



Date: 06/01/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: CHANDRAPRABHA

Project Land: land Survey No.1000, Plot No.1164, Old City Survey No.1132-A, New CTS No.1132/A/B, admeasuring 1672.20 sq. mts. or thereabouts together with the structure consisting of two building having four wings of ground + two upper floors each standing thereon known as 'ChandraPrabha' forming part of the "Chandra Prabha Co-op. Housing Soc. Ltd." lying, being and situate at Murar road, Village Mulund (West), Taluka Kurla,

Promoter Name: **MANISHA SUPREME REALTY LLP.**

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 7 Added portion:

i. **Rs. _____ /-(Rupees _____ only) (10% of the total consideration) paid on or before execution hereof , the payment and Receipt whereof the PROMOTERS/DEVELOPERS DO hereby admit and acknowledge).**

ii. **Rs.** _____ /-(Rupees _____ only) (**20% DEVELOPERS** after the execution of agreement

iii. **Rs.** _____ /-(Rupees _____ only) (**15%** of the total consideration) to be paid to the PROMOTERS/DEVELOPERS on completion of the Plinth of the building or wing in which the said Apartment is located.

iv. **Rs.** _____ /-(Rupees _____ only) (**42%** of the total consideration) to be paid to the PROMOTERS/DEVELOPERS on completion of the slabs Including podiums and stilts of the building or wing in which the said Premises are located. (total 20slabs, 2.1% on each slab)

v. **Rs.** _____ /-(Rupees _____ only) (**3%** of the total consideration) to be paid to the PROMOTERS/DEVELOPERS on completion of the walls of the flat premises.

vi. **Rs.** _____ /-(Rupees _____ only) (**5%** of the total consideration) on completion of external plaster, windows ,external paint of the building ,external plumbing, internal electrical works, paintings and sanitary fittings of the said Premises.

vii. **Rs.** _____ /-(Rupees _____ only) (**5%** of the total consideration) at the time of handing over of the possession of the said Premises to the Purchaser after receipt of occupancy certificate or completion certificate

ii. Clause 7 Added portion:

It is specifically clarified that the Purchasers shall pay the said installments within stipulated time period even though they availed loan from the financial institution and disbursement of the loan takes place or the loan proposal is delayed. The PROMOTERS

/DEVELOPERS shall not be responsible for any delay in disbursement of the loan amount for any financial institution/bank.

iii. Clause 7 Added portion:

The Purchaser/s shall deduct amount towards TDS as applicable by law of the total consideration amount. The Purchaser/s shall deposit the same in the appropriate Bank and produce TDS certificate to the PROMOTERS/DEVELOPERS within one week from the date of registration of this Agreement. The said TDS amount shall form part of the consideration amount of the said Flat.

iv. Clause 12 Added portion:

Without prejudice to the right of PROMOTERS/DEVELOPERS to charge interest in terms of clause no.13, here after, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the PROMOTERS/DEVELOPERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the PROMOTERS/DEVELOPERS shall at their own option, may terminate this Agreement.

Provided that, PROMOTERS/DEVELOPERS shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of his/her intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate

the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the PROMOTERS/DEVELOPERS within the period of notice then at the end of such notice period, PROMOTERS /DEVELOPERS shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS/DEVELOPERS shall be entitled to forfeit a sum equivalent to 10% of the agreed sale consideration amount as above, plus all incurred/accrued costs towards the sale or on account of taxations and statutory dues and refund the balance amount within 30 days of termination. The Developers shall then be at liberty and entitled to sell the above Apartment to any person of their choice.

v. Clause 26 Added portion:

In the event of the Purchaser/s being admitted as member of the said Society before the sale and disposal by the PROMOTERS/DEVELOPERS of all the premises in the building/s, the power and authority of the Society/ Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the building/s shall be subject to the overall authority and control of the PROMOTER/DEVELOPERS in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular PROMOTERS/DEVELOPERS shall have the absolute authority and control as regards the unsold premises and disposal thereof. The PROMOTERS/DEVELOPERS shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/ premises, if any. In case the Premises remained unsold for 12 months from O.C. then the

PROMOTERS/DEVELOPERS shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Society/ Organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

vi. Clause 59 Added portion:

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchasers of the flat attached to the terrace Premises and such terrace spaces are intended for the exclusive use of the respective purchaser of flat attached to terrace Premises. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the PROMOTERS/DEVELOPERS and the Society.

vii. Clause 60 Added portion:

It is specifically clarified that the PROMOTERS/DEVELOPERS shall be entitled to allow or permit the concerned authorities to put cable station, hoardings, machineries etc. in the terrace or in the open portion of the building to carry on telephone, cable or any other lawful activities and Purchaser un-conditionally undertake not to take any objection there for.

viii. Clause 61 Added portion:

The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other

concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the PROMOTERS/DEVELOPERS. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.

ix. Clause 62 Added portion:

The Purchaser/s are aware that stilt car parking, podium car parking and open car parking belong to the PROMOTERS/DEVELOPERS only and the same cannot be used by the purchaser/s unless acquired from the PROMOTERS/DEVELOPERS under a separate allotment letter and or an Agreement is executed by the PROMOTERS/DEVELOPERS. The security of PROMOTERS/ DEVELOPERS shall have every right to remove any such car/ vehicles parked by purchasers, from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibilities of Members of the Society to see that, members and/ or the Purchaser/s do not park their cars, on any open area of the said property, to whom, the PROMOTERS/DEVELOPERS have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof.

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 06/01/2023 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,

MANISHA SUPREME REALTY LLP

A handwritten signature in blue ink, appearing to read 'Aly Nandya', with a horizontal line drawn underneath the name.

Partner