



Date: 22/10/2024

Deviation Report

Document Type: Agreement for Sale

Project Name: **OM SONAL HEIGHTS**

Project Land: All that piece and parcels of land bearing Plot No. 171 corresponding (1) CTS No. 2055 admeasuring 267.60 sq. meters., (2) CTS No. 2056 admeasuring 13.90 sq. meters., (3) CTS No. 2057 admeasuring 1481.10 sq. meters., admeasuring an aggregate of 1762.6 sq. meters (area after setback is 1607.82 sq. mtrs) with the building standing thereon lying and being situated in Ghatkopar in Greater Mumbai District Mumbai Suburban Registration Sub-District & Mumbai City, Village Ghatkopar-Kirol.

Promoter Name: **M/S. D. D. DEZINES GROUP**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Clause 1 – added portion:

The Recitals shall form an integral part of this Agreement and shall be read along with the terms and conditions mentioned hereunder.

(ii) Clause 2.1 – added portion

The Purchaser(s) hereby declares and confirms that he/she/they/is/are aware that the Sonal Apartments Society is the owner of the said Property, and that the Promoter is appointed by both the Sonal Apartments Society for the redevelopment of the property of Sonal Apartments Society and that the Promoter shall have full right and power to develop the said Property in accordance to the said Development Agreement.



(iii) Clause 3.c – added portion:

(subject to Deduction of Tax at Source [TDS] as per the Income Tax Act, 1961, if applicable)

The balance amount of Rs(RupeesOnly) out of the total consideration shall be paid by the Allottee/s to the Promoter [subject to Deduction of Tax at Source (TDS) as per the Income Tax Act, 1961, if applicable] in the following manner :-

- a) Rs. _____/- (Rupees _____ only), being 10%, payable by the Allottee to the Promoter on or before execution of this Agreement hereof,
- b) Rs. _____/- (Rupees _____ only), being 20%, payable by the Allottee to the Promoter after the execution of this Agreement hereof,
- c) Rs. _____/- (Rupees _____ only), being 15%, payable by the Allottee to the Promoter on completion of Plinth/Foundation stage,
- d) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 1st Slab,
- e) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 2nd Slab,
- f) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 3rd Slab,
- g) Rs. _____/- (Rupees _____ only), being



4%, payable by the Allottee to the Promoter on or before completion of 4th Slab,

h) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 5th Slab,

i) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 6th Slab,

j) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 7th Slab,

k) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 8th Slab,

l) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 9th Slab,

m) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 10th Slab,

n) Rs. _____/- (Rupees _____ only), being 4%, payable by the Allottee to the Promoter on or before completion of 11th Slab,

o) Rs. _____/- (Rupees _____ only), being 3%, payable by the Allottee to the Promoter on or before completion of 12th Slab,



- p) Rs. _____/- (Rupees _____ only), being 2%, payable by the Allottee to the Promoter on completion of walls, internal plaster, staircases, lift wells, lobbies up external plaster, elevation to the floor level on the apartment,
- q) Rs. _____/- (Rupees _____ only), being 2%, payable by the Allottee to the Promoter on completion of the external plumbing and flooring, doors and windows, sanitary fittings, terraces with waterproofing of the building or wing in which the apartment is situated,
- r) Rs. _____/- (Rupees _____ only), being 2%, payable by the Allottee to the Promoter on completion of the lifts, water pump, electrical fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed,
- s) Rs. _____/- (Rupees _____ only), being 2%, payable by the Allottee to the Promoter on or before receipt of Occupancy Certificate by the Promoter.

(iv) Clause 3.d- added portion:

The Purchaser(s) agrees and undertakes to pay the Total Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate resources only. The Promoter shall not be obliged to accept amounts from any person other than the Purchaser(s) herein. The Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the said Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of the said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only. The source used for making payments of the



Total Consideration shall not be tainted or considered as 'proceeds of crime' under the Prevention of Money Laundering Act, 2002

(v) Clause 3.e – added portion:

The Purchaser(s) agree and undertake that in the event of the Purchaser(s) availing a financial assistance for payment of the consideration agreed to be paid herein, then the Promoter shall not in any way be liable or responsible for the repayment of the financial assistance/loan taken by the Purchaser(s). All costs in connection with the procurement of the financial assistance/loan and creation of a mortgage over the said Premises and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Further it shall be the sole responsibility of the Purchaser(s) to get disbursed the amounts from the concerned lender within due date as may be intimated by Promoter from time to time and the Purchaser(s) alone shall be liable to pay any interest, penalties, costs, charges, etc. arising out of late payments thereof; if any.

(vi) Clause 3.f – added portion:

On the installment falling due, the Promoter shall intimate in writing to the Purchaser(s) to make payment of such installment together with applicable GST or applicable taxes thereon and the Purchaser(s) shall, without any demur or protest, make payment within 7 (Seven) days of issuance of such intimation, time being of the essence. Without prejudice to the other rights of the Promoter under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoter an interest as per applicable law on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the



Purchaser(s). Further the Purchaser(s) agree/s that in the event of non-payment of any of the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein.

(vii) Clause 3.g – added portion:

Upon completion of each stage, the Promoter shall issue demand letter to the Purchaser(s) by RPAD/courier/email/hand delivery at the address of the Purchaser(s) mentioned in this Agreement or by email on Purchaser(s)'s email address. Along with said demand letter, the Promoter shall enclose certificate of Architect, *inter-alia*, certifying the completion of such stage. The certificate of the architect shall be conclusive proof of completion of such stage.

(viii) Clause 3.i – added portion:

It is agreed that the Allottee/s shall pay in accordance with Section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013) the said consideration amount or instalment thereof, after deducting the applicable TDS by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Act. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall produce to the Promoters the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Allottee/s within 21 (twenty one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act.

(ix) Clause 12.2 – added portion:

PROVIDED THAT if the Allottee/s and other purchasers of the premises in the said Project have not maintained their respective premises in good



order and condition and have done any alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Promoters shall not be liable either to rectify such defects or compensate the Allottee/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Parking and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoter shall not be liable for any defect and maintenance of the same

(x) Clause 14 – added portion:

The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (4) (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

(xi) Clause 14.1, 14.2, 14.3, 14.4 – added portion:

14.1 On receiving a written intimation from the Promoter, the Allottee/s shall within the time stipulated in the written intimation submit: (1) The photocopy of this Agreement, (2) All the requisite statutory forms, (3) A sum of Rs. _____ - being their Corpus contribution towards Sonal Apartments Society, (4) the requisite admission fee, (5) the requisite share money



favoring the Sonal Apartments Society and all other documents as may be required and shall become the member/s thereof.

14.2 The Promoter shall issue a letter of intimation to the Sonal Apartments Society for the Flats / Commercial Units sold from the Free Sale Area with the details of the purchaser/s including the Allottee/s herein. The Sonal Apartments Society shall make such purchaser/s / Allottee/s as the members of the Society only after receipt of full Occupation Certificate cum Building Completion Certificate for the said Project.

14.3 The Allottee/s herein shall comply with all statutory formalities, bye-laws of the Sonal Apartments Society under the applicable laws.

14.4 The Promoter shall handover the accounts and management of the said Project to the Sonal Apartments Society on or after or within One year of receipt of Occupation Certificate cum Building Completion Certificate for the said Project and shall comply with all the statutory obligations prescribed under the law.

(xii) Clause 17(x)-added portion:

After obtaining Occupation Certificate in respect of the said Project, if there are any unsold residential flats/Commercial Shop in the said Project, the Promoter shall be liable to pay the outgoing charges towards maintenance, property taxes, electricity charges etc. in respect of such unsold residential flats/ Commercial Shops from the date of handing over of possession to the Sonal Apartments Society / Existing members / purchasers till such date that the sale/ registration in purchaser's names is completed.

(xiii) Clause 17(xi) – added portion:

After the period of 12 months from the date of receipt of Occupation Certificate, if any residential flats / Commercial Shops remains unsold, the Promoter shall become a member of the Sonal Apartments Society by paying the fees as stipulated in the Development Agreement executed with



the Sonal Apartments Society and pay the maintenance charges like any flat/Shop purchaser

(xiv) Fourth Schedule – added portion:

FOURTH SCHEDULE ABOVE REFERRED TO
RESTRICTIVE LIST

1. Religious structures
2. Industrial structures, warehouses, factories etc.
3. Wine and Liquor Shops or any kind of establishment where liquor is served
4. Nursing Homes and Hospitals wherein bedded stay is permitted
5. Slaughter houses, frozen meat shops, fish market
6. Gambling House
7. Clubs.
8. Vehicle Service Centre and garages
9. Spa and Massage Parlours

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **22/10/2024**. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For Promoter,

For D. D. DEZINES GROUP


Partner