



Lakshmi Builders & Developer

BUILDERS & DEVELOPERS

Date : 10/10/2023

To,

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

Subject: Deviation Report on Agreement for Sale the Project named “**LAKSHMI SOLITAIRE**” located at F.P.NO.19, TPS VILE-PARLE NO.II, VILE PARLE-EAST, MUMBAI - 400057.

Deviation Clause

Clause no as per our draft	Actual clause			
3(b)	The Allottee hereby agrees to pay to that Promoter the Sale Consideration as per normal terms of payment as under:			
	No	Particulars	Percent	(Rupees)
	1.	Booking/ Execution/Registration of Agreement	10	
	2.	On completion of Piling	7	
	3.	On completion of Basement	7	
	4.	On completion of Plinth	7	
		On completion of 1 st Slab	6	
		On completion of 2 nd slab	6	
		On completion of 03 rd slab	6	
		On completion of 04 th slab	6	
		On completion of 05 th slab	6	
		On completion of Top/Terrace slab	6	
	5	Completion of Brickwork & Internal Plaster	7	
	6	Completion of External Plaster	6	
	7	Completion of Floorings, Internal plumbing.	7	
	8	Completion of the lifts water pumps, Electrical Fittings & Sanitary Fittings	6	
	9	(Fit outs) Possession/Occupation Certificate	7	
		TOTAL	100	





3(k)	The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and other Allottee of the Real Estate Project are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fourth Schedule hereunder written.
3(l)	The Promoter has agreed to sell to the Allottee and the Allottee have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee any price or consideration for the Additional Areas and the common areas and that the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.
10	<p>10. Membership of the Society:</p> <p>(a) The Allottee along with other Allottee of Apartments in the building shall join the said Society as it's bonafide member in terms of said Development Agreement and for this purpose also 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 bye-laws of the Society ad duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter/Society to the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.</p> <p>(b) The Ownership of the said property after due performance of the Development Agreement and after the Promoter avails all its entitlements and benefits under the said Development Agreement, shall be deemed to be vested with the said Society in terms of their Original Agreement Vile Parle Gautam Co-op. Housing Society Ltd</p> <p>(c) The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.</p> <p>(d) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.</p> <p>(e) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision, due servicing & maintenance of the said building & all amenities, facilities provided by the Promoters of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things including as may be required in this regard.</p> <p>(f) The cost, charges, expenses, levies, fees, taxes, duties, with respect to the</p>





	<p>Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective member/intended member including the Allottee, as the case may be, and the Promoters shall not be liable toward the same.</p>
11	<p>11. Transfer to the Society:</p> <p>(a) Upon completion of entire development & obtaining of the occupation certificate the said Building along with the common areas, facilities and amenities described in the Third Schedule hereunder written shall be deemed to be vested to the Society vide Development Agreement dated 30th June 2022 in accordance with the applicable law.</p> <p>(b) The costs, expenses, charges, levies and taxes on the Society Transfer including stamp duty and registration charges if any shall be borne and paid by the Society alone. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoters shall not be responsible for the same.</p>
12	<p>12. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 6 above, deposit the following amounts with the Promoter:</p> <p>(a) Rs.1,600/- (Rupees One Thousand Six Hundred Only) for share money, application an entrance fee of the Society & a sum of Rs. _____/- (Rupees _____ Only) towards members Deposit/Corpus to "Vile Parle Gautam Co-op. Housing Society Ltd"., to be paid directly to the Society.</p> <p>(b) At actuals to the society directly for proportionate share of taxes and other charges/levies in respect of the Society;</p> <p>(c) At actuals to the society for deposit towards provisional monthly contribution towards outgoings of Society;</p> <p>(d) Rs _____/-(Rupees _____ Only) for Pro-rata development charges, incidental expenses, deposit towards water, electricity, and other utility and services connection charges; and for deposits of electrical receiving and sub-station provided/to be provided in layout of the said Property.</p> <p>The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter save and except for amount received under Clause 12(c) above. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.</p>





13	<p>The Promoters have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property. The Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other purchasers of flats/units/premises in the Real Estate Project and/or the Property, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Allottee of flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Property.</p>
15	<p>(m) It is agreed that the said Premises shall be of R.C.C. structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee hereby agrees that the Promoter may, if required due to any structural reasons convert any brick/block wall/dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee hereby further agrees and irrevocably approves not to dispute or object to the same. The Allottee, along with any and all purchasers of the flats and premises of the said Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Premises shall contain amenities within it as set out in the Fourth Schedule hereto. The Allottee hereby agrees, declares and confirms that the said Premises shall contain amenities as set out in the Fifth Schedule within it. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said Building.</p> <p>(n) The Allottee agrees and covenants that the Allottee and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described herein below. The Allottee</p>





shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment/fit-out at her costs and expenses. The Allottee confirm that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee.

- (o) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee from the Promoter and they undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee has affixed fixtures or grills on the exterior of her premises for drying clothes or for any other purpose or that the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall immediately rectify/dismantle the same so as to be in compliance with her obligations as mentioned herein.
- (p) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Allottee shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee shall immediately rectify/dismantle the same so as to be in compliance with her obligations as mentioned herein.
- (q) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Allottee shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or of the Society.
- (r) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the





external/dead walls of the said Building or do any act to affect the FSI potential of the said Property.

- (s) Not to do or permit to be done any renovation/repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee carrying out any renovation/repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation/repair.
- (t) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and of the MCGM, the MCGM and other concerned authorities.
- (u) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/the said Building in any manner whatsoever.
- (v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Property and the said Building.
- (w) Not to do or permit to be done any act or thing which may render void or violable any insurance of the Free Sale Property and/or the said Building in which the said Premises is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (x) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Building on the said Property and the Allottee shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (y) Not to violate and to abide by all rules and regulations framed by the Promoter/its designated Facility Manager and/or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that the Allottee may carry out in the said Premises (the "Fit-out Rules").





- (z) The Allottee shall never in any manner enclose any flowerbeds/planters/ledges/pocket terrace/s/ deck areas ornamental projects/dry yards/service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any approval or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (aa) Shall not do either by themselves or any person claiming through the Allottee anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (bb) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards other than of common standard design /style as approved by the Promoters and Society after issue of BCC. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- (cc) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (dd) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (ee) The Allottee shall permit the Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services,





	<p>drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said premises. The Allottee agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas with the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter/the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee hereby gives his/her/their express consent for the same.</p> <p>(ff) The Allottee is aware and acknowledges that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Building and the Allottee undertakes that it shall not be entitled to raise any objection with respect to the same.</p> <p>(gg) The Allottee has been appraised of the terms and conditions of the Development Agreement and as defined in Recitals and the Project Agreement and the same shall be fully binding on the Allottee. Further, nothing as contained herein shall dilute/ change/modify the extent of the rights, obligations and entitlements of the Promoter, and the Co-Promoter as set out in the Development Agreement and the Project Agreement (as defined in Recital hereinbefore.</p> <p>(hh) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Property.</p> <p>(ii) The Promoter shall be entitled to construct site offices/sales lounge on the Property or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is leased to the Society until the entire development on the Free Sale Property/the said Property is fully completed.</p>
16	16. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and/or the said Property and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee as may be determined by the Promoter and/or such professional agency.
17	17. The Allottee hereby nominates the persons as set out in the Second Schedule





	<p>(“the said Nominee”) as his/her/its nominee in respect of the said Premises. On the death of Allottee, the said Premises shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoters in writing) and deal with them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/Succession Certificate/Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.</p>
18	<p>It is agreed that the Allottee shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express it's no objection to the Allottee availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.</p>
19	<p>19. The Allottee hereby represents and warrants to the Promoters that:</p> <ol style="list-style-type: none">a. They are not prohibited from developing / acquiring the said Premises under any applicable law or otherwise;(b) They have 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;(c) no receiver and/or liquidator and/or official assignee or any person is





	<p>appointed in the case of the Allottee or all or any of their assets and/or properties;</p> <p>(d) none of their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;</p> <p>(e) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for her 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 her;</p> <p>(f) no execution or other similar process is issued and/ or levied against them or against any of their assets and properties;</p> <p>(g) They have not compounded payment with their creditors;</p> <p>(h) They have not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;</p> <p>(i) They are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;</p> <p>(j) The Allottee is in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.</p>
22	<p>(a) The Allottee agrees, acknowledges and undertakes that the Promoters, are entitled to and have obtained/are in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the Real Estate Project or any part thereof, as may be solely decided by the Promoters, and the Allottee takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Allottee agrees and undertakes to the same and further agrees that the Allottee shall not create any encumbrances over the said Premises till such time an NOC in writing is received from such banks and financial institutions.</p>
38	<p>38. Interpretation:</p> <p>(a) In this Agreement where the context admits:</p> <p>i. any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time</p>





amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- ii. any reference to the singular shall include the plural and vice-versa;
- iii. any references to the masculine, the feminine and the neuter shall include each other;
- iv. any references to a "Company" shall include a Body Corporate;
- v. the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- vi. the schedules 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. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- vii. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, innovated, supplemented or replaced from time to time;
- viii. the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- ix. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- x. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- xi. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- xii. 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, Body Corporate, 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);
b)	that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
c)	references to a persons representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
xiii.	where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

for **LAKSHMI BUILDERS & DEVELOPERS**

RAJESH G. DOSHI
PARTNER



Date: 10th October 2023.