

DHRUVA WOOLLEN MILLS PVT. LTD.

TO WHOM SO EVER IT MAY COCERNED

DECLARATION ON DEVIATION IN AGREEMENT FOR SALE

We, **DHRUVA WOOLLEN MILLS PVT LIMITED**, having Office at 5th Floor, Runwal & Omkar Esquare, Off. Eastern Express Highway, Opp. Sion Chunabhatti Signal, Sion, Mumbai 400 022, hereby declare that,

1. We are in process of registering our proposed Real Estate Project "**Zenith**" which is situated on piece and parcel of land admeasuring about 3160 sq. mtrs. bearing part of **Survey No.51 Hissa No. 2B, 3, 4, 5, 6A, 6B, 7 to 15, part of Survey No.52, Hissa No.1 to 3 and part of Survey 53 Hissa No.1 to 3 situated, lying and being at Village Balkum-Dhokali, Taluka and District Thane, Thane (W)** (hereinafter referred to as the said "**Project/Property**").
2. We are in also process of uploading the Agreement for Sale with respect of the said Project on RERA website.
3. Below are the deviation points from Agreement for Sale provided in RERA and our draft of Agreement for Sale.

Z The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair,



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maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.

AA. The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis and/or any other method as deemed fit and proper. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

FF. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.

3. Purchase of the Premises and Sale Consideration:

*(ii) The Promoter shall allot to the Allottee parking space/s being constructed on the basement/podium/stilt as more particularly mentioned in the **Second Schedule** hereunder written and hereinafter referred to as the "**Parking Space**", the cost of*



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which is included in the Sale Consideration. The exact location of the Parking Space will be finalized by the Promoter at the time of handing over Possession.

(iv) within 15 (Fifteen) days from the date of written demand made by the Promoter in respect thereof,

(v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the **Sixth Schedule** hereunder written ("**the said Account**"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account more particularly mentioned in the **Sixth Schedule** hereunder written ("**the RERA Account**").

(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses, (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, the proportionate share of property tax towards land under constructions, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and



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accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

- (ix) The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction is more than the defined limit of 3% (three per cent), then the Promoter shall refund the excess money paid by Allottee for the area above and beyond 3%, within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3% (three per cent), then the Promoter shall demand additional amount for the area above and beyond the 3% from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.

- (xiii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts

