promoters in any manner whatsoever. The Allottee/s

acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

iii. Clause 12 (xi) Added portion:

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of parking vehicle.

iv. Clause 15.1 Added portion:

The Promoter shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the building and on the façade, terrace, compound wall or other part of the Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites as may permitted by the said Society.

v. Clause 15.3 Added portion:

Irrelevant of the stage of redevelopment, the Promoter shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoter and the new Allottee/s in this regard.

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 21/04/2023. 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,

GARODIA NAGAR MAHAVIR DHAM CHS LTD.

Authorized Signatory

For Garodia Nagar Mahavir Dham C.H.S. Ltd.

Hon. Secretary / Hon. Treasurer / Hon. Chairman