

GYAN S. P. DEVELOPERS

To,

MahaRERA Authority

Mumbai

Subject: Deviation with respect to Model Copy of Agreement for our project Gyan Gold Crest

I, Mr. Nikhil Gyanprakash Shukla, Partner of GYAN S. P. DEVELOPERS LLP (REFERRED TO AS "DEVELOPERS/ PROMOTER") having our registered office at 1 TO 4, FLOOR - MZ, 95, SHUKLA BHUVAN, MUMBA DEVIROAD, TAMBAKATA PYDHONIE, MUMBAI 400 003 do hereby declare and state that we have kept out agreement for sale for Gyan Gold Crest project similar to the MahaRERA Model form of agreement except for the following clause which has been added in the agreement for sale which is mentioned as follows:

Clause No.	Page No.	Clause
8	13-14	On the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developer/Promoter under this Agreement (including his/her proportionate share of amounts / expenses levied by the concerned local authority) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Developer/Promoter shall be entitled to at the option of Developer/Promoter, to terminate this Agreement in which event the consequences hereinafter set out shall follow: (a) The Allottee/s shall cease to have any right or interest in the Premises or any part thereof;

GYAN S. P. DEVELOPERS LLP.

1 to 4, SHUKLA BHAVAN, 95 Mumbadevi Road, Tambakata, Mumbai - 400 003.

(b) The Developer/Promoter shall be entitled to sell and transfer the Premises at such price and on the terms and conditions to such other person or party as the Developer/Promoter may in its absolute discretion deem fit, without any recourse to Allottee/s;

(c) The Developer/Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Developer/Promoter as aforesaid after deducting therefrom:

(i) an amount equivalent to 10% of the total consideration as liquidated damages and which amount shall stand forfeited, which the Allottee/s agrees, confirms and acknowledges, constitutes a reasonable, genuine and agreed pre-estimate of damages that will be caused to the Developer/ Promoter, and that the same shall be in the nature of liquidated damages and not penalty;

(ii) the taxes and amounts, if any, due and payable by the Allottee/s in respect of the Premises upto the date of termination of this Agreement;

(iii) the amount of interest payable by the Allottee/s to the Developer/Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid the amounts as may be deducted by the competent

		authority by way of stamp duty and/or registration expenses thereof on cancellation / termination of this Agreement; (iv) In the event of the said resale price being less than the purchaser price mentioned herein, the amount of such deficit. (d) The Developer/Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Developer/Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Tax, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Premises. The Allottee/s agrees that receipt of the said refund by cheque from the Developer/Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s the post or encash/s the cheque or not, will amount to the said refund. Provided always that the power of termination herein before contained shall not be exercised by the Developer/Promoter unless and until the Developer/Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect
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		of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days after receiving of such notice. Provided that if the Developer/Promoter do not receive any such reply or response from the Allottee/s to comply with the terms mentioned in this clause in that case it is deemed to be considered that the Allottee/s have constructive notice of the same and in that case the agreement entered by the Allottee/s will be terminated and it shall have no force of law.
18	21-28	18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit/Apartment/s situated in the said Project may come, hereby covenants with the Developer/Promoter as follows:- 18.1. To maintain the Unit/Apartment/s at the Allottee's own cost, in good and tenantable repair and condition, from the date when possession of the Unit/Apartment/s is taken and shall not do or suffer to be done anything in or to said Building in which the Unit/Apartment/s is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the Unit/Apartment/s is situated and the Unit/Apartment/s itself or any part thereof without the consent of the local authorities, if required. 18.2. Not to store in the Unit/Apartment/s any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of said Building in which the Unit/Apartment/s is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of said Building in which the Unit/Apartment/s is situated, including entrances of said Building in which the Unit/Apartment/s is situated and in case any

damage is caused to said Building in which the Unit/Apartment/s is situated or the Unit/Apartment/s, on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

18.3. Not to do or suffer to be done anything to said Building entrance, canopy, which may be against the rules, regulations or bye-laws of concerned local or any other concerned authority.

18.4. Not to encroach upon the external and/or internal ducts/void areas attached to the Unit/Apartment/s by constructing permanent and/or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc.

18.5. To carry out at his/her/their own cost, all internal repairs to the Unit/Apartment/s and maintain the Unit/Apartment/s in the same condition, state and order in which it was delivered by the Developer/Promoter to the Allottee/s and shall not do or suffer to be done anything in or to said Building in which the Unit/Apartment/s is situated or the Unit/Apartment/s which may be contrary to the rules and regulations and bye-laws of the concerned local authorities or other public authorities. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authorities and/or other public authorities.

18.6. Not to demolish or cause to be demolished the Unit/Apartment/s or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit/Apartment/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the Unit/Apartment/s is situated and shall keep the portion, sewers, drains

	and pipes in the Unit/Apartment/s and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit/Apartment/s is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit/Apartment/s without the prior written permission of the Developer/Promoter and/or the Apex Society or the Limited Company. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C. slabs or any structural members. The Developer/ Promoter has informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire said Building and any modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the said Building, which may lead to serious implications not only to the Unit/Apartment/s but to the said Building / structures to be constructed on the Larger Property. The Developer/ Promoter has also informed the Allottee/s that any such act on the part of the Allottee/s will make him/her/them criminally liable/ punishable under the relevant provisions of law. The breach of this condition shall cause this Agreement to ipso facto come to an end and the earnest money and all other amounts paid by the Allottee/s to the Developer/ Promoter shall stand forfeited and the Developer/ Promoter shall be entitled to deduct from the balance payments made by the Allottee/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Allottee/s to compensate for the damage so caused and the Allottee/s hereby consents to the same. The decision of the Developer/ Promoter in that regard shall be final and binding upon the Allottee/s who shall not dispute the decision of the
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Developer/Promoter in this regard.

18.7. Not to put or keep signboards and / or any object outside the windows of the Unit/Apartment/s.

18.8. Not to use any location of all designated refuge areas in said Building for storage of goods or placement of Outdoor Unit/Apartment/s (ODU)s and/or any such personal usage at all.

18.9. Not to affix or put any dish antenna outside the Unit/Apartment/s or change the position of Air conditioning condenser Unit/Apartment/ss installed in the Unit/Apartment/s or any of their accessories, which has the possibility to spoil the exterior elevation of the Unit/Apartment/s and the said Building. The Allottee/s can put additional Air Conditioning condenser Unit/Apartment/s/s only after taking written permission of the Developer/Promoter.

18.10. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Property and the said Building in which the Unit/Apartment/s is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

18.11. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit/Apartment/s in the compound or any portion of the Developer/ Promoter and in the said Building in which the Unit/Apartment/s is situated.

18.12. That no portion of the said Project shall be damaged due to carrying of goods and/or material while carrying out interior work in the Unit/Apartment/s. In case such damage has been caused for whatsoever reasons, the Allottee/s shall repair the same and/or restore the said damaged portion at his/her/their costs, charges and expenses.

		The Allottee/s will not claim any amount towards the repairs and/or restoration work from the Developer/ Promoter. If the Allottee/s fails to restore and/or repair the damages and if the Developer/ Promoter is required to carry out repairs and/or restoration thereof, the Allottee/s shall be liable to reimburse the expenses and/or costs, charges and expenses thereof to the Developer/ Promoter. 18.13. The Allottee/s will not extend windows (aluminum sliding windows and doors) and/or change the original size of the window which will damage the Unit/Apartment/s or any part thereof, or at any time make any addition or alteration thereof which will cause damage to the said Building and outside colour scheme of said Building in which the Unit/Apartment/s is situated and the Allottee/s shall not install any safety grills outside the window and other areas so that the elevation of the said Building is maintained. The Allottee/s shall not change the material, colour, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Unit/Apartment/s. 18.14. To pay to the Developer/ Promoter within 15 (fifteen) days of demand by the Developer/ Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project in which the Unit/Apartment/s is situated. 18.15. 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 Unit/Apartment/s by the Allottee/s for any purposes other than for the purpose for which it is sold. 18.16. The Allottee/s shall not let, sub-let, transfer,
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		assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit/Apartment/s until all the dues payable by the Allottee/s to the Developer/ Promoter under this Agreement are fully paid up. 18.17. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Unit/Apartment/s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit/Apartment/s in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. 18.18. Till a conveyance of the Project Property and the said Building in which the Unit/Apartment/s is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Developer/ Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof. 18.19. That the dry and wet garbage shall be separated by the Allottee/s and the wet garbage shall be treated separately on the Project Property by the residents/occupants of the said Building in the jurisdiction of MCGM.
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18.20. That the Allottee/s shall indemnify and keep the Developer/Promoter indemnified of, from and against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.

18.21. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighboring or the remaining wings/buildings/ common areas etc. of the remaining portion of the Project Property unless specifically agreed and consideration dispensed by the Allottee/s to the Developer/ Promoter in this regard.

18.22. That the Parking Space/s allotted for use to the Allottee/s shall be used only for the purposes of parking and that the Parking Space is designed and made for use of parking a vehicle.

18.23. The Allottee/s has/have been made aware and confirms that the construction of the Club House/Fitness Centre and other common amenities on the Project Property may not be completed/it may not be operational by the Possession Date and that the use and enjoyment of the Club House/Fitness Centre may not be simultaneous therewith and may be at such later date. Further, the allottee/s of Unit/Apartment/s hereby agrees and undertakes not to make any claim/s, demand/s for any right, title or interest in Club House/Fitness Centre and limited common areas and facilities of the Project Property or any part thereof or undertake or initiate any action for the use of the Club House/Fitness Centre and limited common area and facilities of the Project Property.

18.24. The Allottee/s confirms that he/she/they are informed by the Developer/Promoter that the sale consideration payable by him/her/them includes the

		proportionate cost of common areas. The Allottee/s has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area and the Proportionate area of Common Areas in terms of the plans provided thereto. 18.24.1. The Allottee/s agrees that if any portion of the Project Property is acquired or notified to be acquired by the Government, or by any other public body or authority the Developer/Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory FSI or all other benefits which may be permitted in lieu thereof up to handing over the Project Property and the said Building to the Society. 18.25. The Allottee/s shall not be entitled to any rebate and/or concession and / or any other advantage from the Developer/Promoter on the ground that the Developer/Promoter or any other ground whatsoever for making additional construction or in the price at his / her / their Unit/Apartment on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the said Building or buildings or structures or on account of any advertisement hoarding and/or facilities for disk Antenna / Satellite transmission / distribution / facilities put up on the Project Property and/or the said Building as long as such additions, alterations do not adversely affect the Allottee/s rights and occupation of the Premises. 18.26. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Allottee/s in respect of the Premises, the Developer/Promoter shall be at liberty to sell, transfer, assign, mortgage or otherwise deal with or dispose off the Developer/Promoter's right, title and interest in the Project Property/said Building and/or the Unit/Apartment or any part thereof or
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open land surrounding the said Building.

18.27. The Allottee/s and the persons to whom the Premises is let, sub-let, transferred, assigned or given possession of (after obtaining prior written permission of the Developer/Promoter) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developer/Promoter and/or the society may require for safeguarding the interest of the Developer/Promoter and/or the Other flat / shop / garage / parking space/open space etc., holders in the said Building.

18.28. In the event of the Allottee/s attempting to and/or disposing of the Premises or any part thereof to any persons or party (without obtaining the prior written consent of the Developer/Promoter and or the Society) this Agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the Allottee/s to the Developer/Promoter under this agreement shall be refunded to the Allottee/s without any interest save and except the earnest money which shall stand forfeited and the Allottee/s shall hand over vacant and peaceful possession of the Unit/Apartment to the Developer/Promoter forthwith.

18.29. The Allottee/s or his/her permitted transferee and/or transferees and/or nominees shall not change the user of any of the Premises from residential purposes to any other purposes at any time in future.

18.30. The Developer/Promoter and its Architects, Structural Engineers, Project engineers, surveyors, contractors employees, employees of the contractors and any other authorized or licensed person/s shall have a right to enter and/ or occupy any area including common areas to carry out the developmental work till the completion of the entire

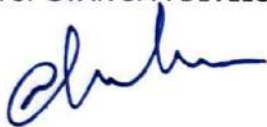
		project. 18.31. The Allottee/s or any other person/s claiming through the Allottee/s and/or members of the society shall have no right to object to or obstruct or stop the movement of the vehicle, men and materials (related to construction or otherwise) to be carried over in the said Building even after the construction has been completed and the Developer/Promoter has handed over the Project Property to the respective Societies, till the construction of the other additional buildings are completed and/or the said entire Project Property has been fully developed. Before entering into this Agreement, the Developer/Promoter has put the Allottee/s to the Notice of the aforesaid facts and the Allottee/s hereby accord his / her / their informed consent for the same. 18.32. The Allottee/s shall have no claim, save and except in respect of the Premises for which he has entered into an Agreement for Sale. All the common area, staircase, lobbies, etc. will remain the property of the Developer/Promoter, till the possession of the Project Property has been handed by the Developer/Promoter to the respective Societies. However, the Allottee/s will have a right to use the common area till the time the entire building and underneath land is transferred in favour of the society. 18.33. The Allottee/s hereto specifically declares and confirms that they are aware that the Developer/Promoter are entitled to develop the Project Property and propose to develop the same. 18.34. The Allottee/s has: (a) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Developer/Promoter's title to the develop the Project Property and the Premises prior to the execution of this Agreement and the Allottee/s
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	doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and (b) read and understood and is fully aware of the terms and conditions of Development Agreement, the said writings, Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Developer/Promoter's Architects and the Developer/Promoter's rights, liabilities and responsibilities thereunder and in respect of the Project Property and the said 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 Premises to the Purchaser/s relying on the assurance and declaration of the Allottee/s that he/she/they has/have no objection to the same. 18.35. The Allottee/s represents and warrants that: (i) He / She / They / It has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be; (ii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties; (iii) None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.; (iv) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her /them / it;
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		(v) No execution or other similar process is issued and/or levied against him / her /them / it and/or against any of his / her /them / it assets and properties; He / she /they is not of unsound mind and/or is not adjudged to be of unsound mind; (vi) He / she / they / it has not compounded payment with his / her /their / its creditors; (vii) He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months. The Developer/Promoter consider the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this agreement in reliance of the same.
24	29	24. Any delay or indulgence shown by Developer/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Developer/Promoter.
25	30	It is specifically agreed and understood by and between the Parties hereto that the Developer/Promoter are / may become in future entitled to develop neighbouring plots of land and may develop those plots together with the present property. The Allottee/s hereby confirms that the Developer/Promoter shall be entitled to amalgamate the above-mentioned neighboring plots with the Project Property. As a result, the common benefits and amenities of layout / amalgamated plot shall be shared by the Allottee/s herein along with the other Flat Purchasers of the larger Layout (including the said property) and there shall be a common Right of Way for the flat acquirers in the other Building/s to be constructed on the larger Layout (in the adjoining

		plots) and permissible for such premises acquirers and their assigns and agents, visitors and other persons to access and enter the Project Property from the main road thereto. Before entering into this Agreement, the Developer/Promoter have put the Allottee/s to the Notice of the aforesaid facts and the Allottee/s hereby accord his / her / their informed consent for the same.
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For GYAN S. P. DEVELOPERS LLP



Nikhil Gyanprakash Shukla
Designated Partner
DIN: 07635799

Date : 03/12/2023