

GHORI DEVELOPERS

DEVIATION REPORT WITH RESPECT TO MODEL COPY OF AGREEMENT FOR SALE

To,

Date: 09.12.2024

MAHA RERA

House fine Bhavan, Near RBI,
Plot No. C 21, E Block, Bandra
Kurla Complex Bandra Kurla
East, Mumbai 400 051

**SUB: DEVIATION REPORT WITH RESPECT TO THE MODEL FORM OF
AGREEMENT FOR SALE FOR THE PROPERTY HAVING PLOT**

Sir,

DOCUMENT TYPE: AGREEMENT FOR SALE

PROJECT NAME: OPAL AVENUE

PROJECT LAND : Land bearing Survey No.38, Hissa No.4, City Survey No.312, 312/1 to 7 lying & being in Village Kanheri, Tal. Borivali, M.S.O. in the Registration District of Mumbai City and Mumbai Suburban

A. Name of the Promoter/Organization:- M/S. GHORI DEVELOPERS [Partnership Firm] & its Partners

B. Address: Office No:B-202, Floor No: 2nd, Building Name: Vishnu Office Premises CHS, Sector-15, Plot No.26, C.B.D. Belapur, Thane, Maharashtra 400614

We hereby declare that the following are additions made in the Agreement for Sale to be executed by the Developer with the Allottee/s vis Model Form of Agreement for Sale as per Rule 10 (1) for the project “

The additional clauses in Model Form Clauses is highlighted in Yellow colour in Column ‘additional clauses of Developer’ AFS.

SR. NO.	Page No.	Clause No.	Additional Clause in Developer AFS
1.	12	RECITAL	<u>APPLICABLE TDS DEDUCTION:</u> AND WHEREAS TDS to be deducted on sale value as applicable & Guide Line, Rules & Provision of Income Tax Act & Rules
2.	17	<u>COVENANT CLAUSE NO.3{ii}</u>	If any increase in FSI by paying premium or

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		<u>ADDED PORTION:</u>	additional charges to The CIDCO of Maharashtra Ltd. as per unified Development Control Promotion Regulation for Maharashtra State than the Promoter will be at liberty to amend modified the building plans to consume the entire F.S.I. of Plot by constructing additional area and floors to proposed building. The Allottee/Purchasers of units/flats will not have any objection for same.
3.	19	<u>COVENANT CLAUSE NO.6 ADDED PORTION:</u>	It is It is further clarified that in the event Promoter / Developers obtains the Occupation Certificate in respect of the said Premises/Building and Promoter offers the Allottee to take possession of the said Premises prior to the Possession Date, then in such case the Allottee agrees that Promoter shall be entitled to demand the outstanding instalments of the Sale Consideration and Allottee /Purchaser agrees and undertakes to pay the same, without any delay and/or demur.
4.	21	<u>CLAUSE NO.7.5 ADDED PORTION:</u>	<u>INSURANCE OF PROJECT:</u> The Promoter shall be responsible to at their own cost to keep the said project adequately insured covering risks such as fire, flood, earthquake, storm tempest, aircraft collision, riot, sabotage etc. The cost of such insurance premium for First Five [05] Years from issuance of Occupancy Certificate shall be borne by the Promoter, the Promoter shall use the compensation, claim amount to repair, damages, renovate the defects of building.
5	29 to	<u>CLAUSE NO.18-A.</u>	A. Over and above the consideration and other

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	30	<u>ADDED PORTION:</u>	amounts payable by the Allottee/Purchaser, the Allottee/Purchaser hereby agree that in the event of any amount becoming payable by way of levy or Premium, Taxes, Cess, Fees, Service charges, ALP, Etc., after the date of this Agreement to the Brihanmumbai Mahanagarpalika/Municipal Corporation of Greater Mumbai [MCGM], MHADA and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters/Developers, however, the same would be reimbursed by the Allottee/Purchaser to the Promoters/Developers in proportion of the area of the said Flats to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.
6	30	<u>CLAUSE NO.18-B ADDED PORTION-</u>	<u>WATER SUPPLY</u> : The Allottee/Purchaser is/are further made aware that potable water supply is provided by the Brihanmumbai Mahanagarpalika/Municipal Corporation of Greater Mumbai [MCGM], MHADA and other concerned government authorities and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters/Developers have not represented to the Allottee /Purchaser or

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			undertaken to the Allottee/Purchaser that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
7	30	<u>CLAUSE NO.18-C ADDED PORTION-</u>	<u>PROMOTER CONTRIBUTION TOWARDS UNSOLD FLATS :</u> It is also agreed and understood that the Promoter shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Flats lying vacant & unsold Flats in the said Building. However the Promoter shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges. However if the Promoter gives the Flats on lease/license than they shall pay all the proportionate charges as paid by all other Flats Allottee/Purchasers.
8	31	<u>CLAUSE NO.18-D ADDED PORTION-</u>	Further the Promoter and the Allottee agree that the Promoter can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body /Society without paying any transfer premium or any other charges to the said Society/Condominium except the amount of Share Capital of Rs.500/- and Entrance Fees of RS.100/- .

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9	31	<u>CLAUSE NO.18-E ADDED PORTION-</u>	The Allottee/Purchaser is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has/have agreed to and is/are executing this Agreement and Allottee/Purchaser hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/Purchaser being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present /future writings with the Allottee/Purchaser and /or arising there from.
10	31 to 32	<u>CLAUSE NO.18-F ADDED PORTION-</u>	<u>TRANSFER OF FLATS BY PURCHASER DURING PERIOD OF CONSTRUCTION /BEFORE OCCUPANCY OBTAINED:</u> If the Allottee/Purchaser, before being put in possession of the said Flats, desire/s to sell or transfer his/her/their interest in the said Flats or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after

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			the Allottee /Purchaser obtain/s the prior written permission of the Promoter on their behalf. In the event of the Promoter granting such consent, the Allottee /Purchaser shall be liable to and shall pay 5% of the aggregate consideration to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s /assignee/s of the Allottee/Purchaser shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/Purchaser to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s /assignee/s also.
11	32	<u>CLAUSE NO.18-G ADDED PORTION-</u>	All obligations of the Allottee/Purchaser and covenants made by the Allottee/Purchaser herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flats may come.
12	32	<u>CLAUSE NO.18-H ADDED</u>	Notwithstanding anything contained herein, the Promoter shall, in respect of any amount

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		<u>PORTION-</u>	remaining unpaid by Allottee /Purchaser under the terms of this Agreement, have a first lien and charge on the said Flats agreed to be purchased by the Allottee /Purchaser hereunder.
13	32	<u>CLAUSE NO.18-I ADDED PORTION-</u>	<u>NO WAIVER OF TERMS:</u> Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Allottee /Purchaser shall not be constructed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms & conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.

We say that this disclosure is to the best of our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale have been prepared and submitted to MahaRERA on _____. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules & Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website alongwith its Deviation Report.

FOR, M/S. GHORI DEVELOPERS [Partnership Firm]

For GHORI DEVELOPERS


Partner / Authorised Signatory

(PARTNER)

Date: 09.12.2024

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