



To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai: -400051
Date: - 21/11/2023

SUBJECT :- DEVIATION REPORT ON AGREEMENT FOR SALE THE PROJECT NAMED
"SHREEJI ETERNITY WING -A, SHREEJI ETERNITY WING -B, SHREEJI ETERNITY WING -C",
CTS NO 307/8 , LOCATED AT VILLAGE VALNAI, TALUKA BORIVALI, MALAD WEST,
MUMBAI-400064.

Deviation Clause

Clause no as per our draft	Actual clause
3.6	<p>The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs _____/- (Rupees _____ only) to the Promoters as follows: -</p> <p>i. Rs. _____/- (Rupees _____ only) being 10% of the Sale Price as earnest money paid by the Purchaser/s along with applicable GST to the Promoters before execution of these presents;</p> <p>ii. Rs. _____/- (Rupees _____ only) equivalent to 10% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on Commencement certificate;</p> <p>iii. Rs. _____/- (Rupees _____ only) equivalent to 20% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth;</p> <p>iv. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 1,2,3rd RCC Slab;</p> <p>v. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 4th,5th RCC Slab;</p> <p>vi. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable</p>





	<p>GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 6th, 7th, 8th RCC Slab;</p> <p>vii. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 9th, 10th, 11th slab/plinth;</p> <p>viii. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Internal walls (Block work), Wooden doors Frame of particulars work ;</p> <p>ix. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Gypsum & internal plaster;</p> <p>x. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 12th, 13th, 14th slab;</p> <p>xi. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 15th, 16th, 17th slab;</p> <p>xii. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 18th, 19th, 20th slab;</p> <p>xiii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Kitchen Platform & electrical concealed of floor ;</p> <p>xiv. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Internal plumbing concealed (Inside flat) Waterproofing of floor;</p> <p>xv. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Dado Titles & flooring of particulars;</p> <p>xvi. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Staircase , Lift lobby, electrical fitting (inside flat);</p> <p>xvii. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of</p>
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	<p>Lift installation & terrace waterproofing;</p> <p>xvii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of internal painting;</p> <p>xix. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Elevation /Ex painting ;</p> <p>xx. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of OH tank & fire fighting , UG tank , compound wall, Entrance lobby, Sanitary fitting;</p> <p>xxi. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of possession;</p>
6.2	<p>The Purchaser/s herein agree/s and confirm/s that Parking Space/s shall be used for parking of the motor vehicles only and the Appurtenant Area shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s and/or Appurtenant Area;</p>
6.3	<p>The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoters for other purchaser/s and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein.</p>
7.1 (ii to ix)	<p>ii.If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;</p> <p>iii.If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;</p> <p>iv. If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;</p> <p>v. If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;</p> <p>vi. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.</p> <p>vii If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s 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.</p> <p>viii. If the Purchaser/s carries out any structural alteration and/or addition in respect of the Said Flat or Said New Building or any part thereof;</p> <p>If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in</p>





	respect of the Said Flat or any part thereof;
7.2	<p>On happening or occurring of any of the Event of Default, the Promoters shall without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoters shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct all amounts mentioned herein above and balance if any, shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat/Shop/Unit to the new purchaser/s shall be of the Promoters and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat/Shop/Unit then the same shall be subject to the approval of the Promoters. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoters shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat/Shop/Unit and (paid by him/her/them to the Promoters towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat/Shop/Unit. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoters towards the said Flat/Shop/Unit. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial</p>





	institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Promoters his /her / their proportionate share to make up such deficit.
7.3	Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoters, then the Promoters shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit the amounts as mentioned in Clause Error! Reference source not found. from the Sale Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoters interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.
7.4	All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.
9.8	The Promoter hereby represents and clarifies to the Purchaser that the Promoter reserves the right to: a. Construct the Project as per the future potential layout; b. Change the unit plans of the buildings to be constructed on the amenity space(s), if any; c. Construct additional apartments in the Building; d. Change the building / layout plans in accordance with the orders/ notifications of the local authorities; and e. Undertake minor additions or alterations with respect to the Project. The Purchaser hereby gives his/ her specific approval to the aforesaid.
12.4	It shall be the responsibility of the Purchaser to maintain his/her/their Flat/Shop/Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Flat/Shop/Apartment are regularly filled with white cement/epoxy to prevent water seepage.
12.5	Further where the manufacturer warranty as shown by the Promoter to the Purchaser/s before the defects liability period, and if the annual maintenance contracts are not done/renewed by the





	Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.
12.7	The Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.
13	<p>USE AND OCCUPATION</p> <p>13.1 The Purchaser shall use the Flat/Shop/Unit or any part thereof or permit the same to be used only for purpose for which is allotted and for no other purpose whatsoever.</p> <p>13.2 The Purchaser shall not carry out any activities from the said Flat/Shop/Unit that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Building or to any one in its vicinity or neighborhood.</p> <p>13.3 The Purchaser hereby unconditionally agrees not to raise any claim or dispute with respect to parking space with the Promoter any time hereafter. The Purchaser further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event action/claim/dispute is sought by the Purchaser or his heirs, executors, administrators or assigns against the Promoter.</p> <p>13.4 In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said flat by the Purchaser, the Purchaser alone shall bear and pay such penalty, premium or other sums of money demanded.</p>
15(iii & iv)	<p>iii. Not to change the user of the said Flat/Shop/Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.</p> <p>iv. Not to demolish or cause to be demolished the said Flat/Shop/Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/Shop/Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Flat/Shop/Unit and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Project.</p>
19	<p>19.1 PROJECT</p> <p>i. The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Project, such decision shall be final and binding and Amenities of said Towers</p> <p>ii. The Promoters shall have the right to enter into contract with any third party/agency</p>





	for the purpose of maintenance and upkeep of the said project/said property, such decision shall be final and binding until the charge is given to the said MALAD GANGA CO-OP. HSG. SOC. LTD . Thereafter, the MALAD GANGA CO-OP. HSG. SOC. LTD will undertake to maintain the said property and every part thereof in the manner as it was handed over save and except normal wear and tear of the property.
20	<p>HOARDINGS AND SIGN BOARDS</p> <p>It is expressly agreed that the Promoters shall have a right and be entitled to put a hoarding on the Project/said property or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent construction or erection for installation on the exterior of the Tower as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the said Tower/said property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s / MALAD GANGA CO-OP. HSG. SOC. LTD shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters.</p>
22	<p>22. MORTGAGE</p> <p>22.1 The Purchaser/s hereby grant/s his/her/their approval to the Promoters mortgaging the said Property with the Project and/or said property being constructed thereon, to enable the Promoters to augment the funds for the development of the Project and/or said property .</p> <p>22.2 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoters and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the</p>





	said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoters shall have and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Promoters under this Agreement or otherwise.
24	<p>24. WAIVER</p> <p>24.1 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.</p> <p>24.2 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s 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 nor shall the same in any manner prejudice the rights of the Promoters.</p>
32	<p>32. LEGAL ADVICE</p> <p>32.1 The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Real Estate Project, and also the Project and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.</p>

For M/S. SHREEJI CONSTRUCTION

Partner

Date:- 21/11/2023

