OMKARA INFRATECH

BUILDERS & DEVELOPERS

309, Corporate Corner, Next To Dalmia College, Sunder Nagar, Malad(W), Mumbai - 400 064.
Contact No. –9821639023, 7045863393, email- omkarainfratech@gmail.com

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date :- 20/12/2023

Subject:- Deviation Report on Agreement for sale the project named OMKARA UNCHAI located at F.P. no 539, TPS III, borivali west, Mumbai 400092.

Deviation Clause

<table>
<tr><th>Clause no as per our draft</th><th>Actual clause</th></tr>
<tr><td>5</td><td>The Allottee/Purchaser has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to that Developer the balance amount of Rs. _____/- (Rupees _____ Only) alongwith GST at applicable rates in the following manner mutually agreed :
Agreed Payment Plan
<table>
<tr><th>Sr.No.</th><th>Description</th><th>Amount</th></tr>
<tr><td>1</td><td>Booking Amount</td><td>15%</td></tr>
<tr><td>2</td><td>Plinth</td><td>15%</td></tr>
<tr><td>3</td><td>1st Slab</td><td>5%</td></tr>
<tr><td>4</td><td>2nd Slab</td><td>5%</td></tr>
<tr><td>5</td><td>3rd Slab</td><td>5%</td></tr>
<tr><td>6</td><td>4th Slab</td><td>5%</td></tr>
<tr><td>7</td><td>5th Slab</td><td>5%</td></tr>
<tr><td>8</td><td>6th Slab</td><td>5%</td></tr>
<tr><td>9</td><td>7th Slab</td><td>5%</td></tr>
<tr><td>10</td><td>8th Slab</td><td>5%</td></tr>
<tr><td>11</td><td>9th Slab</td><td>5%</td></tr>
<tr><td>12</td><td>10th Terrace Slab</td><td>5%</td></tr>
</table>
</td></tr>
</table>

		13	Brickwork	4%
		14	Plaster	4%
		15	Internal Finish	4%
		16	Internal Painting	4%
		17	On Possesion	4%
			Total	100%

11	1. The Purchasers are aware that the Transaction under these presents is for allotment of premises to the Purchaser in the building to be constructed by the Promoters on the said property. The Consideration fixed under these presents is exclusive of payment of statutory charges or levies including service taxes, Vat, tax/levy under Works Contract Act/Sales Tax by any authority or authorities of Government or Semi Government. The Purchaser alone shall in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including service taxes, service charges betterment/development/infrastructure charges, sales tax payable under works Contract Act, etc. if so, levied by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same. The Promoters shall not be bound to accept payment of any instalment unless the same is paid alongwith service tax/VAT/GST applicable etc.
15	**Payment through Loan/financing arrangement, if availed :** a. If the Allottee/Purchaser 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 5** and **Clauses thereinafter** and the availment of any such loan will not absolve Allottee/Purchaser of its responsibilities under this

Agreement.

b. In the event, the Purchaser being desirous of obtaining finance from any bankers or financial institutions so as to purchase the premises under these presents, the Purchaser shall be entitled to do so only after obtaining prior written consent from the Developers and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance/loan and the Purchaser shall apply for and obtain such finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

c. It is further agreed and understood that in the event of the Purchaser having obtained sanction of loan/finance, Purchaser shall inform in writing to the Promoters of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by cheque (crossed/Account payee)/Pay order/RTGS/NEFT directly in the name of the Promoters and shall be handed over personally to the Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Purchasers herein shall not bind the Promoters as having received such loan/finance on behalf of the Purchaser.

	2. It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement of failure in payment/disbursement of the balance consideration payable by the Purchaser to the Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount alongwith interest, so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay the amount so due and payable to the Developers from his/her/their own source of income. The Developers shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/ Financial Institutions.
16	The Allottee/Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

17	Any delay tolerated or indulgence, shown by the Developers in enforcing the terms of this agreement or any forbearance of giving of time to the Allottee/Purchaser . by the Developers shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser or shall the same in any manner prejudice the rights of the Developers.
28	3. **Application for Membership of Society :** a. Subject to Allotee making payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall from time to time sign and execute the writing/application to enable the Allotee for his/her/their membership and the Allottee/Purchaser along with other Allottees/Purchasers of Flats in the building shall join in the **SAUJANYA CHSL** and for this purpose the Allottee/Purchaser shall from time to time sign and execute the **application for registration and/or membership** and the other papers and documents necessary for becoming a member, including the byelaws of the Society and duly fill in, sign and return to the Developer within **7 (seven) days** of the same being forwarded/intimated by the Developer to the Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority. b. The Society shall admit all purchasers of flats and premises in the Real Estate Project as members. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the

	Allottee/Purchaser shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
29	**Proportionate outgoings, maintenance and other charges :** a. Within **15 days** after notice in writing is given by the Developer to the Allottee/Purchaser that the Flat is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights/electricity charges, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. **b.** Until the affairs of the Society are handed over to the Managing Committee of the Society, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Developers, whose decision in this regard shall be final and binding upon the Allottee/Purchaser. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit. d.The Purchaser/s undertakes to pay such provisional monthly contribution and proportionate share of outgoings for a period of **3 (three) months** in advance and shall not withhold the same for any reason whatsoever. If the

	Purchaser/s fails to pay the monthly contribution within time the Developers will be entitled to claim interest. It is expressly clarified that the above stated amount does not include Property Tax.
31	d.That it shall be the responsibility of the Allottee/Purchaser to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their flat are regularly filled with white cement/epoxy to prevent water seepage. e.Further where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/Purchaser, the Developer shall not be responsible for any defects occurring due to the same.f.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, and fittings 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 flats and the common project amenities wherever applicable.g.That the Allottee/Purchaser has been made aware and that the Allottee/Purchaser expressly agrees that the regular wear and tear of the unit/building/phase/wing 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 structural defects and hence cannot be attributed to either bad workmanship or

	structural defect.
32	j.The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;
33	a. not to keep any goods, things, display boards or any material, antennas for TV/Internet or other such or articles outside the said Flat or in any manner encroach the lobby or corridors, put weather sheds or obstruct open space of the building or any part thereof or obstruct free ingress and egress to the building or adjoining Flat and not to erect any divider, wall or structure that may divide or encroach the open space appurtenant to the said Building. l. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society may adopt 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 Flats 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/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually

towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

In the event Allottee/Purchaser would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Free Sale Plot, then the Allottee/Purchaser shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;

b. The Allottee/Purchaser shall indemnify and keep indemnified the Developer towards/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/Purchaser.

c. Not to interfere, obstruct or object to the Promoters installing or permitting to install other facilities as they may desire and to cooperate with them.

d. To sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Promoters for effectually carrying out intention of the parties including to enable the Promoters to complete the project as contemplated under these presents.

e. The Purchaser shall either independently and/or jointly with other Purchaser/s comply with, fulfil, observe and perform all obligations and covenants on his/her/their part contained under these presents.

f. The Allottee/Purchaser shall not cause any damage to the lifts, staircases, common passages or any common facilities or any

other parts of the said Building including the said Premises;

g. To pay all amounts agreed or liable to be paid by the Allottee/Purchaser pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee/Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee/Purchaser and shall keep the Developer indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Developer by reason of non-payment non-observance and/or non-performance thereof;

h. **Provision regarding Air-conditioner, Painting, Display Board, Hanging Clothes, Grills etc. :**

i) to install Air-conditioner/s only in the space/s provided in the said flat for the same. If the Allottee/Purchaser desire to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said flat or be required to be affixed/installed outside the said flat, then the Allottee/Purchaser shall install/affix the same only after obtaining the Developer's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter in respect of the same.

ii) not to do or carry out any painting, decoration or other work to the exterior of or outside the said flat, without the prior written permission of the Promoter.

iii) not to affix/install any sign, name or display boards, or any

	hoardings, or neon lights in or about the said building and/or in any part of the said building, without the prior written permission of the Developer. Iv)not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony or terrace/s of or appurtenant to the said flat or any side of the building or above the parapet of railing level within the said flat. Not to put any plants/pots/flower pots or some other such things which require watering and to be maintained. The idea in prohibiting the above is that the water seeps through pots etc. and spoils the wall and its colour.
34	All out of pocket costs, charges and expenses including the registration charges of and incidental to this agreement and service tax, vat (if applicable), GST, etc. shall be borne and paid by the Allottee/Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be paid by the Allottee/Purchaser. If the Allottee/Purchaser fails to pay the above costs, expenses, taxes etc. then the Developer shall adjust the said sum with the amounts already received from the Allottee/Purchaser towards the basic cost of the flat/premises.
35	4. The Allottee/Purchaser agrees to comply with all the terms and conditions of any order, scheme, permission, objection etc. that may have been granted and/or which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits. The Allottee/Purchaser s agree to sign and deliver to the Promoter before and after taking possession of the Flat/premises all writings, papers, documents, applications, undertakings, etc. as may be necessary or required by the

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	Promoter to put the intention of the parties as reflected herein into complete effect.
37	b.Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein. c. The Developer shall be entitled to securitize the Sale Price payable by the Allottee/Purchaser under this Agreement (or any part thereof), in the manner permissible by law, 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 payable by the Allottee/Purchaser under this Agreement or any part thereof. d. Upon receipt of such intimation from the Developer, the Allottee/Purchaser shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

For **M/S. OMKARA INFRATECH**

For Omkara Infratech

Proprietor

Partner

Date:20-12-2023