



SAMARPAN HOMES & DEVELOPERS

Office : Shop No. 1 & 2, Swayambhu Residency, Kasturba Road No. 2, Opp. BMC Hospital, Borivali (East),
Mumbai - 400 066. Mobile : 93214 61391

✉ samarpan2017@yahoo.com / info@samarpanhomes.com 🌐 www.samarpanhomes.com

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Date : 23/11/2023

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

Subject:- Deviation Report on Agreement for Sale of Flat/Units in building being constructed on land bearing CTS No. 2455, 2455/1 to 18 admeasuring 1934 sq. meters and admeasuring 2009 sq. mtrs. as per property card (including road set back area admeasuring 556 sq. mtrs.) and that net plot area is 1453 sq. mtrs., of Village Eksar, Taluka Borivali, Mumbai Suburban District, situated at Rokadia Lane, Mandapeshwar Road, Borivali (W), Mumbai – 400 092

Dear Sir,

:

This is to inform you that following are the deviations from the model form of Agreement for Sale.

Recital O, R to W, X to AA, GG, II, Para 2(e), 2.1, 3, 7.2, 7.3, 13 (i) to (viii), 13(ix) & (xi), 14(i) to (x), 16, 18 to 20, 22 to 34 remain unchanged.

Following paras have been modified:

Para no	
P	AND WHEREAS the Promoter is in possession of the project land
Q	Q. AND WHEREAS the Promoter has proposed to construct on the project land a building consisting of Ground Floor consisting of Shops + _____ podium floor + ____ upper Floors
V	AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies

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V	AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card, IOD & CC showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A1', 'A2', 'B1' and 'B2', respectively
BB	AND WHEREAS the Promoter has accordingly commenced construction of the New Building to be popularly known as "OM SHRI JAGANNATH" in accordance with the said proposed plans
DD	AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. (Herein after referred to as the "Said Apartment" and more particularly described in the Second Schedule hereunder written) on floor in ____ wing in new building to be popularly known as "OM SHRI JAGANNATH" being constructed on the Project Land
FF	AND WHEREAS, the Parties relying on the aforesaid confirmations, representations and assurances, Promoters have agreed to allot to the Allottee/s the Said Apartment at the price and on the terms and conditions as hereinafter appearing
HH	Words added: "Annexed hereto as <u>Annexure " _____ "</u> is a copy of Registration certificate issued by the MahaRERA"
JJ	The parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing as follows
2	1. The Promoter shall construct the said building/s to be popularly known as "OM SHRI JAGANNATH" consisting of ground with shop and stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. The plan annexed hereto is tentative and the Promoter shall be entitled to make such changes and modifications therein as they may desire and



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	deem fit and proper. The Allottee/s hereby confirms having understood the aforesaid facts and rights and entitlements of the Promoter and shall not object, dispute or create any hindrance during the course of development of the said project. The Promoter are entitled to exercise the rights and entitlements under the provisions of D. C. Regulation and BMC ACT and other concerned statutes, in accordance with the provisions of the "Said Act".
2.a(i)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat No. admeasuring sq. Ft. Carpet area on floor in the building to be popularly known as "OM SHRI JAGANNATH" (hereinafter referred to as "the Apartment") togetherwith the car parking spaces bearing no ____ on ____ podium floor as shown in the Floor plan hereto annexed and marked "Annexures D" for the total consideration of Rs./-
2(b)	Payment schedule
2(c)	words added: "The Allottee alone shall in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges and other Tax payable under the Concerned Statutes which may be levied in connection with the construction of and carrying out the project payable upto the date of handing over possession of the said Apartment, so levied or being levied by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same."
2(f)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments as the promoter may desire for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter
2(g)	The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. Any variation within the



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	defined limit shall be tolerated by both the parties. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee without annual interest. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement
2(h)	Words added: “The Allottee/s 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 Promoter under this Agreement, the Promoter 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/s”
2.2	The Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. (“Payment Plan”).
4.1	If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, then in such case the Allottee/s shall be entitled adopt such process as may be required and permitted under any prevailing laws for seeking such refund as he may be entitled to, however the refund if processed under any circumstances shall be strictly for the amount paid towards consideration till the date, excluding any other dues and taxes. The Promoter shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit. The Allottee/s shall simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Promoter) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances. The Allottee agrees to pay to the Promoter, interest @ 18% per annums, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms



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	of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
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 two defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of 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 breaches mentioned by the Promoter within the period of notice then at the end of such notice period, 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, within a period of thirty days of the termination, the consideration amount paid by the Allottees to the Promoters in pursuance of this Agreement after deducting (i) 1% of the purchase price/earnest money of the said premises (which is to stand forfeited by the Promoters), (ii) The taxes, GST and outgoings, if any, due and payable by the Allottee/s in respect of the said premises upto the date of termination of this Agreement, (iii) The amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid, (iv) The costs incurred by the Promoters in finding a new buyer for the said premises (v) and liquidated damages to the extent of 10% of the consideration amount. Upon such termination the Allottees shall cease to have any right or interest in the said premises or any part thereof and the Promoter shall be entitled to sell the said premises to such other person or party as the Promoters may deem fit, at such consideration and on the terms and conditions as the Promoters may in its absolute discretion deem fit
5	The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto



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6	The Promoter shall give possession of the Apartment to the Allottee on or before..... day of 20___. The Promoter shall handover the possession of the said Apartment to the Allottee only after realization of full purchase price of the said Apartment and other amount payable by the Allottee/s to the Promoters under these presents. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion, epidemic, spread of Diseases or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. (iii) Non-availability of steel, cement, other building material water or electric supply. iv) Due to any order, injunction or stay if granted by Court of law or Concerned Authorities. v) Any other reasons/course beyond their control
7.1	The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 15 (fifteen days from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project
7.4	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost subject however that the Allottee herein and Occupiers/Allottees of other premises in the building is/are not guilty of any act of omission or commission including demolition of any wall, internal charges changes, alteration in the premises, removal of flooring, removal of any fixtures, damaging any walls, damaging water proofing, floorings, ceilings, R.C.C. Construction etc.,

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8	The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking the Allottee's own vehicle
9	The Allottee of premises from the Promoters in respect of the said structure/additional floors which the Promoters are entitled to construct by use of such extra or additional F.S.I. set back FSI and/or T.D.R. benefit shall be accepted and admitted as member and shareholder of the said Society. the Allottee shall sign and execute all such further and other documents, writings, applications, forms, undertakings, etc. as may be required by the said Society and shall abide by comply with, fulfill, observe and perform all the rules, regulations and bye-laws of the Society. The Conveyance of the Project Land is with the Society
9.3	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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, 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. Until the <u>management</u> of the building/s is transferred to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay, to the Promoter or Society as may be directed, provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the Allottee/s has become member of the Society
10	Development charges and legal charges and GST have been added. Maintenance for the period of 12 months.
10.1	The Allottee shall also be liable to pay the sum of Rs. _____/- (Rupees _____ Only) towards the Society equalization fund vide a cheque to be issued in favour of "_____ CO-OPERATIVE HOUSING SOCIETY LIMITED"
12	The Conveyance of the Project Land is with the Society.



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14(xi)	Till all the units of the Promoter are sold, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof
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Following paras have been added:

Para no	
Recital A to N	Related to the title flow of the Property
CC	The Promoters are entitled to develop the Said Property by extending further the Said New Building by constructing additional floors upto _____ upper floors in the Said New Building, by consuming and loading and/or utilizing TDR/FSI on the said property, as permissible under the Development Control Regulations, of the M.C.G.M. for the time being and from time to time in force, after obtaining sanctions and permissions from the M.C.G.M. in respect of the new building plans as they may deem fit and proper, at any time hereafter, and as per the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
1	The Promoters hereby declare and confirm that what is recited hereinabove with regard to their right, title and interest in respect of the said property as more particularly described in the Schedule hereunder written and for development / redevelopment thereof, shall be treated as declarations / representations on their part and shall form integral part of this agreement.
2.a(ii)	The term "Carpet Area" as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or veranda area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment
2(d)	The aforesaid consideration shall be paid subject to statutory deduction of 1% TDS under the provisions of Income Tax Act, 1961. It is expressly agreed and understood that if the Promoters carry out and commence the works of construction of brick walls, flooring etc... as contemplated in sub-clause ____ to ____ above in respect of the said Apartment agreed to be sold/allotted to the Allottee/s under these presents, while construction of



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	other slabs and other work is in process, the Allottee/s immediately on requiring by the Promoters, shall pay the amount of installments under sub clause ___ to ___ or such of them depending upon commencement of work. The aforesaid payments shall be made by the Allottee/s within 15 (fifteen) days of Notice in writing by the Promoter to be given as herein mentioned. Time for the payment is the essence of this Agreement. The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Allottee/s on the date of this Agreement in addition to the earnest money
2.3(a) to (c)	2.3 (a) In the event, the Allottee being desirous of obtaining housing loan from any bankers or financial institutions so as to purchase the premises under these presents, the Allottee shall be entitled to do so only after obtaining previous written consent from the Promoters 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 Allottee shall apply for and obtain such housing 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. (b) It is further agreed and understood that in the event of the Allottee/s having obtained sanction of housing finance, the Allottee/s 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 in such manner as the promoter may direct and require. Such disbursement /payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay order 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 Allottee/s herein shall not bind the Promoters as having received such housing finance on behalf of the Allottee.



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	(c) It is further agreed and understood that the Allottee, subject to what is contemplated under these presents, 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 Promoters 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 Allottee 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 or failure in payment/disbursement of the balance consideration payable by the Allottee to the Promoters under these presents, the Allottee alone shall personally be liable or responsible to pay the amount 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 Allottee shall pay amount so due and payable to the Promoters from his/her/their own source of income
13(x)	As agreed by the Promoters, they shall provide to the Existing members of the Said Societies in all ___ Residential Flats and ___ Shops, in the new building, construction of which has been undertaken by the Promoters
13(xi)	If due to any change in the DC Rules and more F.S.I./TDR becomes available (including on account of setback staircase, walls, lifts, balcony, passage, etc.) then in such event, the Promoters alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property by constructing additional structure or additional floor in the said building.
14(xii)	The Allottee/s hereby agrees and undertakes that he/she /they shall not obstruct or object or dispute to the right, title and interest of the Promoters and the Society in respect of the said additional F.S.I. and/or T.D.R. benefit, set back benefit, available to the Promoters /Society as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the Promoters
14(xiii)	The Allottee hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoters /Society in respect of the said benefit of



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	additional F.S.I. including of setback, and/or T.D.R. available to the Promoters to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said building
14(xiv)	That the Promoters have full right, absolute authority and entitled to make such changes, amendments, modifications, shifting of location etc. of garden, RG, PG, and other facilities as may be provided on completion of the entire development of the said Property. The Allottee/s shall not object or dispute to the same
15	15. The Promoter has declared and the Allottee hereby confirms that : a) That the building under construction is deficient in open space for which Promoters have paid necessary premium to the concerned authority, and that the Allottee shall not held the Promoters and/or MCGM liable for such deficiency in open space, in future and hereby grants irrevocable and unconditional "No Objection/Consent" for the neighborhood development with deficient open space in future. b) That the building under construction has inadequate maneuvering space of car parkings, for which Promoters have paid necessary premium to the concerned authority and that Allottee shall not held Promoters and/or MCGM liable for such inadequate maneuvering space of car parkings and no complaints in this regard shall be made to MCGM in future. c) That Allottee shall not held MCGM liable for failure of mechanical stack car parking system. d) That there is inadequate Big:small parking ratio and and that Allottee shall not held Promoters and/or MCGM liable for the same and no complaints in this regard shall be made to MCGM in future. e) That Allottee herein aware of the sub standard sizes of toilets in some of the residential flats/shops and no complaints in this regard shall be made to MCGM in future. f) Additional car parking spaces will be surrendered to MCGM free of cost if full FSI including Fungible is not utilised. That Dry and Wet garbage shall be separated by the Allottee and the wet garbage generated shall be treated separately on the Project Land itself by all the occupants/residents in the new building
17	The Promoters will at all times, be entitled to install the logos and/or name boards and/or put up advertisements boards/hoarding etc. of the Promoters, and/or its Group Companies, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs)



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	in one or more places including on the Buildings on open space/s, the terraces of the said buildings and the compound walls of the Property. The Promoters and/or its Group Companies will not be liable to make any payment of any nature to the said Society. The Allottees independently or jointly with other Allottees of the said Society shall not remove or dismantle such displays and shall allow the Promoters /its agents to install, maintain, repair, change and operate the displays..
21	Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Allottee by the Promoters 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 or shall the same in any manner prejudice the rights of the Promoters
Second Schedule	Flat bearing no. _____, admeasuring _____ Sq. Ft. carpet area as per Real Estate (Regulation and Development) Act, 2016 on _____ floor of the new building to be known as "OM SHRI JAGANNATH" being constructed on the Property more particularly described in the First Schedule hereinabove written

Recital D, Para 2.a(ii) & (iii), 9.1, 9.2, 13(ix), 14(xii) has been removed

And the above deviations have been marked in the Draft agreement for sale.

For, M/S. SAMARPAN HOMES AND DEVELOPERS

Partner

Name: Mr. Ramesh D. Jain

Date: 24/11/2023