

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.
 2. 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

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		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 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 Rs. /- (Rupees Only), out of which the Promoter/Developer have already received from the Allottee/Purchaser the sum of Rs. /- (Rupees Only) being 10% as advance/part payment or application fee as hereinbefore recited and shall be deposited in RERA Designated Collection Bank Account "ATHARVA DEVELOPERS RERA DESG COLL A/C FOR ATHARVA VAIBHAV" having Account No. 610000000047461 at Saraswat Bank, Gadkari Chowk Branch having IFS Code SARCB0000279 situated at Gadkari Chowk, Dadar. In addition to the above Bank Account we have opened in the same bank RERA Designated Separate Bank Account "ATHARVA DEVELOPERS RERA DESG SEP A/C FOR	6	1(c)	The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) ) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively. (Note For projects where promoters have Area Share, the three bank accounts of the project

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	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
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	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 75% of 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 l. 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 all other 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.
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		environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located m. 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			
16	4(v)	Any deduction of an amount made by the Allottee/Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter/Developer under this Agreement shall be deemed to have been paid by the Allottee/Purchaser and received by the Promoter/Developer and acknowledged/credited by the Promoter/Developer, only upon Allottee/Purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee/Purchaser in due time as prescribed by law regarding the payments made during the said financial year or before delivery of possession whichever is earlier. Non-compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee/Purchaser and the Promoter/ Developer at its discretion shall be entitled to	n/a	n/a	n/a



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		exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter/Developer, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Flat until Allottee/Purchaser/s complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the Flat/Unit, if any such certificate is not produced, the Allottee/Purchaser/s shall, on demand made by the Promoter/Developer, pay equivalent amount as interest free deposit with the Promoter/Developer, which deposit shall refunded by the Developer on the Purchaser/s producing such certificate within 3 months of the possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 3 months, the Promoter/Developer shall be entitled to appropriate the said Deposit against the receivable from the Allottee/Purchaser/s.			
22	7	The Promoter/Developer shall intimate to the Allottee/Purchaser, demanding payment of the installment of the purchase price to be payable by the Allottee/Purchaser within the period mentioned in such intimation, which intimation will be sent to the Allottee/Purchaser by the Promoter/Developer when the same falls due as per clause 4 hereinabove. It is expressly agreed by the Allottee/Purchaser that the time for payment of each of the aforesaid installments of the purchase price as stated in the	n/a	n/a	n/a



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	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 to the 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 price within the period mentioned in the intimation, This Agreement shall stand cancelled and revoked by giving notice of such termination to the Allottee/Purchaser and in that event, all the monies paid by the Allottee/Purchaser till the time of such termination shall be refunded to the Allottee/Purchaser by the Promoter/Developer, without any interest and the Earnest Money paid by the Allottee/Purchaser to the Promoter/Developer shall stand cancelled and forfeited. The refund of the monies payable by the Promoter/Developer as 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 6 shall be taken into consideration at the time of making the accounts. The Promoter/Developer will be 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 by the Promoter/Developer. The			
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		Allottee/Purchaser also agrees that, sending of the said amount by cheque by the Promoter/Developer to the Allottee/Purchaser at the address given by the Allottee/Purchaser in These Presents, whether the Allottee/Purchaser encashes the cheque or not, will amount to the refund of the amount so required to be refunded.			
23	8	In the event, the Allottee/Purchaser desires to cancel his/her/their Apartment, the Earnest Money paid by the Allottee/Purchaser shall stand forfeited and the Allottee/Purchaser shall not be entitled to such Earnest Money paid by him/her/them to the Promoter/Developer. The Allottee/Purchaser shall also have to bear and pay to the Promoter/Developer, at the time of such cancellation, the brokerage charges (if the Apartment is purchased through broker) which brokerage shall have been already paid by the Promoter/Developer to such broker.	n/a	n/a	n/a
23	9	The Allottee/Purchaser agrees to pay to the Promoter/Developer interest at the rate as prescribed under the Rules on all the amounts which become due and payable by the Allottee/Purchaser to the Promoter/Developer under the terms of this agreement from the date each of the said amount is payable by the Allottee/Purchaser to the Promoter/Developer until payment PROVIDED HOWEVER and it is hereby expressly agreed that the provision shall neither authorize the Allottee/Purchaser to delay the payment of any installment of	n/a	n/a	n/a



Handwritten signature/initials.



		the purchase price of the Apartment nor prejudice, limit or 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.			
24	12	The Promoter/Developer hereby agree that they shall, before handing over possession of the Apartment to the Allottee/Purchaser and in any event admitting the Apartment Allottee/Purchaser as members of the said Society in the buildings to be constructed on the said property, make full and true disclosure of the nature of the title to the said land as well as 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 Society and the Promoter/Developer have absolute, clear and marketable title to the said property.	n/a	n/a	n/a

For Atharva Developers



Neelesh Ketkar

Partner
Neelesh Ketkar