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Deviation Report

Model Agreement for Sale vs Agreement for Sale for 'Alliaance The View'

To the best of our knowledge and belief, the Agreement for Sale for 'Alliaance The View' is similar to as prescribed by MahaRERA.

The following Table provides a correspondence and comparison between the Clauses in the Model Agreement for Sale and the Agreement for Sale for 'Alliance The View', with remarks on minor deviations, if any:

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
1	Recitals	Recitals	Recitals in the Draft Agreement provide the complete details for the flow of Title and rights in the Said Plot to the Builders as mandated by MahaRERA
2	Clause No. 1 – Construction of the Said Project	Clause No. 1	Clauses are similar
3	Clause Nos. 1.a and 1.b – Purchase clause and Consideration clause	Consolidated in Clause No. 2	Our clause is as prescribed by MahaRERA and include details of parking spaces as per Order 60/2024. The total lumpsum consideration price is included in this clause.
4	Clause No. 1c – Payment Schedule	Clause No. 8 and Third Schedule	The amount already paid and the schedule for balance payment is mentioned in

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S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
			Clause 8 and in the Third Schedule, which is as prescribed by MahaRERA, with a little more granularity in the payment schedule
5	Clause No. 1d	Clauses Nos. 4 to 6	Clause 4 prescribes applicability of TDS, Clause 5 details the charges included in the consideration price and Clause 6 details the costs and charges that are payable in addition to the consideration price. The exclusions are as prescribed by MahaRERA.
6	1.e – Consideration to be escalation free	Clause No. 7	Clauses are similar
7	1.f – Rebate	Alternate Clause No. 8	The rebate is at the discretion of the Builders and shall be negotiated separately with the Purchasers
8	1.g – Final Carpet Area	Clause No. 9	Clauses are similar

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S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
9	1.h – Appropriation of Payment	Clause No. 10	Clauses are similar
10	Clause 2.1	Clause No. 11	Clauses are similar
11	Clause 2.2	Clause No. 13	Clauses are similar
12	Clause No. 3	Clause No. 12	Clauses are similar
13	Clause No. 4.1 – Delay in construction by Builder or payment by Purchaser	Clause Nos. 14 and 15	The two sub-parts of have been split into separate clauses, but the Clauses are similar to the Model Agreement
14	Clause No. 4.2 – Termination on default in payment by the Purchaser	Proviso to Clause No. 15	The termination clause has been added in the proviso to Clause No. 15 and is similar to the Model Agreement.
15	Clause No. 5 – Fixtures and Fittings	Clause No. 3 and Annexure M	Clause is incorporated as prescribed
16	Clause No. 6 – Possession date	Clause No. 18	Clauses are similar

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
17	Clause No. 7.1 to 7.3 – Possession of the Said Unit	Clause Nos. 19 and 20	The Model Clauses have been sub-divided into two Clauses, and are as prescribed by MahaRERA
18	Clause No. 7.4 – Defect liability	Clause No. 21	Clauses are similar (with a proviso that Builder shall not be responsible for damage due to unauthorized constructions by the Purchasers)
19	Clause No. 8 – Purchasers to use Said Unit as permitted	Clause No. 22	Clauses are similar (with additional provision to prevent immoral activities in commercial units)
20	Clause No. 9 – Society Formation	Clause No. 23	First part of Clause No. 23 is similar to Clause No. 9 of the Model Agreement. Added a sub-clause that the Builders shall apply for Society within three months from the date on which fifty one per cent (51%) of the total number of purchasers the Said Project, have booked their units. This is in compliance with Order 38/2022.
21	Clauses No. 9.1 and 9.2 –	Clause No. 24	Clause 9.1 is added as Clause 24 with a deviation that Conveyance and Lease

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
	Conveyance of Land to Society and Lease Deed		Deed shall be executed within three months of receipt of the Occupancy Certificate. This is in compliance with Order 38/2022. Added a proviso that if permission for additional construction is received from MAHARERA then conveyance can be delayed.
22	Clause No. 9.4 – Society Formation	Clause No. 25	Clauses are similar, with addition of a proviso that the Builders may collect advance maintenance for 01 year, and that the Purchasers shall be liable to pay the maintenance to the Society, after formation of the Society
23	Clause Nos. 10, 11 and 12 – Additional payments by the Purchasers	NA	Legal and Capital Costs for formation of the Society, as well as Deposits for the Utilities are included in the lump sum consideration amount, as per Clauses 5 (b), (c), and (d). Costs for Conveyance of the Land and Deposit for Maintenance charges is included in Clauses 6 (c), (d), and (e) and in proviso to Clause 25

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
24	Clause No. 13 – Builders' covenants	Clause No. 26	Clauses are similar
25	Clause No. 13 – Purchasers' covenants	Clause No. 27	Clauses are similar with addition of two additional covenants that the Purchasers shall not occupy the common areas of the Said Project and that they shall not claim rights in parking and balconies lawfully sold to purchasers of other Units
26	Clause No. 15 – Capital and Legal costs to be kept separately	NA	This Clause is not applicable as the Builders are not separately collecting any Capital and Legal Costs for Society formation
27	Clause No. 15A – Brokerage	Clause No. 44	Clauses are similar
27	Clause No. 16 – Agreement not to be a grant or demise	Clause No. 30	Clauses are similar

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
28	Clause No. 17 – Builders not to create charge	Clause No. 33	Clauses are similar
29	Clause No. 18 – Binding Effect	Clause No. 34	Clauses are similar
30	Clause No. 19 – Entire Agreement	Clause No. 35	Clauses are similar
31	Clause No. 20 – Right to Amend	Clause No. 36	Clauses are similar
32	Clause No. 21 – Applicability to subsequent Purchasers	Clause No. 37	Clauses are similar
33	Clause No. 22 – Severability	Clause No. 38	Clauses are similar
34	Clause No. 23 – Proportionate Share	Clause No. 39	Clauses are similar
35	Clause No. 24 – Further Assurances	Clause No. 40	Clauses are similar

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
36	Clause No. 25 – Place of Execution	Clause No. 41	Clauses are similar
37	Clause No. 26 – Presentation for Registration	NA	Already covered in Clause Nos. 34
38	Clause Nos. 27 and 28 – Notices and Joint allottees	Clause No. 42	Both clauses have been clubbed in one Clause which is in the form as prescribed by the Model Agreement
39	Clause No. 29 – Stamp Duty and Registration Charges	Clause No. 43	Clauses are similar
40	Clause No. 30 – Dispute Resolution	Clause No. 45	Clauses are similar
41	Clause No. 31 – Governing Law	Clause No. 46	Clauses are similar
42	Additional Clauses added by the Builder	Clause Nos. 16, 17, 28, 29, 31, and 32 inserted by the Builders	Clause No. 16 provides that the Builders may tolerate delay in payment by the Purchasers, at their sole discretion.

S. No.	Clause No. and Description in Model Agreement for Sale	Corresponding Clause in our Agreement for Sale	Remarks on Deviations, if any
			Clause No. 17 provides for a method to cancel the Agreement for Sale Clause No. 28 mandates that the Purchasers shall not transfer the Said Unit without permission of the Builders before formation of the Society Clause 29 provides that the Purchasers shall carry out any interior works in the Said Unit only as per sanctioned plans and without disturbance to purchasers of other units Clause No. 31 ensures that the Builders shall retain rights to any unsold units in the Said Project and that the Purchasers or Society shall not claim any rights therein Clause No. 32 informs about loan taken by the Builders (for which Sale NOC is obtained from the Lender)

All the mandatory clauses of MahaRERA, including non-negotiable clauses as per Orders 38/2022 and Order 60/2024, have been incorporated in the Agreement for Sale as below:

1. Parking – Clause No. 2 of the Agreement for Sale
2. Formation of Society – Clause No. 23 of the Agreement for Sale

3. Conveyance – Clause No. 24 of the Agreement for Sale

4. Lease Clause – Clause No. 24, 2nd Paragraph of the Agreement for Sale

The Agreement for Sale shall be executed between the Builders and the Purchasers as per the terms agreed between them, within the basic structure and format of the Model Agreement for Sale as prescribed by MahaRERA and with all non-negotiable clauses. The Agreement also provides additional information which shall be beneficial to the Purchasers, and has a few additional clauses for the common benefit of the Society.

Therefore the Agreement is in compliance with all the Orders of MahaRERA and may please be approved.

For M/s Alliaance Realty,

Partner