To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 23/11/2023

Subject:- Deviation Report on Agreement for sale the project named **VASUPUJYA DARSHAN** CTS No. 68/C/3A admeasuring 2652.40 as per FSI consumption and 2860.13 sq. meters as per deemed conveyance area located at village Valnai situated at Shankar Lane, Kandivali (West), Mumbai- pin code - 400067

Deviation Clause

Clause no as per our draft	Actual clause
1	1. **RECITALS:** The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
3	3. **FLATS/SHOPS TO BE ALLOTTED TO SOCIETY MEMBERS :** The Allottee/s hereby confirm that the Promoters are liable to hand over **55** Flats/Residential Premises to the Member of the society in lieu of the Members and the Society granting Development Right to the Promoter pursuant to the above recited Development Agreement.
4(iv)	The Allottee/s hereby covenants with the Promoter that the Allottee/s shall make the payment towards Goods and Service Tax 5 % of the Sale Consideration amount and it was mutually agreed that amount in respect of Goods and Service Tax shall be paid by the Allottee/s and the said payment is made by Allottee/s to the Promoter separately along with the Schedule of payment of the Sale Consideration. The said payment shall be made as per the Schedule annexed in the Annexure 14.

4(viii)	(viii) On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
4(ix)	(ix) If the Allottee/s enters into any loan / financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 4 and Clause 18 below (which will not absolve Allottee/s of its responsibilities under this Agreement).
4(x)	(x) The Promoter shall be entitled to securities the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons, including banks/financial institutions, and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
4(xi)	(xi) The Allottee/s shall deduct 1% tax deducted at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt/Certificate evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.
6	**6. TIME IS ESSENCE OF CONTRACT :** (i) Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s which are listed in the Third Schedule hereunder written. (ii) Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.
7	**7. PRESENT FSI :** The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the said land and the building as per the terms and conditions of Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital X above and as depicted in the plans, proformas and specifications at

	"Annexure -15" hereto and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
8	8. PROBABLE FSI : The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project on the said Land (by utilization of the full development potential) in the manner more particularly detailed at Recital AA above and as depicted in the layout plans, proformas and specifications at " Annexure -15" hereto and the Allottee/s has agreed to purchase the said Premises based on theunfettered and vested rights of the Promoter in this regard. It is further clarified that the Promoter hereby declares that the FSI as on date in respect of the said Property is 8100.02 Sq. mtr. only and Promoter plans to utilize further F.S.I the Allotte/s of the Apartment/premises shall be entitled only to F.S.I. consumed in construction of the said Apartment purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said Property, building/s, etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned, shall be subject interalia to the aforesaid reservation
9(iv)	Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 9 (ii) (a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee/s committing three defaults of payment of the instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by courier

	/ e-mail / registered post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to forfeit 10% of the Sale Consideration ("**Forfeiture Amount**") as and by way of the agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car parking space/s in the manner it deems fit and proper.
13	13. <u>USABLE PURPOSE :</u> The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of **Residential**. The Allottee/s shall use the parking space/s only for the purpose of parking vehicle/s.
14	14. <u>MEMBER OF EXISTING SOCIETY :</u> (i)Since the present Real Estate Project is redevelopment project and therefore society is already formed and all the Allottee/s of the respective flat and shop purchasers shall be impleaded as the member of the said Society as per norms laid down. (ii) For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or Membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft / final bye-laws of the Society, as may be required by the Registrar of Co - operative Societies or any other Competent Authority. (iii) The name of the Society shall remain same as GK Nagar No. 2 Co-Operative Housing Society Limited. (iv) The Society shall admit all Allottee/s of flats and premises in the said Building as Members, in accordance with its bye-laws. (v) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Real Estate Project, if any. Post execution of the Society Transfer, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings,

	deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises). (vi) Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. (vii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing,drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society and its Members / intended Members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.
15	**15. REIMBURSEMENT TOWARDS DEPOSITS :** The Allottee/s shall, before the delivery of possession of the said Premises in accordance with Clause **11(iv)** above, deposit the amounts with the Promoter as provided in Statement of reimbursement towards deposits annexed hereto as **"Annexure 16"** The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.
17	17. **LOAN AND MORTGAGE :** (i)The Allottee/s shal be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of an such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee/s under this Agreement. (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. (iii) The agreements and contracts pertaining to such loan and

	mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee/s under this Agreement. (v)In the event any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance / support as may be required under applicable law. (vi)If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. (vii)The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Apartment/Premises and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However if Allotttee had seek loan from any financial institutions/banks etc., against the security of the said Premises/Flat/Shop after prior consent/approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentionedherein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the Promoters towards the consideration amount) with the Promoters towards the said Premises/Flat/Shop and to that extent, so as to clear the mortgage debt (viii) In the event, if the Allottee/s fail to exercise to clear the debts of the financial institution or bankers in such event the Allottee/s has granted deemed consent to the Promoter to deal with any intended buyer and that intended buyer make directly clear the bank dues and make balance consideration amount payment to the Promoter and for any such nature of transaction the Allottee/s shall not have any objection.
18(ix)	ix.At the time of the execution of the Society Transfer, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
19(xi, xii & xiii)	(xi) In the event Allottee/s intend to sell, transfer and / or dispose of th said Unit and / or his/her/their benefits under this Agreement post expiry of a period of 12 months from the date of this Agreement / Scheduled Date, Allottee/s agree and confirm that Allottee/s shall not directly sell, transfer, assign, lease, sub-let, license and / or alienate and/or otherwise deal with or dispose the said Unit / rights

	and / or benefits under this Agreement or through a broker without first approaching the Promoter (who shall have a right of first refusal with respect to the said Unit) and after the Promoter has refused to exercise his right of first refusal with respect to the said Unit in writing, Allottee/s shall after obtaining the Promoter's prior written consent be entitled to sell, transfer and / or dispose of the said Unit and on the conditions that: (i) Allottee/s have paid to the Promoter all amounts (including Total consideration payable till the date of intended transfer) in respect of the Unit (including all costs, charges, expenses, taxes, VAT, GST, service tax, losses and / or damages etc. as applicable) and duly paid the Stamp duty and costs for registration of the Agreement, (ii) Allottee/s is/are not in breach of any of the terms and conditions of the Agreement to Sell. The Promoter shall not charge any transfer fees with respect to the first transfer or sale of the said Unit. (xii)The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be mad from time to time for the protection and maintenance of the said Building and the said Premises 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement; (xiii) The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works; and
20	**20. TECHNICAL REPRESENTATION :** The Allottee/s hereby represents and warrants to the Promoter as follows: i. He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants , etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants, etc. contained herein; (ii)He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up or dissolved, as the case

	may be; and (iii) He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (six) months
23	**23. ENCUMBRANCE FREE PREMISES:** a. The Allottee/s agrees and confirms that the Promoters in the event have obtained any project loan for the sale component from any financial institution/bank by way of mortgage/charge/securitization of the said Project and or receivables, if any, accruing or likely to accrue therefrom, subject to the said premises (as defined herein below) being made free from any encumbrance at the time of execution of this agreement in favour of the Purchaser(s); b. The purchaser agrees and confirms the Promoters in the event have obtained any project loan for the sale component from any financial institution/bank then prior NOC may be obtained from the such financial institution/bank before executing the sale agreement;
27	27. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE** ALLOTTEE/S / SUBSEQUENT ALLOTTEES : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.
40 (ii to v)	(ii)Any reference to the singular shall include the plural and vice-versa; (iii) Any references to the masculine, the feminine and/or the neuter shall include each other; (iv)The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it; (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
40(viii	(vii) References to a person (or to a word importing a person) shall be construed so as to include: (a) An individual, firm, partnership, trust, joint venture, company, corporation, bodycorporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity); and (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.
Annexure 14	Milestone | Percentage Within 30 days | 10%

		Agreement	20%
		Completion of Ground	5%
		Completion of second Slab	4%
		Completion of fourth Slab	4%
		Completion of sixth slab	4%
		Completion of eighth slab	4%
		Completion of tenth slab	4%
		Completion of twelfth slab	4%
		Completion of fourtheenth slab	4%
		Completion of sixteenth slab	4%
		Completion of eighteenth slab	4%
		Completion of terrace slab	4%
		Completion of unit's flooring	4%
		Completion of unit's electric & plumbing	4%
		Completion of terrace water-proofing	4%
		Installation of Elevators	4%
		Completion of paving of common area	4%
		On intimation of possession	5%
		Total	100%

For M/S CHANDRAKOSHA KONSTRUCTION PRIVATE LIMITED

FOR CHANDRAKOSHA KONSTRUCTIONS
PRIVATE LIMITED

DIRECTOR

Director

Date:23/11/2023