

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 25/08/2023

Subject:- Deviation Report on Agreement for sale the project named EMPIRE STELLA located at CTS NO 1133 VILLAGE- EKSAR, TALUKA- BORIVALI, SITUATED AT I.C. COLONY, CROSS ROAD NO. 03, MUMBAI – 400103

Deviation Clause

Clause no as per our draft	Actual clause
2.	2.9) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions; 2.10) A day, month or year means a day, month or year, as



	the case may be,reckoned according to the Gregorian Calendar; and 2.11) Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on thenext Business Day																																	
5.2	5.2 The Allottee hereby agrees to pay to the Promoters the Consideration in the following manner: <table><tr><th colspan="3">PAYMENT SCHEDULE</th></tr><tr><th>STAGES</th><th>MILESTONES</th><th>% OF FLAT VALUE</th></tr><tr><td>1</td><td>ON BOOKING</td><td>30%</td></tr><tr><td>2</td><td>On completion of Plinth</td><td>15%</td></tr><tr><td>3</td><td>On completion of 1st RCC Slab</td><td>5%</td></tr><tr><td>4</td><td>On completion of 3rd RCC Slab</td><td>5%</td></tr><tr><td>5</td><td>On completion of 5th RCC Slab</td><td>5%</td></tr><tr><td>6</td><td>On completion of 7th RCC Slab</td><td>5%</td></tr><tr><td>7</td><td>On completion of 9th RCC Slab</td><td>5%</td></tr><tr><td>8</td><td>On completion of the walls, internal plaster, floorings doors and windows</td><td>5%</td></tr><tr><td>9</td><td>On completion of the external plumbing and external plaster</td><td>5%</td></tr></table>	PAYMENT SCHEDULE			STAGES	MILESTONES	% OF FLAT VALUE	1	ON BOOKING	30%	2	On completion of Plinth	15%	3	On completion of 1st RCC Slab	5%	4	On completion of 3rd RCC Slab	5%	5	On completion of 5th RCC Slab	5%	6	On completion of 7th RCC Slab	5%	7	On completion of 9th RCC Slab	5%	8	On completion of the walls, internal plaster, floorings doors and windows	5%	9	On completion of the external plumbing and external plaster	5%
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	10	On completion of Sanitary fittings, staircases, lift wells	5%
	11	On completion of the lifts, water pumps, electrical fittings	10%
	12	On Possession	5%
		Total	100%

5.9 The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.

5.11 1.1 The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes



	delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay an excuse for non-payment of any instalments / dues to Promoters within stipulated time as per the payment in Clause 5.2 above. The right of the Promoters to receive the Consideration shall be superior to the right of the Bank that shall provide the aforesaid financial assistance/loan to the Allottee. By granting the loan, it shall be deemed that the Bank has understood and acknowledged the superior right of the Promoters.
8.6	It is agreed between the Promoters and the Allottee that if there are changes in laws or changes in the circumstances by virtue of which the proposed building plans cannot be executed as they were, the Promoters shall be entitled to modify such plans and all such modifications/ changes after intimation to the Allottee.
8.9	The Allottee hereby agrees that, subject to the terms of the Development Agreement entered into with the Society and all supplemental writings that may be executed in respect thereof from time to time, the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Promoters, who shall have the right and be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may desire and deem fit in



	their sole and unfettered discretion and that the entire consideration and income received and/or derived by the Promoters in respect thereof shall be the absolute property of and belong to and be appropriated solely by the Promoters, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Allottee. The Allottee shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the ground of the Promoters making additional construction or any other ground whatsoever.
8.10	If for any reason(s), the Promoters are not in a position to allot the. Apartment due to revision of the building plans or for any reasons whatsoever beyond the control of Promoters, the Promoters may consider for an alternative Apartment and in case of failure to do so, the Promoters shall refund only amount paid (after deducting selling expenses incurred), without any interest however subject to deductions of taxes paid by the Allottee as per the relevant provision of the relevant act and Promoters shall not be liable for payment of any compensation on this account whatsoever. Refund of monies paid towards taxes shall be as per the applicable provisions of the scheme opted by Promoters on the date of cancellation. Should the Allottee not be interested in the alternate allotment then the Allottee shall intimate the Promoters of his/ her/ their non-acceptance within 30 (thirty) days of the dispatch of the intimation from Promoters failing which it will be presumed that Allottee has accepted the offer of alternate allotment
11.9	Allottee, transferee and allottee(s) of the Apartments in the additional construction that may be carried out, shall be admitted as and made members of the said Society, with the same rights, benefits and interests, depending on whether the Allottee is the allottee of a residential apartment, subject to payment of share application money, membership fees and subject to the same conditions, duties, liabilities and obligations as stated herein. The Allottee expressly recognizes confirms, agrees and consents to the Promoters rights, benefit and



	interests as aforesaid and to what is mentioned hereinabove in this clause and the Allottee, shall not raise any objection or dispute in respect thereof.
12.6	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 and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.
12.7	The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/ Unit/ Wing/ Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.
14.6	So long as each Apartment in the said Building is not being separately assessed for municipal taxes and water charges, the Allottee shall pay to the Society a proportionate share of the municipal tax, water charges and all such relevant charges applicable assessed by the MCGM in respect of the said Building, the Common Areas and Amenities of the said Property. Such proportion shall be determined by the Society on the basis of the area of the Apartment. However, for the purpose of determining such proportion, the area of the unsold Apartments shall not be taken into account.
16.2	v. Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/ transferee. The Allottee shall indemnify and keep indemnified the Promoters against any action, loss, damage or claim arising against Promoters for non-payment of such stamp duty and requisite charges. vi. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoters. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/ transfer



17.4	The Promoters may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the consideration and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as maybe decided by Promoters. The Promoters may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
17.12	17.12 The occurrence, happening or existence of any of following events shall be considered as the “Developer’s Event of Default” - (i) Failure of the Promoters to give Intimation to take Possession to the Allottee by___from the date of execution and registration of this Agreement subject to ForceMajeure; or (ii) Breach by the Promoters of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forthin this Agreement.
24.	<u>24. STAMP DUTY AND REGISTRATIONCHARGES</u> 24.1. The full ad-valorem stamp duty in accordance with the MaharashtraStamp Act,1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne



and paid by the Allottee/s alone in full. The Promoters will lodge this Agreement for registration with the Office of the concerned Sub- Registrar of Assurances at Mumbai latest within 1 (one) month from the date of its execution, and the Allottee shall attend the Sub-Registrar's Office and admit execution thereof, upon and after the Allottee informs the Promoters of the number under which it has been lodged for registration. In case of a Deed of Cancellation being executed, the stamp duty and the registration charges shall be payable by the Allottee alone. In case of the Deed of Cancellation, the Allottee shall be entitled to claim the refund of the stamp duty amount paid in respect of the Apartment (if any)

24.2. The Allottee shall pay the amount of GST and/or sales tax and/or vat levied, any other tax made payable on the sale of the said Apartment, by whatever name called and/or leviable and/or becoming payable now and/or becoming payable at anytime hereafter on the Apartment and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act, Goods and Services Tax and/or any other tax statute.

For M/S EMPIRE REALTY

For EMPIRE REALTY


Partner

Partner

Date: 25-08-2023

