



KONARK LAND DEVELOPERS

Date: 27/04/2024

Subject: Deviation Report with respect to the model Agreement for Sale

We, **M/s. Konark Land Developers**, hereby declare that save and except the deviations highlighted in yellow in the attached draft of the Agreement for Sale and listed out herein below, the draft Model Agreement for Sale submitted by us is in accordance with the prescribed format of MAHARERA:

Additional Clauses

Clause No.	Page No.	Particulars
1,2,3,4, 5&6	WHEREAS:	<p>(a) One Dr. Ramanlal Bawajibhai Patel for himself and as Karta of the Hindu Undivided Family were absolutely seized and possessed or otherwise well and sufficiently entitled to a piece or parcel of non-vacant land with certain structures standing thereon admeasuring about 1587.56 square meters or thereabouts, bearing Final Plot No. 174(pt) of Town Planning Scheme No. II, Vile Parle and C.T.S. No. 1531, 1531/1 to 16 of Vile Parle and bearing Municipal K-Ward Nos: 254, 256 and 257 and Street Nos. 26, 26-A, 26-C and 27 in the District & Registration Sub-District of Bombay City & Suburban(hereinafter referred to as said "Plot");</p>

(b) By an Agreement dated November 11, 1979, Dr. Ramanlal Bawajibhai Patel for himself and as Karta of the Hindu Undivided Family & Others agreed for an absolute sale to Kiran Builders, a Partnership firm constituted under the Indian Partnership Act, 1932 of the said Plot and in pursuance thereto Kiran Builders had been put in possession of the Plot and had been granted the permission to get the building plans sanctioned to erect a building and to sell the tenements in the extension of the building on 'Ownership Basis';

(c) The Plans of the building to be constructed on the aforesaid Plot were duly approved and Certificate of Commencement of construction in pursuance of such plans was granted by the Municipal Corporation of Greater Mumbai ("MCGM") and the construction was undertaken by the said Kiran Builders. The said Kiran Builders have constructed a building known as 'Ram Baugh' (subsequently renamed as '**Ganesh Chhaya**' having two wings viz. Wing "A" and Wing "B" (hereinafter referred to as "**Existing Building**") and more particularly described herein below) on the aforesaid Plot in accordance with the Building Plans

and sold the flats to different purchasers after providing flats to the existing tenants in the old building as described herein below. The Building Occupation Certificate bearing Sr.No. CE/7793/BSII/AK dated November 27, 1989 has been issued by the MCGM to use and occupy the Existing Building;

- (d) The then purchasers of the flats in the Existing Building came together and formed the said Society under Sr. no. No. BOM/W-KE/HSG/TC-3073 dated December 9, 1987 and became members thereof;
- (e) The then Purchasers / members of the Society requested Dr. Ramanlal Bawajibhai Patel &Ors. and Kiran Builders to transfer, convey and assign their respective rights, title and interest to the said Plot of land and the Existing Building to the name of the Society and both consented the same;
- (f) Vide an Indenture dated March 23, 1995 and registered with the Sub-Registrar of Assurances at Serial No.BDR-1/1210/1995 duly registered with the sub-registrar of Assurances at Bandra, Dr. Ramanlal Bawajibhai Patel &Ors. and Kiran Builders transferred, convey and assign their respective rights, title and interest to the

said Plot of land and the Existing Building to the said Society. Pursuant to the above Indenture the name of the said Society was recorded in revenue record. i.e. the Property Register Card vide entry no. 3 dated September 7, 2002 and the Society is paying the property taxes and maintaining the property since the year 2002;

(g) Now, the Society is the owner of and is absolutely seized and possessed of and well and sufficiently entitled to all those pieces and parcel of land bearing Final Plot No. 174(pt) of Town Planning Scheme No. II, Vile Parle and C.T.S. Nos. 1531, 1531/1 to 16 of Village Vile Parle (East), in the District and Sub-District of Mumbai Suburban, admeasuring about 1587.56 sq. mtrs. (hereinafter referred to as said "**Plot**") along with the Buildings standing thereon known as "**Ganesh Chhaya**", having two wings viz. Wing "A" and Wing "B" as described herein below (hereinafter referred to as "**Existing Building**") and other structures, including a well standing thereon, lying, being and situate opposite Navin Thakkar auditorium at N.P. Thakkar Road, formally known as Gujarati Mandal Road at Vile Parle

		<p>(East), Mumbai 400057.</p> <p>(h) By, in the manner, for the consideration and on the terms and conditions recorded in the Development Agreement dated 18th November, 2019, duly registered at the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-15/5483 of 2019 ("the said Development Agreement" for short), and Power of Attorney dated 31st December 2021, executed between the said Society and the Promoters/Developers hereinabove, the Promoters/Developers have acquired from the said Society the rights to demolish the structures that were so standing on the said Property and to construct in its place and stead a new structure having modern amenities entirely at the costs of the Promoters/Developers in the manner and on the terms and conditions including the consideration more particularly set out in the said Development Agreement;</p> <p>(i) The Promoters/Developers have become well and sufficiently entitled to all the rights to develop the said Property by utilizing and consuming the F. S. I. inherent to the same as per the rules and regulations for the time being in force as also the increase in such</p>
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permissible F. S. I. and/or further F. S. I. like Transferable Development Rights (T.D.R.), Fungible F.S.I, Road width F.S.I, etc. under any of the Schemes permissible under the rules from time to time framed in this behalf by the authorities competent in this behalf including the Government of Maharashtra;

(i) Pursuant to the execution of the Development Agreement, the Promoters/Developers have got sanctioned from the Brihanmumbai Mahanagarpalika, the plans of the new construction proposed on the said Property albeit in the name of the said Society, which construction has stilts and 11 upper floors, having 2 wings A and B; a copy of the I. O. D. issued by the said Brihanmumbai Mahanagarpalika in this behalf being annexed hereto and marked **Annexure "I"** and upon due compliance by the Promoters/Developers of the conditions in this behalf prescribed under the said I. O. D., the Promoters/Developers have got from the said Brihanmumbai Mahanagarpalika the requisite Commencement Certificate in respect of the said construction thus proposed on the said Property, a copy of the said Commencement Certificate issued by the

said Brihanmumbai Mahanagarpalika in this behalf being annexed hereto and marked **Annexure "II"**;

(k) While sanctioning the said plans, Brihanmumbai Mahanagarpalika has laid down certain terms, conditions, stipulations and restrictions which such terms, conditions, stipulations and restrictions till now have been and even hereafter will have to be observed and performed by the Promoters/Developers while completing such a proposed construction and only upon the observations and performance whereof, the occupation and completion certificate in respect inter alia of the aforesaid construction shall be granted by the said Mahanagarpalika, the Promoters/ Developers hereby agreeing to ensure that the Promoters/ Developers shall duly observe and perform all such terms, conditions, stipulations and restrictions;

(l) The Purchaser/s has/have applied to the Promoters/ Developers for allotment to the Purchaser/s of a flat being Flat No. _____ on ____ floor of the aforesaid construction thus being constructed on a part of the said Property which Flat is hereinafter referred to as "the said Flat" and more particularly described in the

		<p>third schedule hereunder written;</p> <p>(m) Pursuant to the application thus made by the Purchaser/s, the Promoters/ Developers have agreed to sell the said Flat to the Purchaser/s at the price and on the terms and conditions mutually agreed upon;</p> <p>(n) A copy of the typical floor plan of the proposed construction is hereto annexed and marked Annexure “III”;</p> <p>(o) The Promoters/ Developers have given inspection to the Purchaser/s of the copies of all the documents relating to the said Property including the plans sanctioned by the Brihanmumbai Mahanagarpalika, designs and specifications and of such other documents as are specified under Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, management and transfer) Act, 1963 (hereinafter referred to as the MOFA) as well as the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the RERA Act) and the rules made under each of the said Acts and the Purchaser/s is/are satisfied in this behalf prior to the execution hereof;</p> <p>(p) The Promoters/Developers, prior to the execution</p>
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		<p>hereof, have also given to the Purchaser/s copies of various documents referred to hereinabove and the Purchaser/s doth/do hereby confirm his/her/their having duly received all such copies;</p>
t	6&7	<p>The Developer(s) have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "<u>Ganesh Chhaya Co-Operative Housing Society Limited</u>" situated at <u>C.T.S. Nos. 1531, 1531/1 to 16</u> of Village Vile Parle (East), in the District and Sub-District of Mumbai Suburban, <u>admeasuring about 1587.56 sq. mtrs as per (1580.3 Sq.mtrs as per Property Card)</u> situate opposite <u>Navin Thakkar auditorium at N.P. Thakkar Road, formally known as Gujarati Mandal Road at Vile Parle (East)</u> Project RERA Registration No <u>P51800054151</u>.</p> <p>In pursuance of the terms and conditions, an Indenture of Mortgage dated <u>28-03-2024</u> has been executed between the Developer as Mortgagor and AU Small Finance Bank Ltd. as Mortgagee and have created a Mortgage on the Project "<u>Ganesh Chhaya Co-Operative Housing Society Limited</u>" upon the terms and</p>

		<p>conditions mentioned therein. The said Indenture of Mortgage dated <u>28-03-2024</u> is registered with Office of Joint Sub Registrar <u>Andheri 4</u> under Serial No. BDR-15/5413/2024.</p>
1.	8 & 9	<p>1. The Promoters/Developers, at their costs, shall construct on all that piece and parcel of land and ground more particularly described in the Second Schedule hereunder written, hereinafter referred to as "the said Property", a new construction having stilts and 11 upper floors having 2 wings A and B and housing inter alia 62 flats in accordance with the plans, designs and specifications seen and approved by the Purchaser/s prior to the execution of the Agreement and approved by the Brihanmumbai Mahanagarpalika with such variations and modifications as the Promoters/Developers may consider necessary or expedient or as may be required by any Public or Local Body or Authorities to be made in them or any of them and the Purchaser/s hereby consent/s to such variations being made PROVIDED THAT the total area of the Flat hereby agreed to be sold to the Purchaser/s is not thereby reduced. The said building presently is</p>

known as "Ganesh Chhaya Co-operative Housing Society". The Promoters/Developers, as is expressly mentioned hereinabove, have given an express notice to the Purchaser/s that although the Promoters/ Developers presently have proposed to construct on the said Property only one construction having stilts and 11 upper floors having 2 wings A and B and housing inter alia 62 flats, the Promoters/ Developers will take advantage of any further and/or additional F. S. I. including T. D. R. etc. which might be available to the Promoters/ Developers under the rules and regulations for the time being in force in this behalf in which process the Promoters/ Developers may construct additional floors on the structure presently proposed on the said Property and the Purchaser/s has/have given his/her/their express consent to the Promoters/ Developers so exercising their such rights in this behalf. Upon the Promoters/ Developers exercising their rights in this behalf hereby recorded, the Promoters/ Developers shall be entitled to deal with and/or dispose off the flats on such additional floors in such manner and on such terms and conditions as the Promoters/

		Developers in their absolute discretion may deem fit and proper and the amounts that shall be received and/or recovered by the Promoters/ Developers by so dealing with and/or disposing off the flats on such additional floors shall belong to the Promoters/ Developers alone without the Purchaser/s herein being entitled to claim any share of such amounts on any ground whatsoever. The Purchaser/s doth/do hereby expressly agree, declare and undertake to render all co-operation necessary and to duly sign and execute all forms, writings and/or documents necessary for giving full and proper effect to the provisions herein contained.
2	9	along-with exclusive right to use _____ stilt/open/stack/pit puzzle parking it being clear that the allotment of parking is together with the Flat and no separate consideration has been charged for the same.
3 h.	11 & 12	a. to be paid by the Purchaser/s to the Promoters/ Developers within 7 days from the Promoters/ Developers giving a written notice to the Purchaser/s that the said Flat is ready for occupation and/or before delivery of possession of the said Flat to the Purchaser/s whichever is

earlier PROVIDED the Promoters/ Developers, at the time of calling upon the Purchaser/s so to pay the balance consideration, produce Occupation/Building Completion Certificate from the Brihanmumbai Mahanagarpalika for such structure in which the said Flat is to be situated UNLESS the Purchaser/s is/are desirous of taking possession of the said Flat merely for "fit-outs", in which event the aforesaid balance consideration shall be payable against the Promoters/ Developers so handing over possession for purposes of "fit-outs" despite the Promoters/ Developers not having obtained Occupation/Building Completion Certificate till such time.

The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/ Purchaser/s unto the Developer herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated RERA Collection Account – **2402234157181664** being opened by

		the Developer with the AU Small Finance Bank Limited.
9. ii	17	Upon the Purchaser/s taking possession of the said Flat, or upon the Purchaser/s being deemed to have taken possession of the said Flat as contemplated inter alia by the provisions hereof, the Purchaser/s shall have no claim against the Promoters/ Developers in respect of any item of work in the said Flat or in the building on the said Property which may be alleged to be defective or incomplete or undone.
17. xiii	26,27	to exercise extreme care for not making undue noise even while using musical instruments, radios, television/s, amplifiers etc. which noise may disturb other occupants of the said building, not to use public address system/s nor to burst fire-crackers within the compound of the said Property or on terrace, not to play with colours in the common areas, stair-well etc. of the said building during festivals like Holi etc., and generally to actively assist in maintaining serenity and dignity in the said building. The Purchaser/s shall also ensure that the servants

		<p>of the Purchaser/s like maids, drivers etc. maintain same standard of serenity and discipline and adhere to the rules of conduct as stipulated. If the Purchaser/s keep/s any pet animal/s, the Purchaser/s shall be bound and liable to ensure that such pet animal/s do/es not spoil the cleanliness and hygiene within the compound of the said building.</p>
xiv	27	<p>not to dust rugs etc. from the windows or to clean rugs etc. by beating the same on the exterior part of the said building nor to hang clothes for drying outside the specific area/s provided for drying clothes in each Flat;</p>
xv	27	<p>Not to make, under any circumstances, any changes -temporary and/or permanent- to the external façade of the said building, projections, open spaces by any means. Painting of the external façade can't be altered except with the prior written consent of the said Society. Further, the Purchaser/s shall not install wiring for electrical or telephone installation, television antenna etc. on the exterior of the said building</p>

		<p>nor shall the Purchaser/s install any element and/or apparatus that shall protrude through the walls or the roof of the building in which the Flat is situated without prior written consent of the said Society; and,</p>
xvi	27	<p>to maintain necessary standard of hygiene and cleanliness not only within the Flat but even in the whole of the compound of the said building so as to prevent breeding of mosquitoes, flies, cockroaches, bugs, white ants, lizards etc. in the said building and every part thereof and for the said purpose, to carry out if necessary periodical anti-pest treatment to the Flat.</p>
xvii	27&28	<p>i. neither to raise any objection in future nor to hold M. C. G. M. as well as the Developers liable in respect of:-</p> <ul style="list-style-type: none"> a. the open space surrounding the new structure hereby envisaged not being in accordance with the minimum requirements in this behalf; b. the open space which may be surrounding the structure/s presently existing on the

properties adjoining the said Property or which any time hereafter may be proposed on any such adjoining property/ies not being in accordance with the minimum requirements in this behalf;

- c. failure, if any, of mechanical parking system and/or car lift installed/proposed to be installed in the course of the proposed redevelopment of the said Property;
- d. inadequate/sub-standardized, if any, sizes of the rooms and/or inadequate height, if any, of habited rooms in the new construction thus proposed on the said Property and that no complaint of whatsoever nature shall at any time be made on any ground whatsoever in this behalf;
- e. inadequate maneuvering space, if any, of the car parking in the said Property and that no complaint of whatsoever nature shall at any time be made on any ground

		<p>whatsoever in this behalf;</p> <p>f. internal leakages, if any, from the toilets situated above any of the new flats housed in the new construction thus proposed on the said Property and that no complaint of whatsoever nature shall at any time be made on any ground whatsoever in this behalf. The Purchaser/s is/are aware that the Developers are joining the Purchaser/s in due execution and registration of this Agreement on the strength inter alia of the covenants thus hereinabove given by the Purchaser/s</p>
18	28 & 29	<p>With effect from the date on which possession of the Flat is taken or is deemed to have been taken by the Purchaser/s in the manner hereby envisaged, the Purchaser/s shall pay to the Promoters/ Developers or to the said Society as the Promoters/ Developers may direct the Purchaser/s in this behalf regularly every month on or before the 10th day of every month beginning from the month following the month in which the possession of the Flat is taken or is</p>

deemed to have been taken by the Purchaser/s such proportionate share of the Purchaser/s as may be determined by the Developers or the said Society, as the case may be, of (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied or be payable in respect of the said Property and buildings standing thereon to Brihanmumbai Mahanagarpalika and/or any other authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the buildings standing on the said Property including the maintenance and upkeep of the parking and lift and the charges payable towards the annual maintenance contracts, if any, that may be in existence with respect to the lifts and parking and (iii) the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property and in the buildings standing thereon

		<p>including remuneration, salaries and wages of watchman, supervisors, sweepers, gardeners and other persons employed for the aforesaid purpose or any of them and the collection charges in respect thereof AND the Purchaser/s shall not withhold payment of the amounts demanded from the Purchaser/s under this clause on any ground whatsoever.</p>
19	29 & 30	<p>The Purchaser/s shall not let, sub-let, transfer, assign or part with the possession of the said Flat or any part thereof nor shall the Purchaser/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interests in and/or in respect of the said Flat or any part thereof and/or in respect of any of the rights hereunder conferred upon the Purchaser/s in any manner whatsoever until all the dues payable by the Purchaser/s to the Promoters/ Developers in terms of these presents are paid in full and only if the Purchaser/s has/have not committed any breach of any of the terms and conditions of this Agreement and without obtaining previous permission in writing of the Promoters/</p>

		Developers till acceptance of the membership application of the Purchaser/s by the said Society and thereafter, without obtaining previous written permission of the said Society.
20	30	On the Promoters/ Developers requiring the Purchaser/s so to do at any time hereafter, the Purchaser/s shall become member/s of and apply for and accept shares in the said Society and from time to time shall sign all applications, bye-laws, declarations, papers and documents and do all acts, deeds, matters and things as the Promoters/ Developers and/or the said Society may in this behalf require.
21	30	The Promoters/ Developers shall be entitled to sell, assign, transfer or otherwise deal with or dispose off their rights, title and interests in the said Property and the building thereon and under this Agreement PROVIDED such dealings do not in any way adversely affect and/or prejudice the rights of the Purchaser/s under this Agreement.
22	30	In the event of the Promoters/ Developers for any reason whatsoever granting tenancy rights to any

		<p>person/s in respect of any of the Flat/s to be constructed by the Promoters/ Developers in the building being constructed by the Promoters/ Developers on the said Property in the manner hereby envisaged, such tenant/s shall be atoned to the said Society and the Purchaser/s shall not object to the same in any manner and on any ground whatsoever.</p>
23.	30	<p>After possession of the said Flat is handed over or is deemed to have been handed over to the Purchaser/s in the manner hereby envisaged, if any additions or alterations on the said Property or in respect of the building in which the said Flat is situate are required to be carried out by Brihanmumbai Mahanagarpalika or any Government, local and/or other statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the said Society at their own costs and the Promoters/ Developers shall not in any way be liable for the same.</p>
24.	31	<p>The Purchaser/s shall have no claim save and except in respect of the particular Flat hereby agreed to be sold to the Purchaser/s, and subject to the terms and conditions herein appearing.</p>

25	31	<p>The Purchaser/s shall not at any time demand partition of his/her/their interest in the said Flat and/or in the said Property and it is hereby agreed and declared that the interests of the Purchaser/s in the said Flat and in the said Property and in the building thereon is imitable and it is agreed that the Promoters/ Developers shall not be liable to join execution of any document/s in respect of the said Flat in favour of the Purchaser/s.</p>
26	31&32	<p>The transaction covered by this contract at present is understood to be covered only by Goods & Services Tax. However, by reasons of any amendment to the Constitution or enactment or amendment to any Statute by any Authority including Central and/or State Government, if this transaction is held liable to tax as a sale or otherwise, either wholly or in part or in the event of any inputs or material or equipments used or supplied in execution of and/or in connection with this transaction are made liable to tax any time hereafter, the same shall be payable by the Purchaser/s as also the occupier/s of other Flats in the structure for the time being standing on the said</p>

property on demand at any time without the Promoters/ Developers being required to suffer any loss and/or expenses in this behalf. Similarly, in the event of the transaction hereby recorded being subjected to any tax which is not presently leviable thereon, the burden of such a tax shall have to be borne and paid by the Purchaser/s irrespective of the provisions in this behalf contained in the statute and/or notification imposing such a tax. In case of failure and/or neglect on the part of the Purchaser/s so to pay the amount/s so demanded by the Promoters/ Developers or any part thereof within the period that shall have been stipulated in the notice that the Promoters/ Developers may give to the Purchaser/s in this behalf, the Promoters/ Developers in their absolute discretion may be entitled but not bound to appropriate any amount/s paid by the Purchaser/s to the Promoters/ Developers towards the consideration for the said Flat as is herein recorded as the amount/s so due to the Promoters/ Developers towards payment of the said Tax hereby contemplated and to treat the

		Purchaser/s as defaulter/s in paying the agreed installment/s of the consideration herein recorded in which case the Promoters/ Developers shall be entitled to take against the Purchaser/s such steps as are herein stipulated in this behalf.
27.	32	The Promoters/ Developers shall not be responsible for the consequences arising out of change in law or change in Municipal and other laws, rules, regulations etc..
28	32	In the event of there arising between the parties hereto any dispute of whatsoever nature, either relating to the interpretation of the provisions hereof or otherwise howsoever, the Promoters/ Developers in their absolute discretion shall be entitled to refer such disputes to any Arbitrator of the choice of the Promoters/ Developers alone. In such an event, such an Arbitrator shall act as the Sole Arbitrator and shall determine such a dispute in accordance with the laws relating to arbitration for the time being in force. The costs of such arbitration shall however be borne and paid by the Purchaser/s alone and in the event of the Promoters/ Developers being required to

		<p>bear and/or pay any part of any such costs of such an arbitration, the Promoters/ Developers shall be entitled to recover from the Purchaser/s the amount/s thus paid by the Promoters/ Developers with interest on such amount/s @ 21% p. a. from the date of the Promoters/ Developers paying the same till receipt and/or recovery by the Promoters/ Developers of the said sum together with up-to-date interest thereon in such manner as the Promoters/ Developers may deem fit.</p>
29	33	<p>It is hereby clarified that this Agreement shall be governed inter alia by the Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, management and transfer) Act, 1963 as also by the Real Estate (Regulation and Development) Act, 2016 and that in the event of any of the clauses herein contained are held by any court of law competent in this behalf to be contrary to and/or inconsistent with the provisions of any of the said Acts, the provisions thus applicable of such of the said Acts shall supersede the provisions herein contained to the extent it so shall have been held by such a competent</p>

court of law.

FOR KONARK LAND DEVELOPERS

Jitendra
Madhavji
Parmar
PARTNER

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