

MUKUNDAN INFRA

Dated: 10th March 2023

To,
Maharashtra Real Estate Regulatory Authority
Housefin Bhavan, Near RBI, E Block,
Bandra Kurla Complex,
Bandra East, Mumbai 400051
Maharashtra-India

Sub: Information about Deviations from Model Agreement for Sale

Dear Sir/Madam,

We, Ravi Rajlingam Mukund and Mukundan Life Space Pvt Ltd through its Director Kunal Ravi Mukund partners of MUKUNDAN INFRA, promoter of proposed project called as "MUKUNDAN ASTRIA" situated site office: S.No.132(A), Village: Nilemore, Nallasopara (West), Tal-Vasai, Dist.Palghar, Maharashtra- 401203, do hereby solemnly declare we have adopted model agreement for sale as per Annexure 'A' rule 10(1). However, we have made the changes in the Proforma of Agreement for sale is as follows:

Sr No	Clause No of Model Agreement for Sale	Clause no. of proposed Agreement of Sale	Changes in Clause as per Proposed Agreement
1	1	2	Apart from the sample clause 1, additional point added as below, rest is same as Clause 1 of Model Agreement for sale: <i>The Allottee/s also exclusively agree/s that the Promoters shall entitled to put up additional floors on the said proposed building or in the said project land itself and that the Promoters shall be entitled to all the benefits which may be available as per the existing laws or any other laws, enactments, ordinances, circulars,</i>

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			<i>guidelines etc. that may be issued by the concerned authorities from time to time.</i>
2	1a(ii)	-	Not applicable to the project hence deleted.
			2(c) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (RUPEES) _____) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance 90% consideration amount a sum of Rs. _____/- (Rupees _____ only) in the following manner: - - Amount of Rs. _____/- 10% Amount on the execution of Agreement; - Amount of Rs. _____/- 20% on completion of the Plinth of the building or wing in which the said Flat/Shop is located. - Amount of Rs. _____/- 43% on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Shop is located. - Amount of Rs. _____/- 10% on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop. - Amount of Rs. _____/- 5% on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the

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			floor level of the said Flat/Shop. vi. Amount of Rs. _____/- 5% to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop is located. vii. Amount of Rs. _____/- 5% 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 Flat/Shop is located. viii. Balance Amount of Rs. _____/- 02% at the time of handing over of the possession of the Flat/Shop to the Allottee/s.
	1(h)	2(h)	(2)(h) Any payments made by the Allottee/s to the Promoters shall be first appropriated towards interest and the balance if any towards the principal sums of the installations under consideration.
	-	2(i)	(2)(i) It is clarified that upon termination of this agreement default by allottee/s or commit breach of any of the terms, covenants and conditions of this agreement, the allottee/s shall not be entitled to make any claim against the Promoters herein whether by way of any losses, damages, compensation or otherwise the

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			Promoters shall be at liberty to dispose off and sell the said flat to such a person and at such price as the Promoters may in their absolute discretion think fit.
		2(j)	2(j) In case the allottee/s wishes to avail of loan from any bank or financial institution, he/she/they will approach the Promoters for their NOC for obtaining the said loan and will then approach the bank/financial institution for the same. The allottee/s will inform the Promoters in advance if he/she/they wishes to transfer his/her/their existing loan obtained against the said flat from one financial institution or bank to another. In case the allottee/s give false information regarding clearance of loan from one bank and/or does not inform the Promoters about subsequent loan obtained from another bank then, the earlier NOC given by the Promoters in this regard will stand invalid. Similarly, it will be the financial institution / bank responsibility to verify whether the allottee/s has/have not taken multiple loans on the said flat from various banks and the Promoters in any way will not be responsible for the same.
	-	31	31) In the event of the said project land or any part portion thereof being notified for future road set back the Promoters shall be entitled to receive the compensation and/or such other benefit that may be provided by the authorities concerned for

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			such set back. The allottee/s will not object to the handover of road setback to the concerned authority.
	-	32	32) The Promoters' right to amalgamate the said project land with adjoining property and is entitle to benefit to extra / additional / balance FSI/TDR and the benefits and advantages available to the said project land under DCR and in that event the Promoters have right to use way on the said project land to the adjoining property.
	-	33	33) The allottee/s in case of a Partnership Firm, will furnish a copy of the Partnership Deed and the names and address of the present partners and undertake to furnish in writing to the Promoters the names of Partner/s for the time being constituting the firm, in the event of there being any change therein. In case the Allottee/s is/are a company, then the copy Memorandum and Articles of Association of the Company and a Board Resolution authorizing the signatory to sign and execute this agreement for sale on behalf of the company shall be furnished to the Promoters before execution of this agreement. In case of allottee/s is a Trust; the allottee/s will furnish a copy of trust deed and the name of all the trustees and beneficiaries under the Trust. In case the allottee/s is HUF, the allottee/s will furnish all the names of the members of the HUF

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			and the list of minors in the HUF.
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There are no other changes in Model Agreement Sale and Agreement Sale.

Thanking You,

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