



PROP MANOJ M. GORADIA
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B-01, Avni Sagar Building,
Dadabhai Cross Road No.2,
Opp.CNM School,
Vile Parle (W), Mumbai - 400056.
Tel: 022-26707250 | 26707249

Date: 30th November, 2022

To,
Maharashtra Real Estate Regulatory Authority
6th&7th floor, Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai-400 050.

Dear Sir,

1. We have to state that we have modified certain clauses and to that extent deviated from the original clauses of proforma of Model Form of Agreement for Sale in the manner set-out herein after:

(i) We have inserted Clause No. 1.1 in the Agreement for Sale to specify that the recitals of the Agreement for Sale forms an integral part of the Agreement for Sale. The relevant clause is reproduced hereunder:

“1.1. The parties hereby agree and confirm that all the recitals of this Agreement shall form an integral part of operative portion of this Agreement, as if the same are set out and incorporated herein verbatim and shall be read accordingly”.

(ii) Clause Nos. 3.6 to 3.9 relates to car parking spaces and same are added to give clarity about the right of the allottee/s in respect of car parking spaces. The relevant clauses are reproduced hereunder:

“ 3.6 Earmarking of specific car parking space/s will be done at the time of offering possession of the said Flat and the Purchaser/s/ Allottee/s shall not have any objection to the



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same. Each allotted car parking space/s will entitle the Purchaser/s/ Allottee/s to park only one vehicle. In case of transfer of the said Flat, the right to use car parking space/s shall be automatically transferred along with the said Flat. The right to use car parking space under no circumstances is separately transferable.

3.7 This right to use car parking space/s shall not confer upon the Purchaser/s/ Allottee/s any right of ownership of the space/s on which such parking facility is provided. Un-earmarked car parking space/s, if any, shall continue to belong and remain in possession of the Promoter /Owner. It shall be the discretion of the Promoter /Owner to earmark these un-earmarked car parking space/s, at his sole discretion.

3.8 The Purchaser/s/ Allottee/s agree/s that car parking space/s would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals, furniture or goods etc. The car parking right shall be an integral part of the said Flat and it cannot be detached from the said Flat.



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3.9 The Purchaser/s/Allottee/s shall not be entitled to sell / deal with the said car parking space/s independent of the said Flat and it shall stand automatically transferred along with the transfer of the said Flat. All articles and clauses of this Agreement shall apply to all future transfers made by the Purchaser/s/Allottee/s and to his/her/their successor/s-in-title and shall apply mutatis mutandis to the car parking space/s, wherever applicable in transfer deeds/sale deeds to be executed by such persons in the future for resale of the said Flat. The Purchaser/s/ Allottee/s agree/s that all such reserved car parking spaces sold to all occupants shall not form part of the common areas of the said New Building."

- (iii) We have inserted clause 4.6, 4.7 and 4.8 in the Agreement for Sale to specify the modus of demand of future instalment and compliance under various statutory provisions. The relevant clauses are reproduced hereunder:

"4.6 The Promoter/Owner will forward to the Purchaser/s /Allottee/s an intimation of having carried out the work against which the instalment is due, at the address given by the Purchaser/s /Allottee/s under this Agreement and the Purchaser/s /Allottee/s shall be bound to pay the amount of instalments to the Promoter/Owner within 15 days of the receipt of such intimation Under Certificate of



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Posting at the address of the Purchaser/s /Allottee/s as per the address given by the Purchaser/s /Allottee/s. The Promoter/Owner shall also mail the same intimation at the e-mail address provided by the Purchaser/s /Allottee/s. The Purchaser/s /Allottee/s doth/do hereby agree/s and undertake/s to give intimation to the Promoter/Owner about change in his/her/their address, if any. For the purpose of this clause the Purchaser/s /Allottee/s shall be deemed to have received the intimation within the period in which same would be delivered in normal course.

4.7 The Purchaser/s /Allottee/s is/are required to deduct TDS at the applicable rate from each of the instalments payable by him/her/them under these presents. The Purchaser/s /Allottee/s does/do hereby irrevocably agree/s and undertake/s to deposit TDS deducted by him/her/them with the Income-tax Department within the time period stipulated under law and furnish to the Promoter/Owner the TDS Certificate in Form 16B along with the copy of Challan in Form 26QB within the time period stipulated under law.

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4.8 The Purchaser/s /Allottee/s agree/s and confirm/s that until the Purchaser/s /Allottee/s comply with the aforesaid obligations of the payment of TDS or GST, the Promoter/Owner shall be entitled to withhold the possession of the said Flat in spite of receipt of said Total Consideration.”

- (iv) We have added additional sub-clause being sub-clause nos. 5.4 to 5.8 to give clarity about the rights of both the parties in the event of termination and also to take care of eventualities on termination of the agreement. We have also added in one of the aforesaid clause the provision for execution of deed of cancellation in case of termination against refund of money to the allottee/s so as to cancel the agreement by way of registered instrument to clear our title in respect of the flat concerned. The relevant clause are reproduced hereunder:

“5.4 The Purchaser/s /Allottee/s hereby declare/s that he/she/they shall bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s/ Allottee/s has/have booked the said Flat and the rate prevailing at the time of the termination by the Purchaser/s/Allottee/s, of this Agreement relating to the said Flat. The Purchaser/s /Allottee/s will also be liable to pay interest on any default payment/s (due till the time of termination) as per the terms, contained herein, at the time of making accounts when the Purchaser/s

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/Allottee/s has/have expressed his/her/their desire to cancel this Agreement relating to the said Flat. It is agreed by and between the parties that, all the above-referred amounts due and payable by the Purchaser/s/Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter/Owner from the Purchaser/s/Allottee/s till the time of such cancellation and balance if any shall be refunded to the Purchaser/s/Allottees only against Purchaser/s/ Allottee/s execute and admit execution of Deed of Cancellation of this Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

5.5 The Promoter/Owner agrees that if, for the reason other than those stated in clause 12 herein below, he fails to offer possession of the said Flat on the said Possession Date (*defined herein below*), the Purchaser/s /Allottee/s shall have an option to withdraw from the said Project and terminate this Agreement and in such case the Purchaser/s /Allottee/s shall notify the Promoter/Owner in writing of his/her/their intention to withdraw from the said Project and cancel and terminate this Agreement. In the event the Purchaser/s /Allottee/s exercise his/her/their option to terminate this Agreement by sending Notice in writing, then the Promoter/Owner shall be liable, to refund/pay to the Purchaser/s /Allottee/s, within a period of ____ days from receipt of the written notice of the Purchaser/s /Allottee/s, (i)

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all amounts already received by him under these presents after deducting earnest amount and brokerage charges if any, paid by the Promoter/Owner; (ii) interest at the said Interest Rate from the date the Promoter/Owner has received the respective sums till amount and interest thereon is repaid. It is agreed between the parties hereto that, the Promoter/Owner shall refund all the amounts received by him under these present as afore stated only against Purchaser/s/Allottee/s execute and admit execution of Deed of Cancellation of this Agreement for Sale with the concerned office of Sub-Registrar of Assurances and handover original of this Agreement for Sale to the Promoter/Owner duly endorsed as cancelled.

5.6 Upon cancellation of this Agreement and refund of the amount as aforesaid by the Promoter/Owner to the Purchaser/s /Allottee/s, all the rights of the Purchaser/s/Allottee/s accrued to him/her/them under this Agreement shall come to an end and the Promoter/Owner shall be at liberty to dispose of and sell the said Flat, to any third party, and on such terms and conditions as the Promoter/Owner may in his absolute discretion, deems fit and proper, without any reference and/or recourse to the Purchaser/s /Allottee/s.



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5.7 If the Purchaser/s/Allottee/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter/Owner under this Agreement, seeks a loan from financial institutions, banks or other institutions/Employer against the security of the said Flat subject to the consent and approval of the Promoter/Owner then in that event, the Purchaser/s/Allottee/s committing a default of the payment of the instalment/s of the said Total Consideration and in that event if the Promoter/Owner exercises his right to terminate this Agreement, the Purchaser/s/Allottee/s hereby undertake/s to clear the mortgage debt outstanding at the time of such termination and the Purchaser/s/Allottee/s shall obtain the necessary letter from such Bank, financial institution, employer's bank as the case may be, confirming that the Purchaser/s/ Allottee/s has/have cleared the mortgage debt. On receipt of such letter from the bank, financial institution, employer's bank of the Purchaser/s/Allottee/s etc. as the case may be, the Promoter/Owner shall refund the amount (after deducting the earnest amount and brokerage charges if any) under these presents **PROVIDED HOWEVER**, if the Purchaser/s/Allottee/s fail/s to repay the loan and clear the debt, the Promoter/Owner shall directly pay the amount

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payable to the bank, financial institution, employer's bank of the Purchaser/s/ Allottee/s or other such institutions who would have made the payment on behalf of the Purchaser/s/ Allottee/s from the amount standing to the Purchaser's credit with the Promoter/Owner towards the said Flat and (paid by him/her/them to the Promoter/Owner towards the consideration amount) to the extent of the mortgage debt so as to clear the same. Only on receipt of the letter of clearance of debt from such bank, financial institution, employer's bank of the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s shall be entitled to the refund of the balance amount, if any, standing credited to the account of the Purchaser/s /Allottee/s with the Promoter/Owner towards the said Flat **NOTWITHSTANDING** all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s/ Allottee/s to pay the respective instalment/s on the due date/s to the Promoter/Owner. The Purchaser/s/Allottee/s shall not be permitted to raise any contention to defend his /her/their failure to pay the instalment/s on time and on the respective due date/s on the ground that he/ she/ they has/have applied for the loan to such banks, financial institution, his/her/their employer's or such other institution and further the said loans are under process and sanction awaited and/or is rejected.

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5.8 It is agreed between the parties hereto, that in case this Agreement is terminated by either of them as aforesaid, then in such an eventuality, the Purchaser/s/Allottee/s shall not be entitled to claim from the Promoter/ Owner, refund in respect of the stamp duty, registration charges, paid by him/her/them under these presents and/or any other amount including TDS, GST paid to the Competent Authorities.”

- (v) In clause No.10 we have made provision for collection of advance maintenance charges for a period of 12 months as is normally done in housing industry in Mumbai since it will be difficult for us to collect the charges every month and incidentally it will be a financial burden on us to take care of maintenance and taxes in respect of the building. The relevant portion of clause 10 is reproduced hereunder:

“10. The Purchaser/s /Allottee/s further agree/s that till the Purchaser/s /Allottee/s share is so determined the Purchaser/s /Allottee/s shall pay to the Promoter/Owner the amount calculated at Rs.____/-(Rupees ____ only) per sq.ft towards 12 months’ advance maintenance charges for Municipal taxes and other taxes such as property taxes, water charges bills, electrical charges bills, cesses, land revenue, NA tax etc.”

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- (vi) In clause no.17.6 we have added proviso to ensure that the allottee/s shall not carry out any illegal addition/alteration which will either harm the building or amount consumption of additional FSI which will render some part of the building illegal. The relevant clause are reproduced hereunder:

"17.6. The Purchaser/s /Allottee/s shall be entitled to carry out interiors/ renovation/ alterations or internal repairs, in the said Flat at his/her/their own costs and expenses, and in such manner as he/she/they may deems fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of Promoter/Owner, MCGM, all other Concerned Authorities, if required **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said New Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be

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covered or enclosed as per Rules and Regulations of MCGM or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said New Building **NOTWITHSTANDING** anything to the contrary contained herein, the Purchaser/s /Allottee/s doth/do hereby agree/s and undertake/s not to change or alter the location of any of the bathrooms/toilets in the said Flat. The Purchaser/s /Allottee/s shall not break the toilets, bathroom balcony area, provided in the said Flat. In case, the Purchaser/s /Allottee/s desire/s to renovate/ repair the toilets, bathrooms and balcony area, the Purchaser/s /Allottee/s shall do the same with prior written permission of the Promoter/Owner and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Flat below him/her/them due to leakage from his/her/their toilets/ bathroom/ balconies. In case of any leakage from the said Flat to the Flat below, the Purchaser/s /Allottee/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s /Allottee/s

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doth/do hereby indemnify shall and keep indemnified the Promoter/Owner at all times against all actions, claims and demands of whatsoever nature taken or made by the MCGM and/or by the State Government and/or by any other authority in respect of the said Flat or the said New Building as a whole or by reason or as a result of anything done by the Purchaser/s /Allottee/s in or with regard to the said Flat or the said New Building or any part thereof;

- (vii) We have added additional declaratory clauses at clause no. 17.8 and 17.9 to maintain the aesthetics and outer elevation of the building. The relevant clauses are reproduced hereunder:

"17.8 Not to shift windows of the said Flat and/or carry out any changes in the said Flat so as to increase the area of the said Flat and/or put any grill which would affect the elevation of the said New Building and/or carryout any unauthorized construction in the said Flat. In the event if, any such change is carried out by the Purchaser/s /Allottee/s, he/she/they shall remove the same within 24 hours from receipt of notice in that regard from the Promoter/Owner. In the event if, the Purchaser/s /Allottee/s fail/s to remove the same within the period of 24 hours, then the Promoter/Owner shall be entitled to enter upon the said Flat and



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remove such unauthorized construction and the Purchaser/s /Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoter/Owner;

17.9. Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balcony/balconies or terrace(s) of or appurtenant to the said Flat or on any side of the said New Building or above the parapet or railing level within the said Flat and will not put any plants/pots/flower pots or other such things that require watering so as to avoid water seepage that causes deterioration of walls and colour”.

” Apart from what is stated hereinabove we have not deviated from the Model Form of Agreement so as to affect or change the essence/intent of the original clauses.

Thanking you,

Yours faithfully,

Manoj M. Goradia

MANOJ MOHANLAL GORADIA
Sole Proprietor of **DURVA REALTY**