

KALINDI DEVELOPERS

Shop No. 1, Sai Kutir Bldg., L. T. Road No. 5, Plot No. 91, Off. M. G. Road, Goregaon (W), Mumbai - 400 062.

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Deviation Report with respect to the Agreement for Sale

Date: 21/03/2024

A. Name of the Project – AISHWARYA

B. Name of the Promoter: M/S .KALINDI DEVELOPERS.Prop. Tejas D Shah

C. Address of the Project: Aishwarya Building, Plot Bearing CTS No. 143 A AND 143 B of plot no. 59 & 60, Shree Nagar colony off M.G. road Goregaon West, Taluka: Borivali, Mumbai 400062; having MahaRERA Registration No P51800010149.

D. Deviation Report – There is Deviation between draft of the Agreement for Sale Submitted by us and the Model Draft Prescribed by MAHA RERA.

SR.NO	MODEL AFS CLAUSE	DEVIATED CLAUSE
1	Section 14 (3) (ii) "Without prejudice to the right of promoter to charge interest in terms of sub clause 4.labove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to	8(a).The Flat Purchaser agree to pay to the Promoter interest at the rate of ____% per annum as penal charges for late payment (if any) on all such amounts, which may become due and payable by the Flat Purchaser under this agreement and remain unpaid for seven days or more after becoming due for payment. 8(b).On the Flat Purchaser committing default in respect of payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this agreement (including his proportionate share of taxes levied by the concerned local authorities and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained the Promoter shall be entitled to, at the option of the Promoter to terminate this agreement. Provided always that the power of termination hereinabove contained shall not be exercised by the Promoter unless and until the Promoter has given to the Flat Purchaser 15 days prior notice in writing of the Promoter's intention to terminate this agreement and of the specific breach or beaches of the terms and conditions of the agreement in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in removing or



the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter."

remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time agreed by the parties is 21 days from the date of issue of such notice). Provided further that upon termination of this agreement as aforesaid the Promoter shall refund to the Flat Purchaser the earnest money and all other amount, which may till then have been paid by the Flat Purchaser to the Promoter, but the Promoter shall not be liable to pay any interest to the Flat Purchaser on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount after deducting brokerage, legal and other incidental expenses by the Promoter by Bank draft/pay slip at the address given herein by R.P.A.D. post or other mode as the Promoter may deem fit and proper, within 21 days after the Promoter is able to dispose off and sell the Flat to such person and at such price as the Promoter may in his absolute discretion deem fit and proper.

2 Section 6 "Explanation, - for the purpose of this section, the expression "force majeure" shall mean a case of war flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project,"

22. If there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions' then this allotment shall stand terminated and the promoter - shall refund to the Purchaser the entire amount received by the promoter from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharges from all its obligations and liabilities under this Agreement.

3 Section 17 "Provided that in the absence of any local law conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three Months from date of issue of occupancy certificate." Rub 9 (2) (ii) "Period for conveyance of title, by Promoter, to legal entity of allottees in case of Single building project. The Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute

31. The Promoter shall (subject to his right to dispose of the remaining Flats, if any) execute the conveyance of title within three months from the date of issue occupancy certificate.



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Rule 9 (2) (iii) "Period for conveyance of title, by Promoter, to organization of allottees in case of Layout.

(a) In the case of a building or a wing of a building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.

(b) In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout."

32. In case any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the promoter as per the agreement for sale relating to such replacement is brought to the, notice of the promoter within a period of five years by the purchaser from the date of handing over possession..... under the Act.

Mr. Tejas Dinesh shah



**Signature
(PROMOTER)**

