YASHVI CORPORATION

BUILDERS & DEVELOPERS

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

Date: 12/12/2023

Subject: Deviation Report on Agreement for sale the project named Chidakash CTS No.1005, 1005/1 to 6 of S.S-iii, of village Chembur, 16th road, Chembur (east) Mumbai - 400071.

Deviation Clause

Clause no as per our draft	Actual clause
1.	1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :- i. Amount of Rs. _____ (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs. _____ (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs. _____ (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the

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1 & 2 Ground Floor, Building No. 4, Kandhari Colony, 2nd Road, Chembur (E), Mumbai - 400 071
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slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____ (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____ (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____ (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____ (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____ (Rupees _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate

1(i) The Allottee shall pay to the Promoter the corresponding installment of the said consideration at the intervals and in the manner set out herein. In the

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	event, the Allottee deduct/s Tax at Source ("**TDS**") from the said consideration, the Allottee shall pay the tax deducted to the government and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to each payment as per the provisions of the Income Tax Act, 1961 to the Promoter. 1(j) The Allottee confirms and undertakes to pay each and every installment of the said consideration on their respective due dates without any delay or default, time being the essence of the contract. The Allottee agrees and confirms to pay the said consideration and all such amounts, which become due or payable by the Allottee under the provisions of this Agreement by Account Payee demand draft/pay order payable or RTGS to the Promoter at Mumbai or as per the instructions of the Promoter.
3.2	The Allottee acknowledges that, prior to entering into this Agreement, the Promoter has informed the Allottee that the Promoter intends to submit revised plans for the said Property and the New Building modifying and altering the sanctioned plans and that consequent thereto the New Building may consist of additional floor(s). Subject to the Promoter obtaining consent of allottee/s as per provisions of the said Act, the Promoter shall be entitled, either by himself or through his nominee/s, to construct and complete the said additional floor(s), on the New Building as he may desire in his absolute discretion without any interference or objection or dispute by Allottee. The Promoter is fully entitled to use and consume the entire FSI in respect of the said Project Land and / or which may be available at present or in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Project Land or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form. The aforesaid FSI is also deemed to include FSI in respect of staircase, passage, lift, stilt, etc. of the New Building. It is specifically agreed between the parties hereto that if anytime hereinafter

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	there is any increase in FSI available in respect of the said Project Land, the Promoter shall be entitled to utilize the Excess FSI in terms of this Agreement and subject to the Promoter obtaining consent of allottee/s as per provisions of the said Act, the Promoter shall be entitled to utilize and consume such excess FSI on the said Project Land by constructing and by making additions to the New Building by raising one or more floors and/or by constructing additional buildings/structures on the said Project Land so as to avail of the full FSI, as may from time to time, be available.
3.3	Subject to the Promoter obtaining consent of allottee/s as per provisions of the said Act, the Promoter shall be entitled to develop the said Project Land, by acquiring Fungible FSI, Premium FSI, TDR benefits for use with respect to the same and/or generating TDR with respect to the same. The Promoter shall be entitled to all the benefits arising out of the development of the said Project Land including but not limited to FSI, Fungible FSI, Premium FSI, TDR benefits and/ or any other benefits which may be available and/or become available at a later date, without being accountable to the said Allottee in any manner whatsoever and shall be at liberty to develop the said Project Land in any manner whatsoever. It is expressly agreed and understood between the Parties hereto that the Promoter shall be at liberty to develop the said Project Land in any manner whatsoever including but not limited to merging, amalgamating, clubbing and/or by subdividing the said Project Land as the case may be with any other property/ development scheme and/or as an integrated / phase wise development, as the case may be.
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 his own option, may terminate this Agreement: Provided that, Promoter shall give notice of 15 (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 his 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

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	breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the 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 the Promoter as stated herein) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter without any interest. Upon such refund/ offer to refund, the Promoter shall be at liberty to dispose off / sell and / or deal with in any manner whatsoever the Apartment to such person(s) and at such price as the Promoter may in his absolute discretion deem fit, without any further act or consent/reference to the Allottee and the Allottee shall have no right, title, interest, claim, demand and / or dispute of any nature whatsoever against the Promoter and / or with respect to the Apartment, the New Building or any part thereof. Provided further that upon termination of this Agreement in terms of Clause 4.2 hereinabove, the Promoter shall be entitled to forfeit a sum equivalent to 20 % (twenty percent) of the said consideration for the Apartment as mentioned hereinabove in Clause 1 (a) as liquidated damages.
9.1	The Allottee along with other allottee(s)s of Apartments in the New Building shall become the member of the Society or Limited Company, as the case may be, and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to Allottee, so as to enable the Promoter to register the same with the Society or Limited Company, as the case may be.

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17.1	The New Building shall always be known by the '**CHIDAKASH**' and such name shall not be changed at any time in future without the prior written permission of Promoter and/or the Society.
17.2	The Promoter shall at all times have the sole control and full authority in respect of all matters concerning the said Project Land and the New Building and further constructions and completion thereof and in particular, the Promoter shall have absolute authority and control as regards the unsold built up and /or unsold built up space including flats, stilt car parking spaces, covered car parking spaces in the said Project Land and the New Building and the disposal thereof and the right to determine the consideration for which the same is sold or disposed of, as also the entitlement of any further FSI/TDR in terms of the Development Agreement dated 30th June, 2005 and this Agreement. The Promoter shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of their choice or to use in such manner as they may deem fit any of the unsold premises including flats, stilt car parking spaces, covered car parking spaces and open car parking spaces and to receive consideration, but the Promoter and/or his heirs, executors, administrators or assigns shall be liable to pay all rates, taxes, cesses, assessments and outgoings in respect of such unsold premises
17.3	The Promoter shall be free to construct on the said Project Land, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Project Land and to build underground and overhead tanks, structures for watchman, cabin, toilet units for domestic servants/watchmen, septic tanks, soak pits, satellite cable, television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, the locations of which are not particularly marked or shown in the New Building plans or layout plans and lay in, through or under or over New Building and /or the said Project Land, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rain-water harvesting arrangement, tube well and other devices etc., belonging to or meant for the New Building which is to be developed and constructed by the Promoter on the said Project Land. The Allottee shall not interfere with the said rights of the Promoter or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever. The Promoter shall always be entitled and the Allottee hereby expressly authorize(s) it to sign on behalf of the Allottee any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of the New Building or for implementation of its scheme for development of the New Building. The MSEB/Adani may require that, a space for a sub-station be provided to them on the said Project Land and the Promoter shall be entitled to execute necessary documents in this connection. The

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	Allottee shall not raise any objection or obstruct the putting up and construction of the electric sub-station and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full co-operation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.
17.4	The Promoter shall be at liberty to sell, assign, transfer and/or otherwise deal with his right, title and interest in the New Building. Provided that such sale / assignment / transfer, etc. does not in any way affect or prejudice the right of the Allottee in respect of the Apartment.
17.5	The Promoter shall, in respect of any amounts remaining unpaid by the Allotee under the terms and conditions of this Agreement, have a first lien and charge on the Apartment

For M/S YASHVI CORPORATION

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Proprietor

Date: 12/12/2023