

'ATHARVA HOUSE', 'E' Wing, Indrayani Complex 24, J. K. Sawant Marg, Dadar, Mumbai 400 028 Tel.: 24305025 E-mail: neelket2001@yahoo.com

DEVIATION REPORT WITH RESPECT TO MODEL FORM OF AGREEMENT

(Read order no.35/2021 Dated 12/08/2022)

Date: 11th November 2024

- A. Name of the Promoter Atharva Developers
- B. Name of project Atharva Vaibhav located at C.T.S. No. 49 (pt), S. No. 14(pt) of Village Chembur, Sahakar Nagar No. 5, Shell Colony Road, Chembur (East), Mumbai-400 071, admeasuring 1351.79 sq. mtrs.
 - 1. We are aware that as per order no. 35/2022 dated 12/08/2022 that deviations/modifications in the proforma of the model form of agreement at Annexure A of Rule 10 as proposed by the promoters shall be highlighted in different color and accordingly be uploaded along with deviation sheet mentioning/indicating therein deviations/modifications while seeking registration of the real estate project.
 - Accordingly, we mention that we have adopted the Model Form of Agreement at Annexure A of Rule 10 except for the below mentioned Deviations in Agreement for Sale

Deviations in the Agreement for Sale are as follows: -

Agreement For Sale			Model Form of Agreement			
Page No.	Clause No.	Clause	Page No.	Clause No.	Clause	
13	3	The Allottee/Purchaser has prior to the execution of This Agreement, satisfied himself/herself/themselves about the title of the Society and of the Promoter/Developer to the said Plot described in the First Schedule hereunder written and the Allottee/Purchaser shall not be entitled to further investigate	n/a	n/a	n/a	



		the title of the said Society and no			
	*	requisition or objection shall be raised in any matter relating thereto. The Promoter/Developer			
		have informed and the Allottee/Purchaser is aware that the said building is constructed			
		with the deficit open space and the Promoter/Developer shall pay the necessary premium to the			and the second s
*		MCGM/MHADA, for the same. The Allottee/Purchaser, thus, hereby agrees and undertakes			
		with the Promoter/Developer that he/she/they shall not now or			
		anytime hereafter raise any objections or obstruct construction of the said building			
		to be constructed with such deficit open space.			,
15	4(iv)	The total aggregate consideration amount for the Apartment No in Wing is thus	6	1(c)	The Allottee has paid on or before execution of this agreement a sum
		Rs /- (Rupees			of Rs
		out of which the			(Rupees only) (not exceeding 10%
		Promoter/Developer have already received from the Allottee/Purchaser the sum of Rs.			of the total consideration) as advance payment or application fee and hereby agrees to pay to
					that Promoter the balance amount of Rs(Rupees
		as advance/part payment or application fee as hereinbefore recited and shall be deposited in			be deposited in RERA Designated Collection Bank Account,
		RERA Designated Collection Bank Account "ATHARVA DEVELOPERS RERA DESG			Branch Bank, IFS Code
	-	COLL A/C FOR ATHARVA VAIBHAV" having Account No. 610000000047461 at Saraswat			In addition to the above bank
		Bank, Gadkari Chowk Branch having IFS Code SARCB0000279 situated at			account, I/we have opened in the same bank, RERA Designated Separate Bank Account and
		Gadkari Chowk, Dadar. In addition to the above Bank Account we have opened in the			RERA Designated Transaction Bank Account having Account No and respectively.
		same bank RERA Designated Separate Bank Account "ATHARVA DEVELOPERS RERA DESG SEP A/C FOR			(Note For projects where promoters have Area Share, the
		1911	1		three bank accounts of the project
					21/4
· ·					ETHARVA DEZE
		· Very			teter (OPPER)



ATHARVA VAIBHAV" and RERA Designated Transaction Bank Account "ATHARVA DEVELOPERS RERA DESG TRANS A/C FOR ATHARVA VAIBHAV" having Account No. 610000000047527 and 610000000047536, respectively. Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

- a. Amount of Rs....../-(......)
 (not exceeding 20% of the total consideration) to be paid to the Promoter 2 months after advance payment /application fee OR execution of Agreement, whichever is earlier
- b. Amount of Rs....../-(......)
 (not exceeding 30% of the total consideration) to be paid to the Promoter on completion of the Raft of the building or wing in which the said Apartment is located
- c. Amount of Rs...../-(.......)

 (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located
- d. Amount of Rs...../-(.........)
 (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the 2nd slab of the building or wing in which the said Apartment is located
- e. Amount of Rs...../-(...........)
 (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the 5th slab of the building or wing in which the said Apartment is located
- f. Amount of Rs...../-(......) (not exceeding 60% of the total consideration) to be paid

of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.)

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

- i. Amount of Rs....../-(......) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs....../-(........) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.......) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(......) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs....../- (.........) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(....) (not





- to the Promoter on completion of the 8th slab of the building or wing in which the said Apartment is located
- g. Amount of Rs...../-(.........)
 (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 11th slab of the building or wing in which the said Apartment is located
- h. Amount of Rs...../-(.........)
 (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of terrace slab and podiums and stilts of the building or wing in which the said Apartment is located
- i. Amount of Rs...../-(.....) (not exceeding of 75% the total consideration) to be paid to the Promoter on completion of the wall, internal plaster, staircases, lift-well up to the floor level of the said Apartment
- j. Amount of Rs....../
 (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster walls up to the floor level of the said Apartment
- k. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of flooring, doors, windows, and sanitary fittings of the said Apartment
- I. Amount of Rs...../-(.......)
 (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and

exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located...

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements. entrance lobby/s. plinth protection, paving of areas appertain and other all requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs..../-(
......................) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.





		environment requirements,		enter a	DMIDRISH T		
		entrance lobby/s, plinth		unismed.	galbulant		
		protection, paving of areas	281	MARKET A	d baranio		
		appertain and all other	1000	9	ed spirited		
		requirements as may be	10.	sonie ni	Programm		
	1	prescribed in the Agreement	oral lin	ristus Lea	distribute distribute		
		of sale of the building or wing		ile amai		Y.	
		in which the said Apartment	1	i hay			
		is located		anis Fi.	material		v
		m. Balance Amount of Rs/-(Mossion			
	minume ²) against and at the		use in W			
		time of handing over of the		and the first			
		possession of the Apartment		Sper 1	nedstant		
	100	to the Allottee on or after					
14		receipt of occupancy	4,110	11 200	Tenfil sub		
		certificate or completion			attack to the		
		certificate		e vió innica			
1.5		Any deduction of an amount		5090			
16	4(v)	made by the Allottee/Purchaser/s		n/a	n/a		
		on account of Tax Deducted at	ionoiní a	S INVESTIGA	Inchesia, 3		
1		Source (TDS) as may be required	3	1900	Harogoni.		
		under the law for the time being		gardisvel	Presignant		
1 1		in force while making any	d tale	richer de	in the state of		
/		payment to the	The same of the sa		The Revolution	\	
/		Promoter/Developer under this		her dus			
1		Agreement shall be deemed to		54/1 10			
/		have been paid by the			Lastinarii.		
/		Allottee/Purchaser and received		or elist	Takana 17		
		by the Promoter/Developer and			0/50 117100		
		acknowledged/credited by the			to being		
		Promoter/Developer, only upon		The second secon	Protostani		
		Allottee/Purchaser/s submitting			M best to		
		original tax deducted at source					
		certificate and the amount	iskur's i	Jii Sulficial	A SIL BUT		
4		mentioned in the certificate is					
		matching with Income Tax	DOOR		mort unit		
		Department site. Such certificate			100000000000000000000000000000000000000		
		shall be given by the	Minsb.		Ploone.		
		Allottee/Purchaser in due time as	J. Control		o bianturi		
45		prescribed by law regarding the			n seedmuq		
		payments made during the said	AT WELL		HellA of		
		financial year or before delivery			n Solite		
		of possession whichever is	offers (a dance	reitsmin		
		earlier. Non-compliance of the			of the si		
		terms of this clause shall be			erif official		T. Ball
		treated as non-payment or default			e entre e e		
=14 11		on the part of the			Fire disperse		
- 13 17		Allottee/Purchaser and the					
		Promoter/ Developer at its	ten C				
		discretion shall be entitled to					
		disciplion shall be entitled to	E-ALIM TERM	on where	west will diff		





		exercise its rights accordingly	ROUNCE	() () ()	CONTRACTOR OF			
		including charging of interest as	12.78	British - 3	100			
		charged by Income Tax Dept.,		ary as	potare.			
		termination, etc. The		an or	STREET			
		Promoter/Developer, at its	out a	e Mante	ar areas			
	-	discretion and without prejudice		nd or but				
		to its other rights, shall be entitled		mit okt til	alisa tu	12		
		to withhold delivery of		int offerd.	citize et			
		possession of the Flat until		300	apdi si			
		Allottee/Purchaser/s complies		marini A e	and Malaria			
		the above. Without prejudice to		decrees.				
		its other rights and at its		an inches				
		discretion / option, before		it to pos	25666			
F		handing over the possession of						
		the Flat/Unit, if any such		Ro .				
		certificate is not produced, the			Parket Control of the Control			
				35.				
		Allottee/Purchaser/s shall, on			ATT MAKE			
		demand made by the			ALCOHOL SERVICE			
		Promoter/Developer, pay			THE STATE OF			
		equivalent amount as interest free		10 m	EDROUGH GE			
		deposit with the						
		Promoter/Developer, which		II TOT WE				
		deposit shall refunded by the		oniner.	SOME THE			
	1 - 1	Developer on the Purchaser/s		pi -	Markyro		1	
		producing such certificate within		expole est	Property of			
		3 months of the possession.		d Tarly	C-STEAT			
		Provided further that in case the		Pres Os	of pref.			
		Purchaser/s fails to produce such		Tradition !	Magazin S.A.			
		certificate within the stipulated		n Prosento				
		period of the 3 months, the			and remains			
		Promoter/Developer shall be			Restorions			
		entitled to appropriate the said			August A			
		Deposit against the receivable			s lengto			
		from the Allottee/Purchaser/s.						
_	The state of the s	Hom the Anottee/I dichaser/s.	619					
22	7	The Promoter/Developer shall	n/a	n/a	n/a			
22	,	intimate to the	II/a	II/a	ni/a			
		Allottee/Purchaser, demanding		(
		payment of the installment of the		n mandon				
		purchase price to be payable by						
		the Allottee/Purchaser within the		made una				
		period mentioned in such			r internation			
		intimation, which intimation will		M. BOILD	Seaton's Commission			
	. = -	be sent to the Allottee/Purchaser		idutio-u	M. Salamo			
Ti k		by the Promoter/Developer when		into in i	AL Side			
		the same falls due as per clause 4		9 (57	100-1-100-32			
		hereinabove. It is expressly		3167	e16 185			
		agreed by the Allottee/Purchaser		ne desiren	Transmill.			
		that the time for payment of each		elect.	Note to the			
111111111111111111111111111111111111111		of the aforesaid installments of		ed fleats	สมรัชกระสร้า			
		the purchase price as stated in the						
		Far and price as stated in the						





intimation to be sent to the Allottee/Purchaser as mentioned hereinabove and in respect of all amounts payable under this presents. by the Allottee/Purchaser the to Promoter/Developer shall be "the essence of the contract". In the event of the Allottee/Purchaser making three defaults in payment of installments of the purchase within price the period mentioned in the intimation. This Agreement shall stand cancelled and revoked by giving notice of termination such to the Allottee/Purchaser and in that event, all the monies paid by the Allottee/Purchaser till the time of such termination shall refunded to the Allottee/Purchaser by the Promoter/Developer, without any interest and the Earnest paid Money by the Allottee/Purchaser the to Promoter/Developer shall stand cancelled and forfeited. The refund of the monies payable by Promoter/Developer mentioned hereinabove, shall be paid by the Promoter/Developer to the Allottee/Purchaser within 90 days after the termination of This Agreement in the manner stated above subject to the deductions as specified in clause shall be taken consideration at the time of making the accounts. The Promoter/Developer will entitled on the termination of This Agreement to sell and/or dispose of the said Apartment in favour of any other party. The Allottee/Purchaser herein will have no right to object to such sale/disposal of the said Apartment the by Promoter/Developer. The





		Allottee/Purchaser also agrees	Littae					
		that, sending of the said amount		CALIFFER SE				
		by cheque by the		eri beta m	CHIEF TANK			
		Promoter/Developer to the		SHOWER	San United St.			
	1.4	Allottee/Purchaser at the address		d	, althought			
		given by the Allottee/Purchaser		Are Su	THE SHIP			
		in These Presents, whether the		- Lange	est mate			
		Allottee/Purchaser encashes the						
								1
		cheque or not, will amount to the						
		refund of the amount so required						
		to be refunded.	SENO DATES	offer equal.				
		E003	,	,	1			
23	8	In the event, the	n/a	n/a	n/a			
		Allottee/Purchaser desires to		in tem.	name of the			
		cancel his/her/their Apartment,		7 to 100 mg	Marca Daw			
		the Earnest Money paid by the		Alexandria	d fore			
		Allottee/Purchaser shall stand		mean forth	Sestrain.			
		forfeited and the		parton se	dis been			
		Allottee/Purchaser shall not be		to peculoni	Treption?			
		entitled to such Earnest Money		ar-in-stay	50 1000			
		paid by him/her/them to the			bobruits	*		
		Promoter/Developer. The		Superior	Destolla			
		Allottee/Purchaser shall also		est Page of the	Prominer			
		have to bear and pay to the		Land Inc.			1	
		Promoter/Developer, at the time						
		of such cancellation, the			Control of the Contro			
				344				
				Department Decision				-
		Apartment is purchased through		11 11/412	ALCOHOLD IN			
		broker) which brokerage shall		Harry Day	Pro uniu inc			
		have been already paid by the			188 280			
		Promoter/Developer to such		Estrone di	languires.			
		broker.	v ±Chis	Cassacta bi	El VO Eden			
		The Allottee/Purchaser agrees to	(DESC!)	mil oesso	LA SILL OF			
23	9	pay to the Promoter/Developer	n/a	n/a	n/a			
		interest at the rate as prescribed		it magnet	MAN ELITA			
		under the Rules on all the	1,000	his avo	is briefe			
	11	amounts which become due and	of ball	DOOR OR I	noticutes			
		payable by the	100283	96	200			
		Allottee/Purchaser to the		in less				
		Promoter/Developer under the	4111150	the set	No.			
		terms of this agreement from the		wesievel.	was a second			
		date each of the said amount is						
		payable by the						
				Access to the	40.7			
	100							
		Promoter/Developer until	1100		The same of the			
		payment PROVIDED	Marin III	Treaman				
		HOWEVER and it is hereby	a locate	e or itsu				
		expressly agreed that the	909	G The	equilite(s)			
		provision shall neither authorize			Instituto A			
		the Allottee/Purchaser to delay		brolavol.	taka serti			
		the payment of any installment of						





	T						
		the purchase price of the					
		Apartment nor prejudice, limit or					
	1	affect any of the provisions					
		herein contained or any of the					
		powers or remedies of the					
		Promoter/Developer herein					
		contained. Under no					
		circumstances, the possession of					
		the said Apartment shall be given					
		to the Allottee/Purchaser unless					
		and until all payments required to					
		be made under This Agreement					
		by the Allottee/Purchaser to the					
		Promoter/Developer are					
		complied with by the					
		Allottee/Purchaser.					
		The Promoter/Developer hereby			- 715		
24	12	agree that they shall, before	n/a	n/a	n/a		
		handing over possession of the					
		Apartment to the					To design
		Allottee/Purchaser and in any					
		event admitting the Apartment					
		Allottee/Purchaser as members					
						\	
		of the said Society in the		BOTH BUT IN			
		buildings to be constructed on the	11 -44				
		said property, make full and true					
		disclosure of the nature of the					
		title to the said land as well as					
	100	encumbrances, if any, including					
		any right, title, interest or claim					
		of any party in or over the said					
		property, and shall, as far as					
		practicable, ensure that the said					
		property is free from all					
		encumbrances and that the said					
0		Society and the					
		Promoter/Developer have					
		absolute, clear and marketable					
		title to the said property.					

For Atharva Developers

THARVA DEVELOPERS

Partner Neelesh Ketkar