



**H. RISHABRAJ**

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**DEVIATION REPORT WITH RESPECT TO MODEL FORM OF AGREEMENT**

(Read order no.35/2021 Dated 12/08/2022)

**Date: 29<sup>th</sup> September 2025**

**A. Name of the Promoter – M/S H RISHABRAJ DEVELOPERS**

1. Name of project: “**Rishabraj Anuja**” on land and bearing Sub-Plot Nos. 59 forming Part of Old Final Plot No.624 New Final Plot No. 620/30 (earlier known as New F.P. No.620) of Town Planning Scheme III of Borivali (West), admeasuring 1067 square meters (as per conveyance Deed) and 1037 sq. mts. (as per the MCGM approved plans of old building) situated at Kastur park, Shimpoli Road, Borivali (West), Mumbai- 400092 of Village Borivali and Taluka Borivali in the registration District and Sub District Mumbai City and Mumbai Suburban.
2. We are aware that as per order no. 35/2022 dated 12/08/2022 that deviations/modifications in the proforma of the model form of agreement at Annexure A of Rule 10 as proposed by the promoters shall be highlighted in different color and accordingly be uploaded along with deviation sheet mentioning/indicating therein deviations/modifications while seeking registration of the real estate project.
3. Accordingly, we mention that we have adopted the Model Form of Agreement at Annexure A of Rule 10 *except for the below mentioned Deviations in Agreement for Sale*

**Deviations in the Agreement for Sale are as follows: -**

Agreement for Sale			Model Form of Agreement		
Page No.	Clause No.	Clause	Page No.	Clause No.	Clause
9	9	It is specifically agreed that the apportionment of the proportionate price of common areas and facilities is notional and the same is not subject to change			Added Clause

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		even if the percentage of undivided share of the said Premises in the common areas and facilities increase or decrease the intent of the parties being that the said Premises is agreed to be sold to and is agreed to be purchased by the Allottee/s with all the appurtenant rights as herein provided more particularly described in the Third Schedule hereunder written.			
9	11	The Allottee/s agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee/s agrees and undertakes to furnish to the Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee/s fail to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter			Added Clause



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		and the Allottee/s shall keep the Promoter herein well indemnified, saved and/or defended against any omission/commissions and/or default, in that regard.			
11	16(b)	Provided further, that upon termination of this Agreement as aforesaid 10% of the amount paid till then by the Allottee/s will stand ipso facto forfeited without any reference or recourse to the Allottee/s as pre-estimated, negotiated and reasonable liquidated damages and the Promoter shall refund to the Allottee/s the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Allottee/s or not) the Promoter			Added Clause



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		shall be at liberty to dispose of and sell the Premises to such person/s and at such price as the Promoter may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises.			
12	16(d)	Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge/lien on the Flat, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter's Account.			Added portion in Clause
12	16(e)	Upon the Promoter terminating this Agreement as aforesaid, the			Added Clause



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		Promoter shall be entitled to adjust the shortfall (if any) in the GST/service tax (or any other statutory dues) liability of the Allottee/s from the balance amounts (i.e., amount paid by Allottee/s to the Promoter less the amounts which the Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoter prior to refund of the amount/s to the Allottee. The amounts paid by the Allottee/s towards his GST/service tax liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/ getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise.			
16	18(I)	To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee/s as set			Added Clause



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out in this Agreement (including in the recitals thereof). If the Allottee/s neglects, omits or fails to pay for any reasons whatsoever to the Promoter under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Allottee/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Promoter shall be entitled to re-enter upon and resume possession of the said Premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Allottee/s herein agree that on the Promoter re-entry on the premises as aforesaid all the right, title and interest of and Allottee/s in the said Premises and under this Agreement shall cease and Allottee/s shall also be liable for immediate ejectment as a trespasser. The Allottee/s shall thereupon cease to have any right or interest in the said Premises. In that event all the moneys paid



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		herein by the Allottee/s (except the outgoings apportionable to the said Premises till the date of such termination) shall after sixty days of such termination be refunded by the Promoter to the Allottee/s.			
18	22	The Promoter shall be fully entitled to deal with or till the sale shall also be entitled to use, possess, occupy, enjoy and/or deal with, allot and dispose of the same in the manner deemed fit by them, without any reference, interference, recourse, consent or concurrence etc. from the Allottee/s and/or the Societies or any association or organization formed, in any manner whatsoever.			Added portion in Clause
18	24	It is further agreed and provided that if any of the amount which is due and payable and which remains unpaid, under this presents, then the same shall render the said Allottee/s disentitled to seek the possession of the said Premises and the Allottee/s herein agree/s and accept/s the same irrespective of the other rights of the Promoter			Added portion in Clause



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		herein under this presents or at law, equity and otherwise			
20	31	The Allottee/s shall on demand, deposit with the Promoter his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Promoter to the local authority or body concerned and/or to any other concerned authority.			Added Clause
21	33	The Allottee/s doth hereby covenant with the Promoter that the Allottee/s herein and his/her/their assign/s, respectively, shall from the date of possession, resale and/or assignment thereof, shall not do or suffer to be done anything thereby causing any damage, defect to the structural member/s of the said Building specifically the beams, columns, pillars, chajjas, walls (internal and outer), parapet walls, pardis together with the compound walls, lobbies, staircase, corridor and/or to the said Premises and/or common passages, common areas			Added Clause



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		or the compound which may be against the rules or bye-laws of the Municipal Corporation of Grater Mumbai, the said Societies/amalgamated Society.			
22	35(a)	The Allottee/s has/have inspected the said Property and had ascertained for himself/herself/themselves that the work of constructing and completing the said New building is still in progress and the said Premises is/are not yet fit/ready for use.			Added Clause
22	35(b)	As the New Building is under construction and as the Completion Certificate/ Occupation Certificate, in respect of the said New Building, accordingly has/have not yet been applied for or issued by the Municipal Corporation of Greater Mumbai, as required by law and consequently under the provisions of RERA Act., MahaRERA Act and the rules framed thereunder, the Promoter are not entitled to allow the Allottee/s to enter into possession of the said Premises and the Allottee/s is/are			Added Clause



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		prohibited from taking possession of the said Premises till such Certificate is given by the M.C.G.M.; M.C.G.M. shall have a free access to the said Property to carry out the repairs and maintenance of the water pipe lines as and when required and M.C.G.M. will not be responsible for any damage caused to the proposed building and persons due to leakage or bursting of the water main.			
25	50(i)	The building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.			Added Clause
26	50(ii)	The Allottee/ Member agrees for no Objection for the Neighborhood development with deficient Open Space in future.			Added Clause
26	50(iii)	The Allottee/ Member will not held M.C.G.M. liable for any failure of Mechanical Parking System/ Car Lift in future.			Added Clause
26	50(iv)	That the Allottee/ Member will not held M.C.G.M. liable for the proposed inadequate/ sub-			Added Clause

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		standard sizes of rooms in future.			
26	50(v)	That there is inadequate maneuvering space of car parkings and buyer/ member will not make any complaint to M.C.G.M. in this regard in future.			Added Clause
26	50(vi)	That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not be treated separately on the same plot by residents/ occupants of the building in the jurisdiction of M.C.G.M.			Added Clause

For M/S H RISHABRAJ DEVELOPERS



Partner

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