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K. Mehta & Co.
Builders & Developers

Date: 06/10/2022

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

**Ref: Shree Yashodhan, Umakant CHS Ltd on property bearing CTS No.
536/A/1, Ramdas Sutrale Marg, Borivli – West, Mumbai - 400092**

Dear Sir,

This is to inform you that following are the deviations from the model form of Agreement as per Rule No 10 Clause No 1

- a) The Maharashtra Real Estate (Regulation and Development) Act 2016 and rules framed thereunder is hereinafter referred to as "**the said Act**" and "**the said Rules**".
- b) The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder are hereinafter referred to as "**the MOFA**" and "**the MOFA Rules**".

1. **Recital u & : The Promoter is entitled to consume the total present**
Clause 2.1 & FSI and future FSI available in respect of the said
5.3, 27.1 Property till the completion of the project. Hence for
consuming the FSI available after the plans are sanctioned, but till the completion of the project, the Promoter needs to amend the plans, but the same shall not adversely affect the Flat purchaser's flat.



2. **Recital ii** : As per section 11(3) of the said Act, the Promoter is required to make available to the Allottee, all documents mentioned thereunder and as such this recital is mentioned as full inspection of documents will be given to the Flat Purchaser at the time of booking and the same does not give rise to any dispute in future in respect of the same.
3. **Clause No. 1** : Is a general clause of the Agreement.
4. **Clause No. 2.2:** Specific amenities given to commercial users. The said passage area/ common area is included in FSI
5. **Clause No. 3.3:** For both the parties time is of essence for fulfilling their respective obligations and the time frame given in the Agreement is adhered to. Hence specified.
6. **Clause No. 3.5:** Deduction of TDS, as per law specified.
7. **Clause No. 3.8:** Specific agreed term between the Promoters and Flat Purchaser.
8. **Clause No. 5.4 : and 27** : In the event any provision of law changes or is modified and the promoter is required to amend or make changes to the plans, or other issues, for any reason and/ or to utilize the maximum potential of the said Property, the Promoter can do so as per the provisions of law, and the Flat Purchaser has consented to the same as under the provisions of the said Act.
9. **Clause No. 5.5:** As per law, the Promoters can obtain part occupation certificate and hence the same is specified.
10. **Clause No. 6** : Clarifying the liability and obligation of the Flat



Purchaser in the event, the Flat Purchaser obtains finance, so as not to have any dispute for want of clarification.

11. **Clause No. 8.3, :** **8.3 (a), (d),**
and (f) The Promoter uses the sale proceeds towards the construction and termination is a loss of opportunity for him. Also here the stamp duty is paid by the Promoter and hence the same is to be recovered from the Flat Purchaser. The promoter also pays for the brokerage which expense he incurs and is non-refundable and hence the same needs to be recovered or the same amounts to a loss for him.
12. **Clause No. 10.3:** At the time of taking possession, the flat Purchaser to check if everything is as per agreed terms to avoid unnecessary disputes and misunderstandings and does not lead to multiplicity of litigations.
13. **Clause No. 12.2:** These are the terms of the Society, based on which the Society has given the development rights to the Promoter and hence the Flat Purchaser needs to abide by the same.
14. **Clause No. 14.2:** The specific maintenance charges are mentioned so as to leave out any ambiguity in understanding the terms and to avoid disputes.
15. **Clause No. 19.1:** This is a general clause and for the Developer to solve issues, if any, amicably, but which should not be a norm for the Flat purchaser to ignore the terms in the agreement so as to lose the very intent of the agreement
16. **Clause No. 22.1, :** **22(c), (d) and (f)** To avoid unnecessary disputes and misunderstandings leading to litigations and burden the Courts, the same is specified.



17. **Clause No.22.2(ii)**: During the course of construction, some Flat/ unit purchasers to create nuisance or obstruction may take objection to things which are necessary to the Promoter, to do, in order to complete the construction and the project on time. To avoid any delay in completing the said building this clause is stated herein.
18. **Clause No.22.2 : (iii) and (iv)** : The unit/ Flat purchaser is informed of such amalgamation/ mergers, because some unit purchasers may want to amalgamate, the units, this is subject to the plans being sanctioned and approved/ regularized of such amalgamation/ demerger.
19. **Clause No. 23** : As per the terms of the Development agreement between the Society and the Promoter, the Promoter is providing these facilities as permitted by the MCGM.
20. **Clause No.24.2** : The Society has given the redevelopment rights to the Promoters and the Promoters are redeveloping this Property with the object of utilizing and consuming the maximum potential of the said Property and the society to get the maximum benefit out of the same and so as not to create confusion and chaos in managing the affairs of the society till the project is completed.
21. **Clause No. 24.3 : and 24.4** : As this is the Promoters' entitlement and he is entitled to deal with it as they deem fit, subject to the provisions of law, it is specified.
22. **Clause No. 25.1** : The Promoter is redeveloping the Property with an intention to sell the Promoter's entitlement and to advertise the project needs to put up his logos, project name, etc.
23. **Clause No. 25.2** : The commercial unit purchasers would want to display their business/ shop name and display their logos and they would put the same outside their respective



premises and are allowed to as per law and so as not to have unnecessary disputes, this clause is inserted.

24. **Clause No.26.1(i) and (ii)** : It is mentioned so as to clarify and simplify the same to the Allottee.
25. **Clause No. 26.2** : In the event for the supply of power, a sub-station is required, the Promoter cannot take individual consent at that time and this may delay the project completion date, if a single Allottee refuses to do so. This would be a necessity for getting power supply and hence required to mention here.
26. **Clause No. 28** : In the event of non-payment of outstanding amounts/ installments, the Promoter will face loss and hence he will have a first charge/lien on the said Unit/ Apartment to the extent of his loss/ expenses.
27. **Clause No. 29, 33, and 48.1,48.3**: The Promoter may not be able to sell all his units before handing over management to the Society and hence to protect the Allottee of such units, who purchase later, from the burden of such costs, this clause has been inserted.
28. **Clause No. 30.2** : Many Allottees may make changes, modifications or alteration, etc. in the name of renovation and this may cause damage to the Structure and hence to protect the Promoter from the liability of the defect which is due to the fault of the Allottee, this rider to the defect liability clause is added.
29. **Clause No. 34** : The Promoter may need finance for the construction of the new building and for the same, he can avail the loan facility against his rights/ entitlement, save and except the Allottee's unit shall be free from the encumbrances when allotted. In order to protect the



Allottee and also for the Promoter to go on with the redevelopment process, this clause is added.

30. **Clause No.48.2** : In the event any Allottee does not pay any of the amounts as mentioned in the Agreement, then he is a defaulter and the same will cause a loss to the Promoter. This is a protective measure for the Promoter, without which there would be multiplicity of litigations.
31. **Clause No.48.4** : As per law, the GST, tax, etc. is the liability of the Allottee and hence the same is specified here.
32. **Clause No.49 and 54.** : In order to protect the Promoter from any liability due to the actions of the Allottee, these clauses are inserted herein.
33. **Clause No. 50** : In the event of any documents required to be signed by the Allottee, (eg. For becoming a member, etc.) then he shall sign the same so as the completion of the project is not delayed.
34. **Clause No. 51** : This clause is inserted so that the Allottee shall admit the execution of this Agreement within the prescribed period and if any excess stamp duty or penalty is to be paid, due to the fault of the Allottee, the Allottee shall be liable to pay the same and there is no ambiguity, in respect of the same.
35. **Clause No. 52** : Declaration from the Allottee clarifying his resident status, his nationality, etc. which the Promoter may not know and the provisions of the relevant Act are taken into consideration.
36. **Clause No. 53** : This clause is mentioned so as the whole document does not become void or inoperative and reduces the point of dissension between the parties.

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37. **Clause No. 55** : This clause is inserted so as to not create any disputes as the promoters shall be providing the amenities as mentioned and agreed in this Agreement.
38. **Clause No. 56** : On second transfer, a Deed of Transfer would be executed and hence the terms of this Agreement needs to be abided by the second purchaser.

For M/s K. Mehta & Co.
For M/S. K. MEHTA & CO

Partner
Partner